

05-03-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-23-00 DPR/FINANCE

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

March 17, 2000

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name **Filene's Basement Inc.**

March 17, 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name **Base Acquisition Corp**

DBA/AKA/TA

Composed of

Address (line 1) **1800 Moler Road**

Address (line 2)

Address (line 3) **Columbus** **Ohio** **43207**

City State/Country Zip Code

Individual General Partnership Limited Partnership 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 Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization **Delaware corporation**

04/28/2000 T10M11 00000009 230000 1526932

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 CH
375.00 CH

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 with 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

212-310-8054

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.

4

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" value="see attached"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="see attached"/>	<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

16

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 415.00

Method of Payment

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number

23-0800

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.

Dawn Harrington

Name of Person Signing

Dawn Harrington

Signature

March 23, 2000

Dated Signed

SCHEDULE A

I. FEDERAL REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
BASIC GEAR	1,526,992	Feb. 28, 1989
BASIC GEAR	1,529,807	Mar. 14, 1989
BOSTON CLIPPER ESTABLISHED 1983	1,379,255	Jan. 21, 1986
BOSTON CLIPPER QUALITY & TRADITION	1,453,285	Aug. 18, 1987
CURRIER & BRANCH	1,882,300	Mar. 7, 1995
LAUREN ALLEN	1,522,736	Jan. 31, 1989
ML STUDIO	1,524,649	Feb. 14, 1989
RICHARDS & JONES	1,523,624	Feb. 7, 1989
SADDLES	1,733,150	Nov. 17, 1992
GLOBAL VIEW	1,521,882	Jan. 24, 1989
GLOBAL VIEW	1,524,651	Feb. 14, 1989
KENNETH MOORE COLLECTION	1,310,162	Dec. 18, 1984
ROBERT WOODS LTD.	1,334,395	May 7, 1985

II. FEDERAL APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
AISLE 3	75/570,516	Oct. 14, 1998
ISPLURGE	75/774,454	Aug. 12, 1999

III. STATE REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>	<u>State</u>
AUTOMATIC BARGAIN BASEMENT	029,202	Oct. 8, 1998	MA
AUTOMATIC MARKDOWN PLAN	029,203	Oct. 8, 1998	MA
AUTOMATIC MARKDOWN PLAN	2,019,931	Dec. 3, 1991	NH

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 17th day of March 2000, between Filene's Basement, Inc., a Massachusetts corporation ("Assignor"), and Base Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark registrations and applications listed on the attached Schedule A, the trademarks referred to therein, and all the goodwill associated therewith (the "Marks"); and

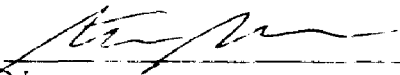
WHEREAS, in furtherance of the transactions contemplated by the Asset Purchase Agreement, dated as of February 2, 2000, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith in connection with Assignee's acquisition of the business of the Assignor to which the Marks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfer, and conveys unto Assignee all of its right, title and interest in and to the Marks, whether registered or otherwise, and to all goodwill associated therewith, including all registrations and applications for registration thereof; all renewals or extensions of any such registrations; any and all rights and entitlements associated therewith; all income, royalties, and other payments now or hereafter due or payable with respect to any of the Marks; the right to sue for past, present, and future infringements thereof and the right to recover any damages or other payments for infringements thereof.

ASSIGNOR agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and the goodwill associated therewith, and the registrations and applications thereof.

FILENE'S BASEMENT, INC.

BASE ACQUISITION CORP.

By: 
Name: Steven Siegel
Title: Chief Financial Officer

By: _____
Name:
Title:

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 17th day of March 2000, between Filene's Basement, Inc., a Massachusetts corporation ("Assignor"), and Base Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark registrations and applications listed on the attached Schedule A, the trademarks referred to therein, and all the goodwill associated therewith (the "Marks"); and

WHEREAS, in furtherance of the transactions contemplated by the Asset Purchase Agreement, dated as of February 2, 2000, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith in connection with Assignee's acquisition of the business of the Assignor to which the Marks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfer, and conveys unto Assignee all of its right, title and interest in and to the Marks, whether registered or otherwise, and to all goodwill associated therewith, including all registrations and applications for registration thereof; all renewals or extensions of any such registrations; any and all rights and entitlements associated therewith; all income, royalties, and other payments now or hereafter due or payable with respect to any of the Marks; the right to sue for past, present, and future infringements thereof and the right to recover any damages or other payments for infringements thereof.

ASSIGNOR agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and the goodwill associated therewith, and the registrations and applications thereof.

FILENE'S BASEMENT, INC.

BASE ACQUISITION CORP.

By: _____
Name:
Title:

By: *Robert M. W. [Signature]*
Name: *Robert M. W. [Signature]*
Title: *Sr. V.P. / [Signature] / Sec*