

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
Ames Merchandising Corporation		04/16/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Value City of Michigan, Inc.		
Street Address:	36901 Warren Road		
City:	Westland		
State/Country:	MICHIGAN		
Postal Code:	48185		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2579321	ALPINE RIDGE	
Registration Number:	2379060	ALPINE RIDGE	
Registration Number:	2410722	ALPINE RIDGE	
Registration Number:	2499088	ALPINE RIDGE	
Registration Number:	2579709	ALPINE RIDGE	
Serial Number:	75891322	DENIM ZONE	
CORRESPONDENCE DATA			
Fax Number:	(513)421-7269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5132412324		
Email:	tremaklus@whepatent.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		

OP \$165.00 2579321

ATTORNEY DOCKET NUMBER:	VALU-01 / 122
NAME OF SUBMITTER:	Theodore R. Remaklus
Signature:	/theodore r remaklus/
Date:	01/29/2007
Total Attachments: 3 source=assignment from ames to value city#page1.tif source=assignment from ames to value city#page2.tif source=assignment from ames to value city#page3.tif	

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of April 16,  2003 by and between Ames Merchandising Corporation, a subsidiary of Ames Department Stores, Inc., a Delaware corporation, ("Assignor") and Value City of Michigan, Inc., a Michigan corporation ("Assignee").

RECITALS

A. WHEREAS, Assignor owns all right title and interest in, to and under the trademarks "Denim Zone" and "Alpine Ridge" (the "Marks").

B. WHEREAS, Assignor desires to assign all of its right, title and interest in, to and under the Marks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

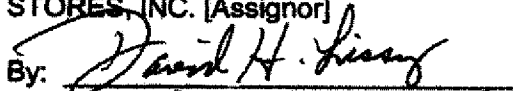
I. Assignor hereby sells, assigns and transfers to Assignee and Assignee's successors and assigns, Assignor's entire right, title and interest in and to the Marks, together with all of the goodwill associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past and future infringements and of opposition and/or cancellation proceedings for protection of the Marks.

II. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file its own name applications for trademark and/or service marks, domain names, patent and copyright registration in the United States and foreign jurisdictions in connection with the Marks, and to secure in its own name the registrations granted thereon.


III. Assignor agrees to execute any additional documents, make available any and all records and materials, and take any further actions, necessary or reasonably requested by Assignee to effect or evidence the assignment set forth above and evidence the prior use of the Marks ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, make available any and all records and materials, or take such further actions to effect or evidence the assignment set forth above and evidence the prior use of the Marks, Assignor hereby agrees, for itself and its successors, assigns, donees and transferees, to the fullest extent permitted by law, that an officer of Assignee, and any successor of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorneys-in-fact, whose power

is expressly coupled with an interest, with full authority to execute any Supporting Documents requested by Assignee, make available any and all records and materials, and perform all other acts necessary to effect, perfect or evidence the assignment set forth above and evidence the prior use of the Marks.
IN WITNESS WHEREOF, the parties have duly executed this Assignment on the date set forth above.

AMES MERCHANDISING CORPORATION,
A subsidiary of AMES DEPARTMENT
STORES, INC. [Assignor]

By: 
Print Name: DAVID H. LISSIN
Its: Vice President

VALUE CITY OF MICHIGAN
, INC. [Assignee]

By: 
Print Name: Julie Davis
Its: Executive VP + General Counsel

Schedule A
UNITED STATES TRADEMARK REGISTRATIONS

<i>Trademark</i>	<i>App./Req. No.</i>	<i>Status</i>
DENIM ZONE (and design)	No. 2,271,446	Registered
DENIM ZONE	No. 75/891,322	Pending
ALPINE RIDGE	No. 2,579,321	Registered
ALPINE RIDGE	No. 2,379,060	Registered
ALPINE RIDGE	No. 2,410,722	Registered
ALPINE RIDGE	No. 2,499,088	Registered
ALPINE RIDGE	No. 2,579,709	Published