

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
Zoots Corporation		03/28/2008	CORPORATION: DELAWARE
Zoots Holding Corporation		03/28/2008	CORPORATION: DELAWARE
Delivery LLC		03/28/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sort LLC
Doing Business As:	DBA Zoots
Street Address:	45 Industrial Boulevard
City:	Brockton
State/Country:	MASSACHUSETTS
Postal Code:	02301
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3060784	ZOOTS MACHINE
Registration Number:	2631264	ZOOTS
Registration Number:	2620976	ZOOTS
Registration Number:	2620975	ZOOTS THE CLEANER CLEANER
Registration Number:	2531721	ZOOTS.COM THE CLEANER CLEANER
Registration Number:	2531165	ZOOTS THE CLEANER CLEANER
Registration Number:	2443405	ZOOTS.COM
Registration Number:	2428729	ZOOTS
Registration Number:	2282160	ZOOTS
Registration Number:	2531179	THE CLEANER CLEANER

CORRESPONDENCE DATA

900108835

**TRADEMARK
 REEL: 003794 FRAME: 0799**

CH \$265.00 3060784

Fax Number: (617)742-2355
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-742-4200
Email: trademark@riw.com
Correspondent Name: Stacey C. Friends, Esquire
Address Line 1: 100 North Washington Street
Address Line 2: 6th floor
Address Line 4: Boston, MASSACHUSETTS 02114-2128

ATTORNEY DOCKET NUMBER:	10269-4
NAME OF SUBMITTER:	Stacey C. Friends
Signature:	/stacey friends/
Date:	06/12/2008

Total Attachments: 6

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BILL OF SALE

Reference is made to the Assignment and Assumption Agreement (the "Assignment Agreement"), dated as of March 28, 2008, by and among Zoots Corporation, a Delaware corporation ("Zoots"), Zoots Holding Corporation, a Delaware corporation ("Holding"), Delivery LLC, a Delaware limited liability company ("Delivery," and together with Zoots and Holding, the "Sellers," each of which may be referred to from time to time herein individually as a "Seller") and SORT LLC, a Massachusetts limited liability company (the "Purchaser"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Assignment Agreement.

The Sellers, for \$296,811 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, convey, assign, transfer, and deliver to Purchaser all of the rights of the Sellers in and to the Company Purchased Assets, including without limitation those assets listed on Exhibit A attached hereto that are not Purchased Assets pursuant to the Sale Agreement. The Sellers hereby represent and warrant that they are the true and lawful owners of the Company Purchased Assets to be conveyed hereunder and have good and marketable title thereto, and the Sellers do for themselves and their successors and assigns, covenant and agree to and with Purchaser and its successors and assigns, to warrant and defend the title to said Company Purchase Assets. The Company Purchased Assets do not constitute all or substantially all of the Sellers' assets in Massachusetts.

THE COMPANY PURCHASED ASSETS ARE BEING SOLD TO PURCHASER HEREUNDER "AS-IS, WHERE-IS", AND THEIR OFFICERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE ANY GUARANTY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE ASSIGNMENT AGREEMENT OR THIS BILL OF SALE), AS TO THE VALUE, CONDITION, DESIGN, MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY OF THE COMPANY PURCHASED ASSETS OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED, AND PURCHASER HEREBY WAIVES ALL WARRANTIES, GUARANTEES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY OF SELLERS WITH RESPECT TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, ANY IMPLIED WARRANTY OF FITNESS AND ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLERS, AND ANY RISKS WITH RESPECT THERETO ARE HEREBY ASSUMED BY PURCHASER, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE SELLERS PURSUANT TO THE ASSIGNMENT AGREEMENT OR THIS BILL OF SALE.

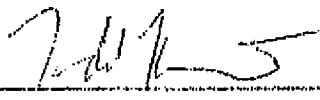
The Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The validity of this Bill of Sale, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law principles.

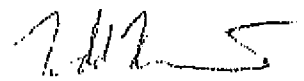
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IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Bill of Sale as of March 28, 2008


Zoots Corporation

By: 
Name: _____
Its: _____

Zoots Holding Corporation

By: 
Name: _____
Its: _____

Delivery LLC

By: 
Name: _____
Its: _____

SORT LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Bill of Sale as of March 28, 2008

Zoots Corporation

By: _____
Name: _____
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Zoots Holding Corporation

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Name: _____
Its: _____

Delivery LLC

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Name: _____
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SORT LLC

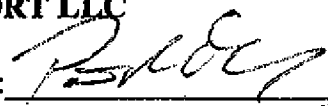
By: 
Name: PATRICK P O'LEARY
Its: MANAGER

Exhibit A

Purchased Assets

The Purchased Assets include the Purchased Stores (as defined below) and the Purchased Routes (as defined below), together with the following:

- (a) customer and prospective customer lists and data used by the Sellers in connection with the operation of the Purchased Routes and the Purchased Stores;
- (b) customer goodwill generated by the Sellers in the operation of the Purchased Routes and the Purchased Stores;
- (c) all inventories of the Sellers (including, without limitation, all purchased parts and supplies) located at the Purchased Stores or intended for use in the operation of the Purchased Routes;
- (d) all personal property and equipment situated at the Purchased Stores;
- (e) all work in process and finished dry cleaning inventory generated by the Purchased Stores and the Purchased Routes;
- (f) all of the Sellers' rights in and to the contracts listed on Schedule 3(a)(i) to the Assignment Agreement;
- (g) all of the Sellers' rights in and to the leases of the motor vehicles listed on Schedule 3(a)(iii) to the Assignment Agreement;
- (h) all of the Sellers' rights in and to the real property leases listed on Schedule 3(a)(ii) to the Assignment Agreement, together with all security deposits held by landlords under such leases;
- (i) all of the Sellers' rights in and to all tenant improvements and fixtures located at the leased premises subject to the real property leases assigned to Purchaser;
- (j) all phone numbers for telephone lines servicing the Purchased Stores and all existing cellular phone numbers;
- (k) the marketing library of materials relating to the Purchased Stores or Purchased Routes;
- (l) all accounts receivables and work in process relating to the Purchased Stores;
- (m) all customer histories and reports relating to the Purchased Routes or Purchased Stores;
- (n) all rights of the Sellers to SPOT POS systems;
- (o) the computer servers in the Support Center and housed at Worldcom;

- (p) all of the existing computer hardware and the furniture and file cabinets listed on Schedule 2(j)(i) to the Assignment Agreement from the corporate office;
- (q) the motor vehicles owned by the Sellers and described on Schedule 2(j)(ii) to the Assignment Agreement;
- (r) the rights of the Sellers to use the name Zoots and the related trademarks, "Zoots" and "The Cleaner Cleaner," and "Voted Best Dry Cleaner," subject to the rights of USDC and the Sellers as described in Section 9(f) of the Assignment Agreement and the USDC License Agreement; and
- (s) subject to the foregoing paragraph (r), all intellectual property used by the Sellers in the conduct of the Business.

For purposes of the foregoing,

"Purchased Routes" shall mean all contracts and agreements with customers, oral and written, with respect to the provision of pick-up and delivery laundry and dry-cleaning services on, and all customer lists used and goodwill generated in connection with, the routes listed on Schedule 2(j)(iii) to the Assignment Agreement.

"Purchased Stores" shall mean the retail dry cleaning stores operated by the Sellers at the locations listed on Schedule 2(j)(iv) to the Assignment Agreement.