

Attorn

11-20-2000 (DRW)

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MRD 11/16/00
FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

To the Commissioner of Patents and Trademarks : Please record the attached original documents or copy thereof.

1. Name of conveying party):
Pic 'N Pay Stores, Inc.

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 20, 2000

2. Name and address of receiving party:

Name: JBI, Inc.
Internal Address: 555 Turnpike Street
Street Address:
Canton, MA 02021

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

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

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

A. Trademark Application No.:
75609356

B. Trademark Registration Nos.:
1399534, 1371445, 1088050, 1386850, 1896992, 1902186, 2222024,
1386851, 1370300, 1388544, 0869739, 1371450

Additional numbers attached? Yes No

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

Name: Douglas R. Wolf
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and registrations involved:..... [13]

7. Total fee (37 CFR 3.41).....\$ 340.00

Commissioner is authorized to charge Deposit Account No: 23/2825

DO NOT USE THIS SPACE

Charge Fee
340.00

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.

Douglas R. Wolf _____ November 16, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [8]

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

TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement ("Agreement"), by and between Pic 'N Pay Stores, Inc., a Delaware corporation having a place of business at 10301 Old Monroe Rd. Matthews, N.C. 28105 ("PNP"), and JBI Inc., a subsidiary of J. Baker, Inc., a Massachusetts corporation, ("Purchaser"), is as follows:

WHEREAS, PNP believes itself to be the owner in the United States of the Trademarks (the "Trademarks"), a list of which is set forth in Exhibit 1 hereto;

WHEREAS, Purchaser is desirous of acquiring all of PNP's right, title, and interest in the Trademarks, along with the good will symbolized by the Trademarks;

WHEREAS, Purchaser has made such inquiry as it desires into PNP's right, title, and interest in the Trademarks and is willing to acquire the Trademarks, free and clear of all liens and encumbrances, without any representations or warranties of any kind, including without limitation those of title, validity or enforceability;

WHEREAS, PNP intends to transfer to Purchaser the right to sue for past infringements of the Trademarks, if any; and

WHEREAS, PNP has agreed to transfer all of its right, title, and interest in the Trademarks and the good will symbolized by the Trademarks to Purchaser for the sum of \$10,000.00 (US) (the "Purchase Price").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Obligations of the Parties and Rights Conveyed on the Closing Date

1. Purchaser agrees to pay the Purchase Price to PNP by wire transfer by 3:00 p.m. on June 20, 2000 (the "Closing Date").
2. On the Closing Date and after PNP receives the Purchase Price, PNP agrees to execute the Trademark Assignment attached as Exhibit 2 hereto and to deliver the Trademark Assignment promptly thereafter to:

Michael A. O'Hara, Esq.
JBI, Inc.
555 Turnpike Street
Canton, MA 02021
781-821-0614 (fax)

3. At the time PNP executes the Trademark Assignment, all rights (whether or common law or otherwise), claims and causes of action relating to the Trademarks, irrespective of the time or date on which any such right, claim, or cause of action may arise or occur, shall be transferred to Purchaser.

No Representations or Warranties

4. Purchaser understands and agrees that PNP is conveying the Trademarks and the good will symbolized by the Trademarks, free and clear of all liens and encumbrances, but otherwise **AS IS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, VALIDITY, AND ENFORCEABILITY.**

5. Purchaser agrees that it has not relied, and will not rely, on any representations or statements made by PNP or its agents as to PNP's title, ownership, validity or enforceability of the Trademarks, regardless of whether any such representations or statements have been or will be made.

6. PNP's entire liability under this Agreement shall not exceed the Purchase Price. **IN NO EVENT WILL PNP BE LIABLE TO PURCHASER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RIGHTS ASSIGNED TO PURCHASER PURSUANT TO THIS AGREEMENT, WHETHER OR NOT BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE.**

General Provisions

7. This Agreement is subject to the approval of the Bankruptcy Court for the District of Delaware, and this Agreement is made effective and binding upon the parties hereto as of the date:

- (a) Both PNP and Purchaser have executed this Agreement; and
- (b) The Bankruptcy Court for the District of Delaware approves this Agreement.

8. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all agreements or statements, whether written or oral, between the parties relating to this matter. This Agreement may not be changed or modified except in writing signed by all the parties or their respective successors or assigns.

9. This Agreement, and all duties and obligations arising from this Agreement, shall operate to the benefit of and shall bind the parties and their respective successors or assigns.

10. This Agreement shall be construed under, governed by, and performed and enforced in accordance with the laws of the State of Delaware applicable to agreements made and to be performed with the State of Delaware.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Each of the parties to this Agreement participated in the drafting of this Agreement and the interpretation of any ambiguity contained in this Agreement will not be affected by the claim that a particular party drafted any provision hereof.

IN WITNESS WHEREOF, the parties hereto set their respective hands and seals this 20th day of June, 2000.

PIC 'N PAY STORES, INC.

JBL, INC.

BY: [Signature] (SEAL)
PRESIDENT

BY: [Signature] (SEAL)
MICHAEL A. O'HARA
FIRST SENIOR VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

Exhibit 1
(The Trademarks)

Mark
Amerani
Backtrail
Butterfly Dreams
Cuga
Cuga Kids
E.C.A.C.
East Coast Athletic Club
Granite Work Rock Tough Series
Lady Cuga
Mondolfo
Sabatini
Six 'N Stones
Third Mate

Exhibit 2
(The Trademark Assignment)

TRADEMARK ASSIGNMENT

Pic 'N Pay Stores, Inc., a Delaware corporation, having a place of business at 10301 Old Monroe Rd. Mathews, N.C. 28105 ("PNP"), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign to JBI, Inc., a subsidiary of J. Baker, Inc., a Massachusetts corporation ("Purchaser"), its entire right, title, and interest in and to the trademarks, listed in Exhibit A hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and including the right to sue and recover for past infringement of the Trademarks, if any.

This assignment is subject to and in accordance with the provisions of the Trademark Purchase Agreement by and between PNP and Purchaser.

IN WITNESS WHEREOF, PNP has caused this Trademark Assignment to be executed in its name and by its duly authorized representative this 20th day of June, 2000.

PIC 'N PAY STORES, INC.

BY: Baker G Smith (SEAL)
PRESIDENT

STATE OF Delaware :
COUNTY OF Wilmington : SS.

On this 20th day of June, 2000, before me appeared Baker G Smith the person who signed this instrument, who acknowledged that he signed it as his free act on behalf of Pic 'N Pay Stores, Inc., and that he is authorized to sign this assignment as on behalf of Pic 'N Pay Stores, Inc.

NLY

Notary Public
My Commission Expires: _____

**NATALIE S. WOLF, ESQ.
NOTARIAL OFFICER, STATE OF DELAWARE
LICENSED ATTORNEY-AT-LAW**

WP3:511010. 1

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Exhibit 1
(The Trademarks)

Mark
Amerani
Backrail
Butterfly Dreams
Cuga
Cuga Kids
E.C.A.C.
East Coast Athletic Club
Granite Work Rock Tough Series
Lady Cuga
Mondolfo
Sabatini
Six 'N Stones
Third Mate

WPS: 511010. 1

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*** TOTAL PAGE 09 ***

RECORDED: 11/16/2000

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