

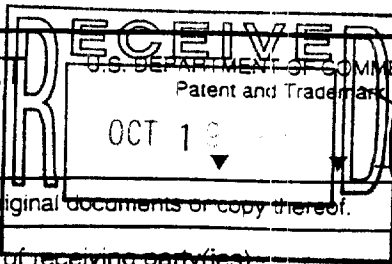
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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):
Venture Stores, Inc.

2. Name and address of receiving party(ies)

Name: Edison Brothers Stores, Inc.

Internal Address: Legal Department

Street Address: 501 N. Broadway

City: St. Louis State: MO ZIP: 63102

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 10, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,328,910

Additional numbers attached? Yes No

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

Name: Mr. Alan S. Nemes

Internal Address: Blackwell Sanders Peper Martin Kalish & Gilster Intellectual Property Grp

Street Address: 720 Olive Street Suite 2400

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0160

(Attach duplicate copy of this page if paying by deposit account)

11/03/1998 JSHABAZZ 00000045 1828910

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file ok

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alan A. Sachs
Name of Person Signing

[Signature]
Signature

10/2/98
Date

Total number of pages including cover sheet, attachments, and document: 22

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") entered into as of this 10th day of September, 1998 (the "Effective Date").

WHEREAS, Venture Stores, Inc. ("VENTURE"), a corporation of the state of Delaware, located and doing business at 2001 East Terra Lane, O'Fallon, Missouri 63366, has for several years continuously operated retail department stores throughout the United States selling various goods, including footwear; and

WHEREAS, VENTURE owns the mark 615 COMFORT COLLECTION (hereinafter the "Mark") for use on footwear ("Footwear"), including a registration being identified as United States Registration No. 1,828,910 ("Registration"); and

WHEREAS, Edison Brothers Stores, Inc. ("EDISON"), a corporation of the State of Delaware, having a place of business at 501 N. Broadway, St. Louis, Missouri 63102, desires to purchase said Mark from VENTURE, including the goodwill associated therewith; and

WHEREAS, VENTURE is desirous of assigning such Mark to EDISON under the terms and conditions set out herein;

WHEREAS, VENTURE has previously licensed the Mark, as well as the mark COMFORT COLLECTION (for use either alone or in combination with other terms) (such COMFORT COLLECTION mark, whether used alone or in combination with other terms, hereinafter referred to as the "Variations") to EDISON under a License Agreement, a copy of which is attached as Exhibit A hereto ("License Agreement") for a non-refundable fee in the amount of Nine Thousand U.S. Dollars (US \$9,000) ("License Fee"); and

WHEREAS, VENTURE has filed for protection under Chapter 11 of Title 11 of the United States Code in the Bankruptcy Court for the District of Delaware ("Bankruptcy Court"); and

WHEREAS the Bankruptcy Court has approved the sale by VENTURE of intellectual property having a value of less than \$25,000 by Order dated June 1, 1998, as shown on Exhibit B (hereinafter the "Order"), pursuant to a Motion filed by VENTURE and dated May 28, 1998, as shown on Exhibit C (hereinafter the "Motion").

NOW THEREFORE, in consideration of the mutual promises agreed to herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. (a) Subject to the provisions of this Agreement, VENTURE hereby sells, assigns and transfers unto EDISON whatever right, title and interest it may have in and to said Mark, including said Registration and the Variations in the United States (and all territories and protectorates of the U.S. subject to federal trademark law), together with whatever goodwill of the business symbolized by such Mark and Variations, if any, it may have, and the right to sue for past infringement thereof.

(b) Said sale, assignment and transfer of the Mark and Variations are subject to: receipt by VENTURE of payment from EDISON in the amount of Ten Thousand U.S. Dollars (US \$10,000)("Purchase Price"), plus Three Thousand Five Hundred U.S. Dollars (US \$3,500) in reimbursement of legal fees, bankruptcy costs and related administrative costs and fees incurred by VENTURE in relation to this Agreement ("Fees"), for a total of Thirteen Thousand Five Hundred U.S. Dollars (US \$13,500).

(c) EDISON shall pay such Purchase Price and Fees to VENTURE immediately upon receipt by EDISON of an original of this Agreement executed by VENTURE. The parties agree that the License Fee of Nine Thousand Dollars (\$9,000) previously paid by Edison shall be credited towards the Purchase Price.

