

08-20-1999



ET

101122058

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)

8-18-99

Conveyance Type

Assignment
 Security Agreement
 License
 Nunc Pro Tunc Assignment

Document ID#

[Empty box]

Effective Date
Month Day Year

Correction of PTO Error

Reel # [] Frame # []

Merger

07/29/99

Corrective Document

Reel # [] Frame # []

Change of Name

Other []

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Starter Outlet Stores, Inc.

07/29/99

Formerly

[Empty box]

Individual General Partnership Limited Partnership Corporation Association

Other

[Empty box]

Citizenship /State of Incorporation/Organization

Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name

Official Starter LLC

DBA/AKA/TA

[Empty box]

Composed of

[Empty box]

Address (line 1)

1800 Moler Road

Address (line 2)

[Empty box]

Address (line 3)

Columbus

Ohio

43207

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association
 Other Limited Liability Company
If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Citizenship/State of Incorporation/Organization

Delaware

FOR OFFICE USE ONLY

08/20/1999 NTHAI1 0000052 1788640

40E

01 FC:481 40.00 PD

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded and required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,788,640"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joseph R. Dreitler Joseph R. Dreitler 8/9/99
 Name of Person Signing Signature Date Signed

U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made effective this 29th day of July, 1999 by Starter Outlet Stores, Inc., a Delaware corporation ("Assignor") to Official Starter LLC, a Delaware limited liability company ("Assignee"). as required by the Asset Purchase Agreement entered between Assignors and Assignee and Value City Department Stores, Inc., an Ohio corporation, on July 14, 1999 ("Asset Purchase Agreement"). Capitalized terms used and not defined herein have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Assignor, having ongoing and existing businesses, has adopted and is currently using or own certain marks, and have agreed to assign to Assignee all of Assignor's right, title, and interest in and to all their domestic and foreign registered or unregistered trademarks, trade names, service marks, trade dress, trade styles, logos, domain names, pending applications for any of the foregoing, including, without limitation, intent to use applications and assumed names, included in the Trademarks or Intellectual Property Rights including, but not limited to those which are identified and set forth on Schedule A annexed hereto (collectively, "Marks") and the goodwill of the business of Assignor associated with the Marks.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND AND IN CONSIDERATION for one dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill of Assignor's business in connection with which the Marks are used, free and clear of any Encumbrance, and assign to and authorize Assignee to file or prosecute in its name, applications, in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Marks may be registered, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale, and transfer not been made, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, with the right to sue and collect same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representations.

Assignee, in acquiring the Marks and, in particular, the intent to use applications, is doing so intending to be the successor to that portion or the businesses of the respective Assignors to which the Marks pertain including, without limitation, the goodwill of the business associated therewith.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith, and it further covenants and agrees that it shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the

preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any fact relating to the Marks assigned herein and this Assignment; (iii) in obtaining additional trademark protection with respect to the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (iv) in the implementation or perfection of this Assignment; (v) in the recordation of this Assignment with the United States Patent and Trademark Office and any governmental/recording office of any country or countries foreign to the United States in which assignments of trademarks are recorded; and (vi) in securing the transfer of any domain names assigned thereto.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue future trademark registrations, to issue to said Assignee the entire right, title and interest in any and all registrations, in accordance with the terms of this Assignment.

This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

STARTER/OUTLET STORES, INC.

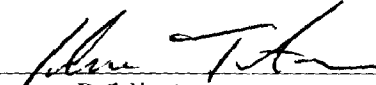
By: 

Title: Senior Vice President

Date: July 29, 1999

STATE OF New York)
) SS:
COUNTY OF New York)

On this 29th day of July, 1999, before me personally came John C. Warfel, to me known who, being duly sworn, did depose and say that he resides in the State of Connecticut; and that he signed his name thereto.


Notary Public TURITZIN
Notary Public, State of New York
No. 4852762
Qualified in Westchester County
Commission Expires 1/21/2000

Schedule "A"

STARTER OUTLET STORES, INC.

<u>Int'l Class</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
42	FIRST PICK	1,788,640	08/17/93