

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
The College House, Inc.		03/09/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PROFILL HOLDINGS, LLC		
Street Address:	255 West Crescentville Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1764426	COLLEGE HOUSE	
Registration Number:	1762965	COLLEGE HOUSE	
Registration Number:	3466983	CH SPORT	
Registration Number:	3466988	CHSPORT	
CORRESPONDENCE DATA			
Fax Number:	(513)241-4771		
Phone:	513.352.6678		
Email:	carrie.shufflebarger@thompsonhine.com, sharon.bella@thompsonhine.com, dawn.schneider@thompsonhine.com, ipdocket@thompsonhine.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carrie Shufflebarger		
Address Line 1:	312 Walnut Street		
Address Line 2:	Fourteenth Floor		
Address Line 4:	Cincinnati, OHIO 45202		

OP \$115.00 1764426

ATTORNEY DOCKET NUMBER:	70676.1
NAME OF SUBMITTER:	Carrie Shufflebarger
Signature:	/Carrie A. Shufflebarger/
Date:	02/29/2012
Total Attachments: 4 source=20120229145513784#page1.tif source=20120229145513784#page2.tif source=20120229145513784#page3.tif source=20120229145513784#page4.tif	

EXHIBIT C

ASSIGNMENT

For ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE COLLEGE HOUSE, INC., a New York corporation, ("Assignor"), pursuant to that certain Asset Purchase Agreement dated March 9, 2009, (the "Purchase Agreement") by and between Seller and PROFILL HOLDINGS, LLC, an Ohio limited liability company ("Assignee"), quitclaims, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trade Names, including but not limited to the tradename and domain names listed below, together with the goodwill of the business associated with each.

Tradenames
COLLEGE HOUSE
CH SPORT

Domain Names
www.thecollegehouse.com
www.chsport.com

Assignor further covenants and agrees for its successors and assigns, that at Assignee's request, it will secure and deliver all applications, declarations, assignment documents and other instruments as may be necessary or advisable to secure for or vest in Assignee, its successors or assigns, all right, title and interest in and to any application for registration, certificate of registration, trademark right or other right or property covered by this Assignment.

All capitalized terms used herein but not defined herein shall have the meanings given them in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 9th day of March, 2009.

THE COLLEGE HOUSE, INC.

Judith P. Blumberg
Judith P. Blumberg, President

RCM
3/10/09

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 9th day of March, 2009 (the "Signing Date") by and between PROFILL HOLDINGS, LLC, an Ohio limited liability company ("Buyer"), and THE COLLEGE HOUSE, INC., a New York corporation ("Seller") under the following circumstances:

(A) Seller is a wholesaler of imprinted and embroidered sportswear (the "Business").

(B) Seller is willing to sell certain assets of the Business to Buyer, and Buyer desires to purchase those assets from Seller.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing, as hereinafter defined, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the following assets, and only the following assets, of Seller (the "Purchased Assets"):

REDACTED

VERIFICATION //

(E) Trade Names. All of Seller's trademarks, service marks, mask works, trade dress, trade names, trade organization memberships, registrations, logos and corporate names, as well as all generic and customer-specific product designs and art files in both electronic (vector art) and physical (films, vellums, screens, etc.) form (including without limitation all supporting documentation such as color separations and printer guides), together with all goodwill

associated therewith (including the use of the Seller's current name, trade names and domain names) and registrations and applications for registration thereof, including, but not limited to, the items set forth on Schedule 2 attached hereto (collectively, "Trade Names"); and

REDACTED

SCHEDULE 2

TRADE NAMES

(A) **Trade Names**

College House
CH Sport

(B) **Domain Names**

www.chsport.com

(C) **800 and Other Numbers**

1-800-888-7606

(D) **Artwork / Designs**

Logo Templates and graphic designs created and merchandised for sale into all markets

Designs created for other licensed properties

Color separated files for screen print designs (electronic file format)

Digitized tapes for embroidery designs (electronic file format)