

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
Value City of Michigan, Inc.		05/28/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Schottenstein Stores Corporation
Street Address:	1800 Moler Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43207
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76552256	SUPER VALUE
Serial Number:	76553770	MALLBUSTERS!* VALUE CITY VALUE CITY VALUE CITY VS. THE MALL *GET TONS MORE STUFF THAN YOU GET AT THE MALL!

CORRESPONDENCE DATA	
Fax Number:	(513)241-6234
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5132412324
Email:	KBurgoyne@whepatent.com
Correspondent Name:	Donald F. Frei - Wood, Herron & Evans
Address Line 1:	441 Vine Street
Address Line 2:	Suite 2700
Address Line 4:	Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	VALU324/319
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NAME OF SUBMITTER:	Donald F. Frei, Reg. No. 21,190
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Total Attachments: 2

CH \$65.00 76552256

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SERVICE MARK ASSIGNMENT

SERVICE MARK ASSIGNMENT dated as of May 1, 2004 (the "Effective Date") between Value City of Michigan, Inc., a Michigan corporation ("ASSIGNOR"), and Schottenstein Stores Corporation, a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE its entire right, title and interest in and to i) United States Service Mark Application Serial No. 76/552,256, SUPER VALUE and Design, filed October 17, 2003, and ii) United States Service Mark Application Serial No. 76/553,770, "MALLBUSTERS! . . . GET AT THE MALL!," filed October 23, 2003 (collectively hereinafter the "Marks"), and the goodwill of the business associated with the Marks;

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 Marks, together with the goodwill of the business associated with the Marks, 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 Marks 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 Marks, 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 Marks.

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 Marks and any and all U.S. and foreign equivalents that have been or may be granted in and to the Marks.

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 Marks

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

VALUE CITY OF MICHIGAN, INC.

By: [Signature]

Name: Julia A. Davis

Title: Executive Vice President and General Counsel

STATE OF OHIO)
COUNTY OF Franklin) ss

On May 26, 2004, before me personally appeared Julia A. 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public



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