

09-13-2004



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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

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

1. Name of conveying party(ies):
FACTORY 2-U STORES, INC.

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

Other

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

2. Name and address of receiving party(ies)
Name: **FP STORES, INC.** *g-f-04*
Internal Address:
Street Address: **15001 SOUTH FIGUEROA STREET**
City: **GARDENA** State: **CA** Zip: **90248**

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

*CONFIRMATION
9-10-04 11:07:07*

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **TRANSFER OF SECURITY INTEREST**
 Execution Date: **SEPTEMBER 3, 2004**

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.(s)
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) **2,476,712**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name **CHRISTOPHER H. PATAY, ESQ.**
 Internal Address
PILLSBURY WINTHROP LLP
 Street Address: **725 SOUTH FIGUEROA STREET SUITE 2800**
 City: **LOS ANGELES** State: **CA** Zip: **90017-5406**

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: **16-1805**

(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.

CHRISTOPHER H. PATAY *[Signature]* **9/8/04**
 Name of Person Signing Signature Date

99/10/2004 BYRNE 00000016 2476712
 01 FC:0581 40.00 DP

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

TRADEMARK AND COPYRIGHT ASSIGNMENT

This Trademark and Copyright Assignment (this "Assignment") is executed and delivered, effective as of the 30 day of September, 2004, by FACTORY 2-U STORES, INC., a Delaware corporation and a debtor and debtor-in-possession in a Chapter 11 case currently pending before the United States Bankruptcy Court for the District of Delaware as Case No. 04-10111 (PJW) ("Transferor"), to and in favor of FP Stores, Inc., a California corporation ("Transferee"), on an as-is, where-is basis, except for and subject to the representations and warranties of Transferor contained in this Assignment and that certain Second Amended and Restated Agency Agreement dated September 2, 2004, (the "Agency Agreement"), between Transferor and its agent, Factory 2-U Acquisition, LLC. Unless otherwise expressly defined herein, all capitalized terms used in this Assignment shall have the meanings ascribed to it in the Agency Agreement.


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor does hereby sell, assign, transfer, convey and deliver unto Transferee all right, title and interest in and to all trademarks, trademark registrations, trademark applications, trade names (including without limitation the trademark and trade name Factory 2-U, General Textiles, Inc., General Textiles, Family Bargain Corporation and Family Bargain Center), service marks, service mark registrations, service mark applications, logos, product names and domain names of Transferor, including, without limitation, all registered trademarks and trademark applications described on Schedule A attached hereto (the "Trademarks") and all copyrights of Transferor (the "Copyrights"), along with the goodwill associated therewith, and any applications or registrations relating thereto, and the right to bring suit, make any claim for and recover for past or future acts of infringement.

The rights assigned by this Assignment in and to the Copyrights include, but are not limited to, the right to copy or reproduce the Copyrights, the right to distribute the Copyrights, the right to display the Copyrights publicly, the right to make derivative works based upon the Copyrights and the right to renew or extend the copyright in the Copyrights, to the extent permitted by law.

Transferor further agrees, at the request of Transferee or its successor in interest, to do all lawful acts required by the Agency Agreement under this Assignment.

IN WITNESS WHEREOF, Transferor has caused this assignment to be executed in full accordance with the laws of California as of the date first set forth above.

FACTORY 2-U STORES, INC.

By: 
Name: Barbara Platen
Its: Chief Executive Officer

SCHEDULE A
TRADEMARKS

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date	Status / Assignee
FACTORY 2-U STORES, INC.			
F2U	78/418,879	05/14/04	Pending Factory 2-U Stores, Inc.
WHO KNEW?	2,839,890	05/11/04	Registered Factory 2-U Stores
DIRECT TRADE IMPORTS and Design	2,476,712	08/07/01	Registered Direct Trade Imports, Inc. <i>[Security Interest to Factory 2-U Stores, Inc. - Recorded 08/13/02]</i>
WE TAKE DISCOUNT STORE PRICES AND LOWER THEM	2,448,939	05/08/01	Registered Factory 2-U Stores, Inc.
DESIGN ONLY	2,330,543	03/21/00	Registered Factory 2-U Stores, Inc.
FAMILY BARGAIN CENTER and Design	2,185,627	09/01/98	Registered Factory 2-U Stores, Inc.
FAMILY BARGAIN CENTER-AN FBC STORES CORPORATION	1,521,316	01/17/89	Registered General Textiles
DESIGN (BIRD)	1,416,719	11/11/86	Registered Factory 2-U Stores, Inc.
FAMILY 2-U	1,337,365	05/21/85	Registered Factory 2-U Stores, Inc.

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RECORDED: 09/09/2004

TRADEMARK
REEL: 003045 FRAME: 0121