

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leslie Fay Licensing Enterprises Corporation		03/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Value City Acquisition Corp.
Street Address:	3241 Westerville Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43224
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2016560	LESLIE FAY
Registration Number:	2184300	LESLIE FAY
Registration Number:	1609153	LESLIE FAY
Registration Number:	513305	LESLIE FAY
Registration Number:	2489250	LADY LESLIE DIVISION OF LESLIE FAY
Registration Number:	817834	LESLIE JUNIORS

CORRESPONDENCE DATA	
Fax Number:	(513)421-7269
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-241-2324
Email:	tremaklus@whepatent.com
Correspondent Name:	Theodore R. Remaklus, Esq.
Address Line 1:	441 Vine Street
Address Line 2:	2700 Carew Tower
Address Line 4:	Cincinnati, OHIO 45202

CH \$165.00 2016560

ATTORNEY DOCKET NUMBER:

VCAC-03 122

NAME OF SUBMITTER:

Theodore R Remaklus

Total Attachments: 1

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DEED OF ASSIGNMENT OF TRADEMARK/SERVICEMARK

- (a) Assignor's Name: Leslie Fay Licensing Enterprises Corporation
- (b) Assignor's Jurisdiction: Delaware Corporation
- (c) Assignor's Address: 1412 Broadway, New York, New York 10018
(Herein referred to as "Assignor")
- (d) Assignee's Name: Value City Acquisition Corp.
- (e) Assignee's Jurisdiction: Delaware Corporation
- (f) Assignee's Address: 3241 Westerville Road, Columbus, Ohio 43224
(Herein referred to as "Assignee")

(G)	U.S. Registration No.	Mark
	2,016,560	LESLIE FAY
	2,184,300	LESLIE FAY
	1,609,153	LESLIE FAY
	513,305	LESLIE FAY
	2,489,250	LADY LESLIE DIVISION OF LESLIE FAY
	817,834	LESLIE JUNIORS

THIS ASSIGNMENT is made between the Assignor and Assignee identified above.

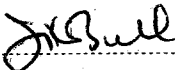
WHEREAS, Assignor is the owner of the trademark registrations indicated in the above schedule (G) (herein referred to as "the stated Intellectual Property"); and Assignee is desirous of acquiring the same;

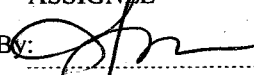
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all right, title and interest in and to the stated Intellectual Property, including all common law rights, and including the right to recover damages for past infringement, together with the goodwill of the business connected with the use of and symbolized thereby.

Assignor further agrees to identify and communicate to Assignee, at Assignee's request, such documents and information concerning the stated Intellectual Property that are within the possession or control of Assignor, and to provide further assurances and testimony on behalf of Assignee that may lawfully be required of Assignee in respect to maintaining the rights in the stated Intellectual Property, all without further consideration.

As required by 15 U.S.C. §1060, with respect to each (if any) of the applications listed above which was filed under Section 1(b) of the Lanham Act, 15 U.S.C. §1051(b), and in which a verified Statement of Use has not been filed, Assignor and Assignee hereby represent that Assignee is a successor to the business of Assignor, or the portion thereof to which each mark pertains, if that business is ongoing and existing.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives this ~~25~~ day of March, 2004:

ASSIGNOR
 By: 
 Name (Print): J R BUDD
 Title: CFO

ASSIGNEE
 By: 
 Name (Print): Julio DAVIS
 Title: EVP + General Counsel