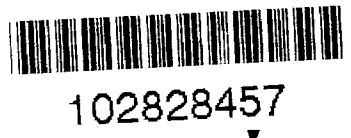


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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
One Price Clothing Stores, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Rainbow Women's Retail Group Ltd.
Internal
Address: _____
Street Address: 1000 Pennsylvania Ave.
City: Brooklyn State: NY Zip: 11207

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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: April 5, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tonya Chapple
Internal Address: CSC
Street Address: 80 State Street, 6th Floor
City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Amy Lee Brady
Name of Person Signing

Amy L Brady
Signature

08/06/2004
Date

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

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



08-09-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

TRADEMARK
REEL: 003039 FRAME: 0942

09/01/2004 15:39:00
01 FC: 6521
02 FC: 6522

SCHEDULE A

Mark	Registration Number	Registration Date
EVERY DAY EVERY ITEM	1,543,961	6/13/1989
ONE PRICE	1,599,994	6/5/1990
OPC FASHIONS	2,219,743	1/19/1999
OPC	2,261,574	7/13/1999
BESTPRICE! FASHIONS	2,722,742	6/3/2003
BESTPRICE!	2,762,933	9/9/2003

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is dated as of April 5, 2004 (this "Assignment") from and by **ONE PRICE CLOTHING STORES, INC.**, a Delaware corporation (the "Assignor"), in favor of **RAINBOW WOMEN'S RETAIL GROUP LTD.**, a domestic corporation (the "Assignee").

W I T N E S S E T H

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of March 15, 2004 by and among the Assignor and the Assignee (the "Purchase and Sale Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase and Sale Agreement), the Assignor agreed to sell or cause the sale of the Assets, including, without limitation, the Marks (as hereinafter defined), to the Assignee; and

WHEREAS, as consideration for the Assignee's agreement to enter into the Purchase and Sale Agreement and consummate the transactions contemplated therein, the Assignor desires to assign, transfer and convey its right, title and interest in and to the marks listed on Schedule A attached hereto, any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business developed through the use thereof to the Assignee as well as all rights to damages or profits due or accrued arising out of past infringement of the same and the right to sue for and recover the same in the Assignee's own name (collectively, the "Marks").

NOW, THEREFORE, pursuant to the Purchase and Sale Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. The Assignor does hereby convey, transfer all of the Assignor's right, title, and interest in and to the Marks (but subject to the PR/VI License Agreement), including Assignor's right to use the Marks in connection with the operation of specialty retail stores offering apparel for women, juniors and children and accessories for women, juniors and children.

2. Further Assurances. (a) The Assignor agrees to execute and deliver at a future date any additional documents, at the Assignee's request and expense, that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

(b) The Assignor authorizes and requests any official throughout the world whose duty is to register and record ownership in any registrations and applications for registration to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks, including Assignor's rights to use the Marks in connection with the operation of specialty retail stores offering apparel for women, juniors and children and accessories for women, juniors and children.

(c) In the event Assignee brings suit for past infringement of the Marks and the sued infringing party brings a counterclaim, cross claim or other claim against Assignor as a result of such suit, Assignee shall indemnify and hold harmless Assignor, its successors and assigns, and all of its respective directors, officers, employees, shareholders, principals, agents and legal representatives, from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, legal fees and other expenses) that arise out of or relate to the claim.

3. Amendment. This Assignment may be amended or modified only by a written instrument signed by each of the parties hereto.

4. Purchase and Sale Agreement. To the extent that any provision contained in this Assignment conflicts or is inconsistent with the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall govern.

5. Counterparts. This Assignment may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

7. Governing Law. The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

[Signature page follows]

SCHEDULE A

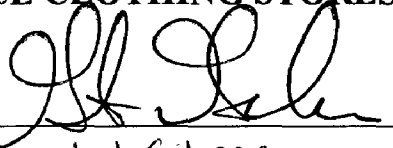
Mark	Registration Number	Registration Date
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ONE PRICE	1,599,994	6/5/1990
OPC FASHIONS	2,219,743	1/19/1999
OPC	2,261,574	7/13/1999
BESTPRICE! FASHIONS	2,722,742	6/3/2003
BESTPRICE!	2,762,933	9/9/2003

Unregistered Marks

One Price Clothing Store
One Price Clothing Fashions
One Price & More
One Price Clothing Fashions & More
One Price Clothing Fashions & More + Kids
Ray's 7-5-3-11

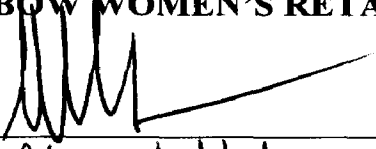
IN WITNESS WHEREOF, the parties has caused this Assignment to be executed by their respective duly authorized officers as of the date first written above.

ONE PRICE CLOTHING STORES, INC.

By: 
Name: Grant H. Gibson
Title: President

ACCEPTED:

RAINBOW WOMEN'S RETAIL GROUP LTD.

By: 
Name: Glenn I. Haberman
Title: Ass't. Secretary

[Signature page to Trademark Assignment]

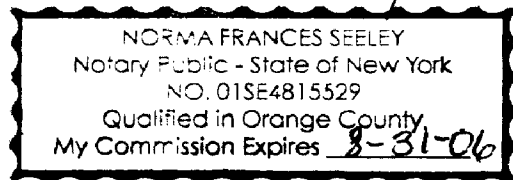
STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 5th day of April, 2004 before me personally appeared Glenn I. Habermann, to me known to be the person who executed the foregoing Trademark Assignment Agreement, who being by me duly sworn, deposes and says that he is the Asst. Secretary of Rainbow Women's Retail Group Ltd., a corporation, which executed the foregoing Trademark Assignment Agreement; and that he signed his name thereto pursuant to authority granted to him by the Board of Directors of such corporation.

Norma Frances Seeley
Notary Public



STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 5th day of April, 2004 before me personally appeared Grant Gibson, to me known to be the person who executed the foregoing Trademark Assignment Agreement, who being by me duly sworn, deposes and says that he is the President of One Price Clothing Stores, Inc., a Delaware corporation, which executed the foregoing Trademark Assignment Agreement; and that he signed his name thereto pursuant to authority granted to him by the board of directors of such corporation.

Norma Frances Seeley
Notary Public

