

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMI-Capitol Direct, Inc.		04/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MerchDirect LLC		
Street Address:	54 Drexel Dr.		
City:	Bay Shore		
State/Country:	NEW YORK		
Postal Code:	11706		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85855091	MERCHDIRECT	
Registration Number:	2810387	MERCHDIRECT	
Registration Number:	2810388	MERCHDIRECT	
Registration Number:	2810389	MERCHDIRECT	
Registration Number:	3093761	MERCHDIRECT	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2123260831		
Email:	tlee@pryorcashman.com, tmdocketing@pryorcashman.com, pzylberg@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036-6569		
ATTORNEY DOCKET NUMBER:	09905.00001		

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NAME OF SUBMITTER:	Teresa Lee
Signature:	/tle/
Date:	08/30/2013
Total Attachments: 4 source=assignment_merchdirect#page1.tif source=assignment_merchdirect#page2.tif source=assignment_merchdirect#page3.tif source=assignment_merchdirect#page4.tif	

ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of July 31, 2013 by and between EMI-Capitol Direct, Inc., a Delaware Corporation, having an address at 150 Fifth Avenue, 11th Floor, New York, New York 10011 ("Assignor"), on the one hand, and MerchDirect LLC, a New York Limited Liability Company, having an address at 54 Drexel Dr., Bay Shore, New York 11706 ("Assignee"), on the other hand.

WHEREAS, Assignor owns the following standard character trademark MERCHDIRECT (the "Mark") as set forth under the following U.S. Trademark Application (the "Application"), and U.S. Trademark Registrations (the "Registrations"), (the Mark, Application and Registrations are collectively referred to as the "Property");

MERCHDIRECT TM in cl. 25, Serial No. 85/855091

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to the Property, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under United States or state law with respect to the Property, including, without limitation, Assignor's common law rights and rights under the laws of unfair competition (the "Transferred Rights") and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property in the United States, or other legal protections pertaining to the Transferred Rights.

ASSIGNOR:

EMI-CAPITOL DIRECT, INC.

By: 

Name: Brent S. LaBarge
Title: Authorized Signatory

ASSIGNEE:

MERCHDIRECT LLC

By: _____
Lee Tepper
President

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into on April 15, 2013, effective as of April 1, 2013 (the "Effective Date"), by and between EMI-Capitol Direct, Inc., a Delaware corporation (the "Assignor"), on the one hand, and MerchDirect LLC, a New York limited liability company (the "Assignee"), on the other hand.

WHEREAS, Assignor is the owner of record for various trademark registrations in the United States Patent and Trademark Office (USPTO), as listed below (collectively, the "Trademarks"):

MERCHDIRECT (class 35)	U.S. Reg. No. 2,810,387
MERCHDIRECT (class 40)	U.S. Reg. No. 2,810,388
MERCHDIRECT (class 42)	U.S. Reg. No. 2,810,389
MERCHDIRECT (class 25)	U.S. Reg. No. 3,093,761

WHEREAS, Assignee desires to acquire the Trademarks from Assignor, and Assignor desires to assign, transfer and convey the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

- 1. ASSIGNMENT.** Assignor does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the assets, business and goodwill of Assignor connected with the use of and symbolized by the Trademarks, and all marks similar to the Trademarks and used anywhere in the world, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages.
- 2. FURTHER ASSURANCES.** Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts that may be reasonably necessary, desirable or convenient for securing and maintaining the Trademarks and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 3. NO CHALLENGE.** Assignor agrees not to challenge or assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in and to the Trademarks or to the validity of Assignee's ownership thereof.
- 4. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative as of the date first set forth above, effective as of the Effective Date.

EMI-CAPITOL DIRECT, INC.

MERCHDIRECT LLC

By:  _____

Name: Neil Nagano
Title: Senior Vice President

By: _____

Name:
Title:

TRADEMARK ASSIGNMENT

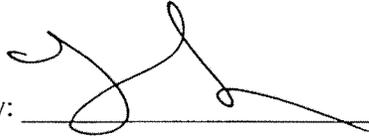
TRADEMARK
REEL: 005101 FRAME: 0509

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative as of the date first set forth above, effective as of the Effective Date.

EMI-CAPITOL DIRECT, INC.

MERCHDIRECT LLC

By: _____

By:  _____

Name:

Name: Lee Terra

Title:

Title: Pres.

TRADEMARK ASSIGNMENT