

10-17-2007



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To the Director of the U. S. Patent and Trademark Office

Transmit the enclosed documents or the new address(es) below.

1. Name of conveying party(ies):

Image Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: North Carolina
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 9, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LogosDirect LLC
 Internal Address: Suite 117
 Street Address: 3715 Patriot Way
 City: Wilmington
 State: NC
 Country: USA Zip: 28412

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other limited liability company Citizenship North Carolina

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2816638

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Logos Direct

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James W. Latshaw, Esq.

Internal Address: _____

Street Address: 16 N. Fifth Avenue

City: Wilmington

State: NC Zip: 28412

Phone Number: 910-763-2426

Fax Number: 910-763-6561

Email Address: jlatshaw@murchisontaylor.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____ Authorized User Name _____

9. Signature:

James W. Latshaw

Signature

Date

10/12/07

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003641 FRAME: 0914

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective October 9, 2007, by and between **IMAGE PRODUCTS, INC.** ("Assignor"), a North Carolina corporation whose mailing address is at 1710 Dawson Street, Wilmington, NC 28403, and **LOGOSDIRECT LLC** ("Assignee"), a North Carolina limited liability company whose mailing address is 3715 Patriot Way, Unit 117, Wilmington, NC 28412, pursuant and subject to all of the representations, warranties, terms, covenants and conditions of that certain Asset Purchase Agreement, with an effective date of October 8, 2007, by and between Seller and Buyer (the "Agreement"). All capitalized terms used but not defined herein shall have the same meanings assigned to them in the Agreement.

RECITALS

- A.** Assignor is the owner of the United States Registered Trademark known as "Logos Direct[®]", serial number 2816638 (the "Trademark").
- B.** Pursuant to the Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, certain of the assets used in Assignor's business (collectively, the "Acquired Assets").
- C.** In accordance with the terms of the Agreement, Assignor has agreed to transfer all of its right, title and interest in and to the Trademark to Assignee.
- D.** The sale of the Acquired Assets by Assignor to Assignee includes the entire line of business to which the Trademark pertains.

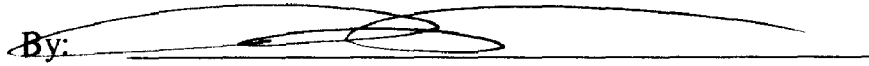
AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee its entire right, title and interest in and to the Trademark, together with the goodwill of the Business (as defined in the Purchase Agreement) to the extent embodied in or symbolized by the Trademark, together with all registrations therefor, all common law rights therein, all revenues, products, proceeds and profits therefrom, and all claims for damages by reason of past infringement of the Trademark, with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives. Assignor warrants that the Trademark is free of claims, liens and encumbrances, and Assignor will warrant and defend title to the same unto Assignee against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the day and year first above written.

ASSIGNOR:

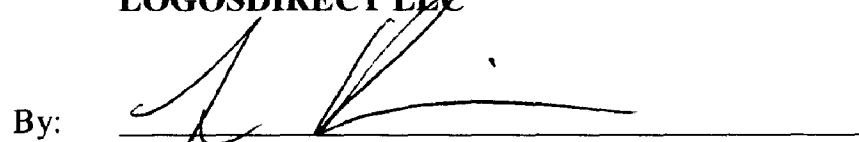
IMAGE PRODUCTS, INC.

By: 

JEFFREY W. PETRO, President

ASSIGNEE:

LOGOSDIRECT LLC

By: 

JOHN DENISON, Member/Manager

STATE OF NORTH CAROLINA

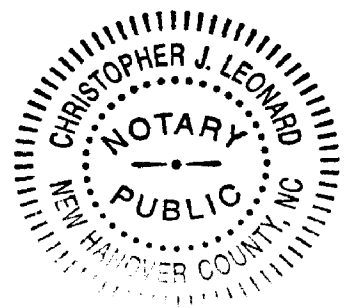
COUNTY OF New Hanover

I, Christopher J. Leonard, a Notary Public of the State and County aforesaid, certify that Jeffrey W. Petro personally came before me this day and acknowledged that he/she is President of IMAGE PRODUCTS, INC., a North Carolina corporation with its principal office in New Hanover County, North Carolina, and that by authority duly given and as the act of the corporation, he/she signed the foregoing instrument in its name.

WITNESS my hand and official seal this 9th day of October, 2007.

[Signature]
Notary Public

My Commission Expires:
12-6-09



STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Christopher J. Leonard, a Notary Public of the State and County aforesaid, certify that JOHN DENISON personally came before me this day and acknowledged that he is Member/Manager of LOGOSDIRECT LLC, a North Carolina limited liability company with its principal office in New Hanover County, North Carolina, and that by authority duly given and as the act of the limited liability company, he signed the foregoing instrument in its name.

WITNESS my hand and official seal this 9th day of October, 2007.

[Signature]
Notary Public

My Commission Expires:
12-6-09