2. Notwithstanding anything to the contrary in this Agreement, VENTURE represents and warrants only that it is the recorded owner of the Registration before the U.S. Patent and Trademark Office, that it is not aware of any current third party claims against the Mark, that VENTURE has not sold, assigned, licensed or encumbered the Mark, other than by entering into the License Agreement with EDISON, and that the Order attached hereto is a true and accurate copy of same as entered by the Bankruptcy Court. EDISON expressly acknowledges that VENTURE is not currently using the Mark in commerce, and further, EDISON acknowledges and agrees that, except as expressly provided herein, VENTURE makes no warranties or representations whatsoever regarding the Mark, including the Registration. Notwithstanding anything to the contrary in this Agreement, the parties expressly agree that VENTURE makes no representations whatsoever regarding the Variations, including without limitation the ownership, validity or enforceability thereof.

3. The parties agree that upon VENTURE's receipt of (a) an executed original of this Agreement from EDISON, and (b) the Purchase Price and Fees from EDISON, that the License Agreement shall terminate. Thereafter, VENTURE agrees to immediately execute an assignment document ("Assignment Document") for the purpose of EDISON recording its ownership of the Registration with the United States Patent and Trademark Office. A copy of said Assignment Document is attached as Exhibit D hereto. Any conflict between the terms of the Assignment Document and this Agreement shall be construed in favor of the Agreement.

4. If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be

amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.

5. This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns, successors and legal representatives.

7. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

VENTURE STORES, INC.

By: Russell Selt
PRINTED NAME: RUSSELL SELT
TITLE: PRESIDENT

EDISON BROTHERS STORES, INC.

By: Alan A. Sachs
PRINTED NAME: ALAN A. SACHS
TITLE: Senior Vice President

EXHIBIT A

TRADEMARK LICENSE AGREEMENT

License Agreement ("Agreement") entered into as of this 22nd day of May, 1998 (the "Effective Date").

WHEREAS, Venture Stores, Inc. ("VENTURE"), a corporation of the state of Delaware, located and doing business at 2001 East Terra Lane, O'Fallon, Missouri 63366, has for several years continuously operated retail department stores throughout the United States selling various goods, including footwear; and

WHEREAS, VENTURE owns a registration for the mark 615 COMFORT COLLECTION (the "Mark") for use on footwear ("Footwear"), said registration being identified as United States Registration No. 1,828,910 ("Registration"); and

WHEREAS, Edison Brothers Stores, Inc. ("EDISON"), a corporation of the State of Delaware, having a place of business at 501 N. Broadway, St. Louis, Missouri 63102, desires to obtain a license from VENTURE to use the Mark in connection with Footwear; and

WHEREAS, EDISON also desires to use variations of such Mark, namely, COMFORT COLLECTION used alone or in combination with other terms (hereinafter collectively referred to as "Variations"); and

WHEREAS, VENTURE is desirous of granting EDISON a license to use the Mark and Variations in connection with Footwear under the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises agreed to herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VENTURE and EDISON (the "Parties") agree as follows:

1. Subject to the provisions of this Agreement, VENTURE agrees to grant EDISON a non-exclusive one year license starting from the Effective Date of this Agreement to use the Mark

and Variations in the United States, including Puerto Rico, the United States Virgin Islands and all territories and protectorates of the United States subject to federal trademark law in connection with Footwear, subject to receipt by VENTURE of payment from EDISON in the amount of Nine Thousand U.S. Dollars (US \$9,000). EDISON shall pay such amount to VENTURE upon receipt by EDISON of a copy of the Agreement executed by VENTURE.

2. EDISON agrees to use the Mark and Variations only in connection with Footwear of a quality at least as good as and according to a "Standard of Quality", which the parties agree shall be defined as the quality of footwear currently distributed and sold by EDISON. The license granted under paragraph 1 shall apply only to EDISON's use of the Mark and Variations on Footwear, and then only so long as the Footwear complies with the Standard of Quality defined above.

3. In order to confirm that the quality of the Footwear on which the Mark and Variations are being used by EDISON is in conformance with this Agreement, EDISON shall from time to time (not to exceed more than twice per year) during the term of this Agreement upon the written request of VENTURE provide to VENTURE one specimen of such Footwear for VENTURE's inspection and examination at VENTURE's place of business without charge to VENTURE.

4. It is understood that any and all benefits arising from EDISON's use of the Mark and Variations on Footwear under the license granted under paragraph 1, including the development of goodwill in the Mark and Variations, shall accrue to and be for the sole benefit of VENTURE, except to the extent that the Variations contain marks of EDISON currently registered or applied for before the United States Patent and Trademark Office, in which case such marks registered or applied for shall continue to be the exclusive property of EDISON. EDISON shall

distinguish its marks (e.g., spatially, with different fonts or coloration or size, etc.) from the term COMFORT COLLECTION.

