

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

GB Retailers, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Value City of Michigan, Inc. Internal Address:

Street Address: 36901 Warren Road City: Westland State: MI Zip: 48185

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 11, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,582,696

WHEEL TECH

Additional number(s) attached Yes No

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

Name: Donald F. Frei, Esq.

Internal Address: Wood, Herron & Evans, L.L.P. 2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202

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: 23-3000

DO NOT USE THIS SPACE

9. Signature.

Donald F. Frei, #21,190 Name of Person Signing

Signature (handwritten)

March 31, 2004 Date

Total number of pages including cover sheet, attachments, and document: 3

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

CH \$40.00 233000 2582696

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of January 1, 2004, (the "Effective Date") between GB Retailers, Inc., a Delaware corporation ("ASSIGNOR"), and Value City of Michigan, Inc., a Michigan corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE its entire right, title and interest in and to United States Trademark Registration No. 2,582,696, WHEEL TECH, issued June 18, 2002 (hereinafter the "Mark"), and the goodwill of the business associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and to the Mark, together with the goodwill of the business associated with the Mark, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by ASSIGNEE, its successors, assigns or other legal representatives, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all claims for damages for or by reason of past, present or future infringement or other unauthorized use of the Mark and the right to sue for and collect such damages for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR further covenants that it has the full right to convey to ASSIGNEE the entire right, title and interest in, to and under the Mark, including the right to apply for, obtain and maintain registration of trademarks in any country thereon, and further that ASSIGNOR will not execute any agreement in conflict therewith.

ASSIGNOR also hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, all of its rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of the Mark.

ASSIGNOR hereby authorizes the ASSIGNEE, its successors, assigns or other legal representatives to apply in its or their own name or names for trademarks in all countries.


ASSIGNOR hereby agrees for itself, its successors, assigns and other legal representatives, promptly upon request of the ASSIGNEE, its successors, assigns or other legal representatives, to execute and deliver, or have executed and delivered, without further compensation any power of attorney, assignment, or other lawful documents and any further assurances that may be deemed necessary by the ASSIGNEE, its successors, assigns or other legal representatives, fully to secure to ASSIGNEE and its successors, assigns or other legal representatives, the entire right, title and interest as aforesaid in and to the Mark and any and all U.S. and foreign equivalents that have been or may be granted in and to the Mark.

ASSIGNOR hereby covenants and agrees that it shall cease and refrain from all use of the Mark in all countries of the world as of the date hereof, unless it is licensed by ASSIGNEE to use the Mark.

ASSIGNOR 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 register trademarks, to record ASSIGNEE as the assignee and owner of the Mark.

* * * * *

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

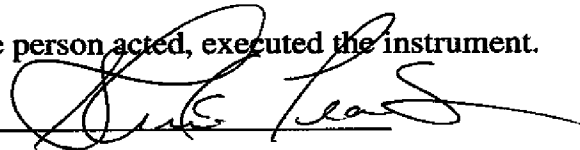
	GB RETAILERS, INC. By:  Name: <u>Julio DAVIS</u> Title: <u>Executive VP & General Counsel</u>
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STATE OF OHIO)

) ss

COUNTY OF FRANKLIN)

On 3/11, 2004, before me personally appeared Julio Davis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public



SHERIKA PEAKS
Notary Public, State of Ohio
My Commission Expires 12-25-08