

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
Bonus Stores, Inc.		09/12/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Variety Wholesalers. Inc.		
Street Address:	1000 Facet Road		
City:	Henderson		
State/Country:	NORTH CAROLINA		
Postal Code:	27536		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1063568	BILL'S	
CORRESPONDENCE DATA			
Fax Number:	(704)375-0729		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.375.9249		
Email:	j.scott.evans@adamspat.com		
Correspondent Name:	J. Scott Evans		
Address Line 1:	201 S. College Street		
Address Line 2:	Suite 2350 Charlotte Plaza		
Address Line 4:	Charlotte, NORTH CAROLINA 28244		
ATTORNEY DOCKET NUMBER:	2178/19		
NAME OF SUBMITTER:	J. Scott Evans		
Signature:	/J. Scott Evans/		
Date:	04/02/2007		

OP \$40.00 1063568

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with the exhibits and schedules hereto, this "Agreement"), is made as of this 12th day of September 2003 (the "Effective Date"), by and among VARIETY WHOLESALERS, INC., a North Carolina corporation ("Purchaser"), and BONUS STORES, INC., a Delaware corporation ("Seller").

WITNESSETH

WHEREAS, Seller is engaged in the business of operating general merchandise stores (the "Business");

WHEREAS, on July 25, 2003, Seller filed a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") for relief under Chapter 11, title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code");

WHEREAS, Seller continues in the possession and control of its property;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, Seller's assets, inventory, offices, distribution center and rights relating thereto as more fully described herein, free and clear of all liens, claims and encumbrances upon the terms and conditions set forth herein; and

WHEREAS, Purchaser and Seller entered into an Asset Purchase Proposal, dated as of September 3, 2003 (the "Term Sheet").

NOW, THEREFORE, for and in consideration of the representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in conjunction with the requirements of the Term Sheet, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1

1.1 Definitions.

As used herein, the following terms shall have the following meanings:

"*Acquired Assets*" has the meaning ascribed thereto in Section 2.1 hereof.

"*Acquired Locations*" has the meaning ascribed thereto in Section 2.1(a) hereof.

"*Acquired On-Going Stores*" has the meaning ascribed thereto in Section 2.1(a) hereof.

ARTICLE 2

SALE AND PURCHASE OF ASSETS

2.1 Sale and Purchase of Assets. On the Closing Date and subject to the terms and conditions set forth in this Agreement, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of Seller's right, title and interest in and to the assets described herein as those assets exist on the Closing Date, free and clear of any Lien. Purchaser may, on or prior to Closing, assign its rights to purchase some or all of the Acquired Assets to one or more affiliated entities of Purchaser. The assets, properties, rights and interests of whatever kind or nature, tangible, intangible or personal, to be sold or assigned hereunder (collectively, the "Acquired Assets") shall include all of Seller's right, title and interest in and to the following:

- (a) all owned furniture, signs, fixtures, appurtenances, improvements, equipment and supplies which are located at (i) the Headquarters; (ii) at each of the Seller's on-going retail store locations identified on Schedule 2.1(a)(i) annexed hereto (the "Acquired On-Going Stores", and together with the Headquarters, the "Acquired Locations"); and (iii) at certain other locations of the Seller identified on Schedule 2.1(a)(ii) annexed hereto (the "Hilco Closing Locations" and together with the Acquired On-Going Stores, the "Remaining Retail Locations");
- (b) fee simple owned interests in and to the Headquarters and the Acquired On-Going Store located in Talbotton, Georgia (the "Talbotton Store");
- (c) the real property leases for (i) at least seventy-five (75) and up to all ninety-seven (97) of the Acquired On-Going Stores set forth on Schedule 2.1(c)(i) annexed hereto (excluding the Talbotton Store) (the "Acquired On-Going Store Leases"), which shall be designated in writing by Purchaser, prior to the expiration of the Assumption/Assignment Option Period (as described in Section 8.3 hereto), as real property leases that Purchaser is willing to assume and wants to be assigned to it; and (ii) the Hilco Closing Locations identified on Schedule 2.1(c)(ii) annexed hereto, which are presently being liquidated by Hilco Merchant Resources, LLC ("Hilco") with such assumption and assignment to be effective on the later of (x) the Closing Date, or (y) the first business day after Hilco vacates the store, provided that Purchaser shall have the option to designate in writing, prior to the expiration of the Assumption/Assignment Option Period, whether it is willing to assume and wants to be assigned to it the real property leases for Store No. 41 in Kaplan, Louisiana and Store No. 191 in Coushatta, Louisiana (the leases described in clauses (i) and (ii), collectively, the "Assigned Real Property Leases");
- (d) the contracts, leases, warranties, commitments, arrangements, purchase and sale orders, intellectual property agreements, whether oral or written, identified on Schedule 2.1(d), (collectively, the "Executory Contracts"),

but only to the extent that such Executory Contracts are designated in writing by Purchaser to be assumed by and assigned to Purchaser, either on the Closing Date or such other date prior to the expiration of the Assumption/Assignment Option Period designated by Purchaser (to the extent so designated, the "Assigned Contracts");

- (e) all personnel files (to the extent Purchaser hires such employee and the Seller is permitted by law to transfer and, to the extent permitted by law and consented to by such employees, copies of any such files that Seller is not permitted by law to transfer), payroll information, and all other records relating to the Acquired Locations;
- (f) all manuals, business forms, marketing, advertising and signage materials, historical financial data (including, but not limited to, all price lists, records of markups and markdowns, advertising records, sales plans, sales records, and open-to-buy for the last three (3) fiscal years), vendor and supplier lists, all assignable licenses, logos, trade names, trademarks, service marks, whether or not registered, including all rights to the name "Bill's Dollar Stores," all supplies, including bags, packaging and other materials used in the operation of the Acquired Locations, subject to the license to use the name "Bill's Dollar Stores" previously granted by Seller to Hilco under an agency agreement in connection with the liquidation of 214 of Seller's other stores, which license will not preclude Purchaser from using such name;
- (g) all petty cash and register funds (not to exceed \$500.00 per Acquired On-Going Store), and prepaid expenses as mutually agreed upon, for the Acquired Locations;
- (h) all Merchandise in the Acquired Locations on the Closing Date and In-Transit Goods received at the Acquired Locations after the Closing Date; and
- (i) license to use the name and trademark "Bonus Stores" until January 31, 2004 for the purpose of ownership and operation of the Acquired Locations and/or the Hilco Closing Locations to the extent such name and trademark is used in connection with the operation of the Acquired Locations and/or the Hilco Closing Locations; provided, however, Purchaser shall be allowed to use the name and trademark "Bonus Stores" during such period for ordering purposes with vendors.

2.2 Excluded Assets. The Acquired Assets do not include (a) any accounts receivable, notes receivable, charge card receivables or intercompany receivables, (b) any funds deposited in bank accounts, (c) sales tax deposits, (d) any money due to the Seller with respect to any retirement or 401(k) program, (e) stock or debentures in any company, (f) cash value of any insurance policy, (g) any monies or refunds due from vendors, (h) any monies due the Seller under any co-op arrangement with vendors, (i) any monies due with respect to coupons, (j) any

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the day and year first above written.

PURCHASER:

VARIETY WHOLESALERS, INC.

By: James Arthur Pope
Name: JAMES ARTHUR POPE
Title: PRESIDENT

SELLER:

BONUS STORES, INC.

By: J. Koegel
Name: J. KOEGEL
Title: PRESIDENT + CEO