5. EDISON agrees to use on any Footwear it sells under the Mark and on all labels, advertising and promotional materials, packaging and other materials in connection with the sale thereof, including the Internet (hereinafter collectively referred to as "the Materials") the designation "®" directly after the Mark. The requirements under this paragraph shall not apply to Footwear bearing the Mark currently on hand or in production by EDISON.

6. EDISON shall not sell, assign, transfer, convey or encumber the license granted under paragraph 1 of this Agreement without the prior written consent of VENTURE. EDISON is not empowered to grant any sub-licenses hereunder.

7. VENTURE represents and warrants that it is the recorded owner of the Registration before the U.S. Trademark Office, that it is not aware of any current third party claims against the Registration or its ownership of the Mark. VENTURE further represents and warrants that it has the right to grant the license herein, that said license is valid and binding on VENTURE, and that no consent of any non-governmental entity is required in order for VENTURE to grant this license, or if it is required, that such consent has been obtained. VENTURE makes no other warranty or representation regarding the Mark. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that VENTURE is not currently using the Mark, and that VENTURE makes no warranties or representations as to such non-use. Notwithstanding anything to the contrary in this Agreement, VENTURE makes no warranties or representations whatsoever with respect to the Variations, including but not limited to, the ownership, the validity or the protectability of such Variations.

8. EDISON hereby indemnifies VENTURE and undertakes to defend VENTURE against and hold VENTURE harmless from any claims, suits, loss or damage including without limitation attorney's fees and costs arising in whole or in part out of: (1) any failure by EDISON to comply with (i) any law, statute or regulation, or any requirement of any government agency involving EDISON's use of the Footwear associated with the Mark or Variations; or (ii) any of the terms of this Agreement; (2) product liability claims, failure to warn, alleged defects or safety violations, whether from workmanship or material, or otherwise, as well as for any violation of express or implied warranty in or pertaining to EDISON's use of the Footwear associated with the Mark or Variations; or (3) any use of the Variations.

9. If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.


10. This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

11. This Agreement shall be binding upon the parties and their assigns (or in the case


of EDISON, permitted assigns), successors and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

VENTURE STORES, INC.

By: 
PRINTED NAME: Russell Solt
TITLE: EVP Administration & CFO
DATE: May 27, 1998

EDISON BROTHERS STORES, INC.

By: 
PRINTED NAME: [unclear]
TITLE: [unclear]
DATE: [unclear]

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re:

VENTURE STORES, INC.,
a Delaware corporation,

Debtor.

Case No. 98-101-RRM

Chapter 11

**ORDER AUTHORIZING THE SALE OF MISCELLANEOUS PERSONAL
PROPERTY OUTSIDE OF THE ORDINARY COURSE OF BUSINESS AND
ESTABLISHING PROCEDURES THEREFOR**

This matter is before the Court on the Motion of Debtor and Debtor in Possession for Order Authorizing the Sale of Miscellaneous Personal Property Outside of the Ordinary Course of Business and Establishing Procedures Therefor (the "Motion") (capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion), filed by Venture Stores, Inc., debtor and debtor in possession (the "Debtor"), on May 18, 1998. The Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested therein at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding, pursuant to 28 U.S.C. § 157(b)(2) and (c) notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion shall be, and hereby is, **GRANTED**.

511

2. The Debtor is authorized, in the exercise of its business judgment, to conduct sales of the Miscellaneous Property, outside of the ordinary course of business, in accordance with the procedures set forth in the Motion, without the need for any further Order of this Court.

3. All sales of Miscellaneous Property conducted pursuant to the authority granted in this Order shall be free and clear of liens, claims and encumbrances, with all liens, claims and encumbrances attaching to the proceeds of sale.

4. Nothing herein shall be construed to limit the Debtor's ability to move this Court for authority to sell personal property or other assets, or take any other action pursuant to 11 U.S.C. § 363.

Dated: Wilmington, Delaware
June 1, 1998


UNITED STATES DISTRICT JUDGE

EXHIBIT C

Hearing Date: 6/1/98 12:00 Noon
Objection Deadline: 5/28/98 4:00 p.m.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re:

VENTURE STORES, INC.,
a Delaware corporation,

Debtor.

