

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amazing Savings Inc	FORMERLY Odd Job Stores Inc.	04/19/2005	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Simply Amazing LLC		
Street Address:	7 Orchard Hill Drive		
City:	Monsey		
State/Country:	NEW YORK		
Postal Code:	10952		
Entity Type:	Limited Liability Company:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2354959	AMAZING SAVINGS	
CORRESPONDENCE DATA			
Fax Number:	(516)227-1601		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5162271600		
Email:	kwesch@srsllp.com		
Correspondent Name:	Kristina M. Wesch		
Address Line 1:	333 Earle Ovington Blvd		
Address Line 2:	Suite 901		
Address Line 4:	Uniondale, NEW YORK 11553		
NAME OF SUBMITTER:	Kristina M. Wesch		
Signature:	/Kristina M. Wesch/		
Date:	04/19/2005		

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), made as of this 19th day of April, 2005, by and between Amazing Savings Inc, formerly known as Odd Job Stores Inc. ("Assignor"), and Simply Amazing LLC ("Assignee").

WHEREAS, Assignor is the owner in the United States of all right, title and interest in and to the trademark identified on Schedule "A" attached hereto and incorporated herein, together with any and all registrations and/or applications for such trademarks in the U.S. Patent and Trademark Office and the goodwill related thereto (hereinafter collectively identified as the "Trademarks"); and;

WHEREAS, on January 12, 2005, Assignor and certain of its affiliates (collectively, the "Debtors") commenced voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, Case Number (05-10171 (RDD) (the "*Bankruptcy Court*");

WHEREAS, the Bankruptcy Court has entered an order (the "*Order*") approving the sale and conveyance by the Debtors of certain property, including, without limitation, the sale and conveyance of the Trademarks, together with all goodwill related thereto, by the Seller to the Purchaser on the terms and conditions set forth in this Agreement.

WHEREAS, pursuant to the Order, Assignor has agreed to assign to Assignee the entire right, title and interest throughout the world Assignor has or may have, in and to the Trademarks, together with the goodwill of the business symbolized thereby and associated therewith.

NOW, THEREFORE, in consideration of the foregoing premises, the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. ASSIGNMENT

1.1 Assignor does hereby assign and transfer unto Assignee its entire right, title and interest in and to the Trademarks for all goods and services together with any and all registrations and/or applications for such trademarks in the U.S. Patent and Trademark Office, and the related goodwill of the business symbolized by and associated with said Trademarks.

1.2 Assignor agrees to cooperate in executing any further documents necessary for recordation in any governmental office or agency and/or to otherwise give effect to the purpose of this Assignment.

1.3 Assignor represents and warrants to Assignee that, as of the effective date of the Agreement, the Trademark: (i) has been in continuous use in interstate commerce in the United States since at least as early as August 26, 1987; (ii) has been in use through at least February 28, 2005; and (iii) that Assignor has the authority to assign the Trademark and to make this Assignment. Other than the foregoing, Assignee hereby acknowledges and agrees that the Trademark is being assigned and transferred "AS IS, WHERE IS, WITH ALL FAULTS."

II. BINDING ON SUCCESSORS AND ASSIGNS

2.1 Assignor. All the covenants and agreements of Assignor herein contained shall apply to and bind Assignor and Assignor's executors, agents, administrators, representatives, heirs, invitees, successors and assigns.

2.2 Assignee. All the covenants and agreements of Assignee herein contained shall apply to and bind Assignee and Assignee's executors, agents, administrators, personal representatives, heirs, invitees, successors and assigns.

2.3 Use of Term. The terms "Assignee" and "Assignor" as used in this Assignment shall mean and include Assignor's and Assignee's successors and assigns.

III. MISCELLANEOUS

3.1 Counterparts. This Assignment may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes.

3.2 Governing Law. This Assignment shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor as of the date first above written.

ASSIGNOR:
AMAZING SAVINGS INC.

By: Stuart S. Levy

SCHEDULE "A"
TRADEMARKS

AMAZING SAVINGS

Registration No. 2,354,959

Date of Registration: 6/6/00

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