

02-03-00

D \$

FORM PTO-1594
Rev. 6-93
OMB No. 0651-0011 (exp. 4/94)

1/11/00
2/2/00

RECORDATION OF TRADEMARK

03-06-2000

DEPARTMENT OF COMMERCE
Patent and Trademark Office



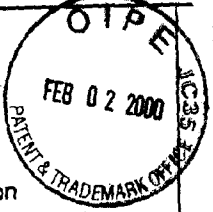
101283973

or copy thereof.

Tab settings = = =

To the Honorable Commissioner of Patents and Trademarks: P1

1. Name of conveying party(ies):
Crowley Milner and Company



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

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution Date: April 29, 1999

2. Name and address of receiving party(ies)
Name: Value City Acquisition Corp.

Internal Address:

Street Address: 1800 Moler Road

City: Columbus State: Ohio ZIP: 43207

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
SN 209,375

B. Trademark Registration No.(s)
2,048,535
1,748,601
1,786,182
1,747,178

Additional numbers attached? Yes No

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

Name: Donald F. Frei, Esquire

Internal Address: Wood, Herron & Evans, L.L.P.

Street Address: 2700 Carew Tower
441 Vine Street

City: Cincinnati, State: Ohio ZIP: 45202

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
23-3000

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

DO NOT USE THIS SPACE

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.

Donald F. Frei
Name of Person Signing

Donald F. Frei
Signature

February 2, 2000
Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and effective as of April 29, 1999 from Crowley Milner and Company, as debtor in possession, a Michigan corporation having its principal office at 2301 West Lafayette, Detroit, Michigan 48216 ("Assignor"), to Value City Acquisition Corp., a Delaware corporation having an office at 1800 Moler Road, Columbus, Ohio 43207 ("Assignee"), pursuant to the provisions of Asset Purchase Agreements dated April _____, 1999 (the "Agreements") between Assignor and Assignee.

Pursuant to the Agreements, Assignor agreed to assign to Assignee (or to one or more direct or indirect subsidiaries or any affiliates of Value City Department Stores, Inc., an Ohio corporation, having a principal place of business at 3241 Westerville Road, Columbus, Ohio 43224), all of Assignor's rights, title and interest in and to all Intellectual Property, including but not limited to all licenses or sublicenses, trade names, trademarks, service marks, copyrights, know-how, patents, patent applications, designs, and brand names, and all derivations of each thereof used in the operation of the Crowley's Macomb, Livonia, Westborn and Universal stores located at 32385 Gratiot, Macomb, Michigan 48066, 29560 Seven Mile Road, Livonia, Michigan 48152, 23303 Michigan Avenue, Dearborn, Michigan 48124 and 28300 Dequindre, Warren Michigan 48092, respectively. The aforesaid trade names, trademarks, service marks and brand names include all of Assignor's rights, title and interest in those marks, names and registrations listed on Exhibit A attached hereto and hereinafter collectively referred to as the "Mark," and the goodwill of the business

connected with the use of and symbolized by the aforesaid Mark, including the registrations of the Mark and all renewals and extensions thereof.

This Assignment is made pursuant to and governed by the Agreements and pursuant to the order dated April 14, 1999 of the Hon. Walter Shapero, United States Bankruptcy Judge (the "Order"), United States Bankruptcy Court, Eastern District of Michigan, Southern Division.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and for good and valuable consideration as set forth in the Agreements, the receipt and sufficiency of which is hereby acknowledged.

1. Assignor hereby assigns to Assignee, free and clear of all claims, liens, interests and encumbrances as provided for in the Order, all of the Assignor's right, title and interest throughout the world in and to the Mark identified in Exhibit A, including the trade name "CROWLEY'S," and in and to the trademark, brand name and service mark "CROWLEY'S," together with the goodwill of the business connected with the use of and symbolized by the aforesaid Mark and trade name, including the CROWLEY'S mark and trade name, and the federal service mark registration for the service mark "CROWLEY'S," which was registered on the Principal Register in the United States Patent and Trademark Office on January 26, 1993, and bears U.S. Reg. No. 1,748,601 in International Class 42 for retail department store services and all renewals and extensions thereof, and all registrations and applications that are or may be secured for the aforesaid Mark under the laws of the United States, its territories and possessions and throughout the world, now or hereafter in effect, for Assignee's

own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due after the date hereof or thereafter accruing, including, without limitation, all claims for damages or payments by reason of infringement or other unauthorized use of the Mark, with the right to sue and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Except as otherwise specifically provided in the Agreements, there are no representations or warranties made or given by Assignor with respect to the Mark.

3. This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Agreements. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Agreements, between Assignor and Assignee.

4. Assignor shall retain the limited right to use Intellectual Property without charge in connection with winding-up and termination of its operations.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

Dated: Detroit, Michigan
April 29, 1999

CROWLEY MILNER AND COMPANY

By: [Signature]

Name:

Title:

STATE OF

)
)ss:
)

COUNTY OF

On this 29 day of April, 1999, before me, a Notary Public, in and for the County of OAKLAND, in the State of MICHIGAN, personally appeared LANCE P. WIMMER to me known to be CEO / PRESIDENT of CROWLEY, MILNER & COMPANY, and being duly sworn and authorized, he/she executed the foregoing Assignment as the free and voluntary deed and act of the aforesaid corporation for the uses and purposes set forth.

[Signature: Patricia Karas]
Notary Public

PATRICIA KARAS
Notary Public, Oakland County, MI
My Commission Expires Mar. 25, 2002



EXHIBIT A

U.S. Registrations and Applications

<u>Mark</u>	<u>Number</u>	<u>Date</u>
CLASSIC-HOME	Reg. No. 2,048,535	4/1/97
CROWLEY'S	Reg. No. 1,748,601	1/26/93
CROWLEY'S PRIVATE STOCK PS	Appln. SN 209,375	10/3/91
JOSEPH RICHARDS	Reg. No. 1,786,182	8/3/93
KEYS & STANDART	Reg. No. 1,747,178	1/19/93

Michigan State Registrations

<u>Mark</u>	<u>Number</u>	<u>Date</u>
CLASSIC-HOME	Reg. No. M77-080	6/11/93
YOU'RE EXTRA SPECIAL	Reg. No. M20059	7/16/87