Case No. 98-101-RRM

Chapter 11

**MOTION OF DEBTOR AND DEBTOR IN POSSESSION FOR AN ORDER
AUTHORIZING THE SALE OF MISCELLANEOUS PERSONAL
PROPERTY OUTSIDE OF THE ORDINARY COURSE OF BUSINESS
AND ESTABLISHING PROCEDURES THEREFOR**

Venture Stores, Inc., debtor and debtor in possession (the "Debtor") hereby moves the Court for the entry of an order, pursuant to sections 105 and 363 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code") authorizing the Debtor to sell miscellaneous personal property outside of the ordinary course of business and establishing procedures for the same. In support of this motion, the Debtor respectfully represents as follows:

Background

1. On January 20, 1998 (the "Petition Date"), the Debtor commenced its reorganization case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code").
2. The Debtor continues in possession of its properties and operates and manages its business as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On February 2, 1998, the United States trustee for the District of Delaware (the "United States Trustee") appointed a statutory committee of unsecured creditors in this chapter 11 case (the "Creditors' Committee") pursuant to section 1102 of the Bankruptcy Code.

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
4. The Debtor is a general merchandise retailer operating, as of the Petition Date, 93 Venture retail department stores in Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Missouri, Oklahoma and Texas (with approximately 10 million total square feet of selling space). In addition, the Debtor operates 3 distribution facilities and a return center. The Debtor is in the process of closing all of its stores and warehouses pursuant to the authority granted under Orders of this Court dated February 23, 1998 and May 7, 1998.
5. The Debtor provided a wide assortment of value-priced merchandise for basic and fashion needs. Merchandise offerings at the Debtor's stores included (i) "hardline" products such as home furnishings, housewares, consumer electronics, home textiles, toys, outdoor sports and home fitness equipment, and household consumables; and (ii) "softline" products such as women's, men's and children's apparel, licensed team merchandise, shoes, jewelry, cosmetics and fashion accessories. As of October 25, 1997, the Debtor generated over \$1.2 billion in annual revenue and employed over 12,000 full-time and part-time employees.
6. The Debtor operated as a division of The May Department Stores Company ("May") from its inception in 1970 until the fall of 1989 when, in anticipation of its disposition, May transferred all of the Venture division's assets and liabilities to the Debtor. The Debtor was spun off as an independent publicly-held corporation on November 3, 1990. The Debtor has approximately 18.3 million shares of common stock outstanding.

Relief Requested and Basis Therefor

7. As reflected in numerous pleadings filed with the Court over the past three weeks, the Debtor has determined that it is in the best interests of its estate and its creditors to immediately commence the closure of its retail stores and the orderly liquidation of its assets. Although the Debtor's real estate interests represent by far the most significant category of value of the Debtor's estate, the Debtor also owns thousands of items of personal property (collectively, the "Miscellaneous Property"), which must be liquidated. Miscellaneous Property includes, without limitation, office furnishings and equipment, supplies, paper stock, motor vehicles, trailers, and intellectual property rights. The Miscellaneous Property does not include leased property or the Debtor's interest in executory contracts or unexpired leases, which will be addressed in separate motions filed pursuant to section 365 of the Bankruptcy Code as the need arises.

8. Because it would be impractical to file repeated applications with the Court to authorize successive sales of Miscellaneous Property, the Debtor seeks authority, in its discretion, to sell (and/or to license, in the case of intellectual property rights) Miscellaneous Property outside of the ordinary course of business, pursuant to 11 U.S.C. § 363(b), in accordance with the procedures set forth below.

9. The Debtor proposes that it be authorized to sell Miscellaneous Property having a value of less than \$25,000 in the aggregate per transaction in the exercise of its business judgment, without need for notice to any party or further Court approval. If the Debtor intends to sell Miscellaneous Property having a value in excess of \$25,000 but not more than \$500,000 in the aggregate per transaction, the Debtor proposes to provide written notice of the Proposed Sale to the Committee and the Debtor's lender, BT Commercial Corporation ("BTCC"), by facsimile.

identifying the assets to be sold, the consideration to be received by the Debtor, the proposed purchaser and a contact person at the Debtor's offices whom BTCC or the Committee's financial advisors may contact with any questions regarding the proposed transaction. If neither BTCC nor the Committee objects to the sale within four business days after receipt of the notice, the Debtor may enter into and consummate the sale without further notice to any party and without obtaining any further Order of this Court. If BTCC or the Committee submits a timely objection to the proposed sale, the sale will not be consummated absent (i) a withdrawal of the objection, or (ii) entry of an order of this Court authorizing such sale. Nothing herein would preclude the Debtor from seeking further Court approval for any asset sale transaction.

10. Section 363(b) of the Bankruptcy Code provides that a debtor "after notice and a hearing, may use, sell or lease, other than the ordinary course of business, property of the estate." To approve a use, sale or lease of property other than in the ordinary course of business, the court must find "some articulated business justification." See, e.g., In re Martin (Myers v. Martin), 91 F.3d 389, 395 (3d Cir. 1996) (citing In re Schipper (Fulton State Bank v. Schipper), 933 F.2d 513, 515 (7th Cir. 1991); Comm. of Equity SEC Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983); In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of Lionel Corp. and requiring good faith). In re Delaware and Hudson Ry. Co., 124 B.R. 169 (D. Del. 1991) (concluding that the Third Circuit adopted the "sound business judgment" test in the Abbotts Dairies decision).

11. Courts in this District have often approved similar requests by debtors to sell miscellaneous assets without the need for further Court approval, finding that the relief requested is consistent with the applicable provisions of the Bankruptcy Code. See, e.g., In re First Merchants

Acceptance Corp., Case No. 97-1500 (JJF) (D. Del. December 2, 1997) (order authorizing sale of miscellaneous office equipment with notice only to creditors' committee and lender, without need for transaction-by-transaction motion and court approval).

12. The Debtor seeks to sell the Miscellaneous Assets to third parties at prices negotiated by the Debtor and each third-party purchaser in arms-length, good faith transactions. The flexibility to pursue sales without the need to come back to the Court on each transaction is necessary to obtain the highest value for the Miscellaneous Assets and minimize administrative expenses, for the benefit of the Debtor's estate and its creditors. Moreover, given the requirement that the Debtor provide notice to the Committee and BTCC for any transaction involving the sale of Miscellaneous Goods for a purchase price in excess of \$25,000 in the aggregate, adequate oversight of the Debtor's exercise of its business judgment is ensured.

13. The proposed sales of Miscellaneous Property will be in "good faith" within the purview of the Abbotts Dairies analysis. The Committee and BTCC will have an opportunity to review and, if they wish, object to the adequacy of the price to be received for any proposed sale of Miscellaneous Property. Subject to the liens of BTCC and any other party holding an otherwise allowable secured claim in the Miscellaneous Property, the proceeds from the sales of Miscellaneous Property will flow into the Debtor's estate, to the benefit of the Debtor's estate and its creditors.

14. Accordingly, the Debtor requests authority under 11 U.S.C. § 363(b) to sell Miscellaneous Goods in the manner provided above without the necessity for any further order of this Court. Such sales will be free and clear of all liens, claims and encumbrances, with all liens, claims and encumbrances attaching to the proceeds of sale.

Notice

15. No trustee or examiner has been appointed in this chapter 11 case. Notice of this Motion has been given to (a) the United States Trustee, (b) the members of the official service list established in this chapter 11 case, (c) counsel for the Creditors' Committee, and (d) counsel for BTCC. In light of the nature of relief requested herein, the Debtor submits that no other or further notice need be given.

No Prior Request

16. No previous request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto authorizing the sale of Miscellaneous Goods free and clear of liens, claims and encumbrances subject to the limitations and procedures provided herein, and granting such other and further relief as the Court deems just and proper.

Dated: May 18, 1998
Wilmington, Delaware

Respectfully submitted,

PEPPER HAMILTON LLP



David B. Stratton (DE No. 960)
David M. Fournier (DE No. 2812)
1201 Market Street, Suite 1600
P.O. Box 1709
Wilmington, Delaware 19899
(302) 777-6500

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J. Gregg Miller
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103
(215) 981-4000

ATTORNEYS FOR DEBTOR
AND DEBTOR IN POSSESSION

WL #18431 VI (TND01LWPD)

EXHIBIT D

ASSIGNMENT

WHEREAS, Venture Stores, Inc. (hereinafter "Assignee"), a corporation duly organized under the laws of the State of Delaware, having its principal place of business at 2001 East Terra Lane, O'Fallon, Missouri 63366, is the owner of the following trademark now registered in the United States Patent and Trademark Office, as well as the goodwill of the business associated therewith:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF REG.</u>
615 COMFORT COLLECTION	1,828,910	March 29, 1994

WHEREAS, Edison Brothers Stores, Inc. (hereinafter "Assignor"), a corporation duly organized under the laws of the State of Delaware, having its principal place of business at 501 North Broadway, St. Louis, Missouri 63102, is desirous of acquiring all right, title and interest in and to the aforesaid registered trademark, together with the goodwill of the business associated therewith;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee all of its right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark and the registration thereof, and its right to sue for past infringement thereof.

EXHIBIT D (con't)

This Agreement shall inure to the benefit of, and be binding upon, the parties, their heirs, successors and assigns.

Executed effective as of the 10th day of September, 1998.

ASSIGNOR

ASSIGNEE

VENTURE STORES, INC.

EDISON BROTHERS STORES, INC.

By: Russell Selt

By: Alan A. Sachs

Name: Russell Selt

Name: ALAN A. SACHS

Title: President

Title: Senior Vice President

Date: 9-2-98

Date: 9/10/98