

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
CREDIT MANAGERS ASSOCIATION OF CALIFORNIA		01/17/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GROCERY LIQUIDATORS OF AMERICA, LLC		
Street Address:	15301 Ventura Boulevard		
Internal Address:	Building B, Suite 570		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2715691	BUCK-A-ROO\$	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5011		
Email:	jhawke@buchalter.com		
Correspondent Name:	Jody Hawke		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	G8789-0001		
NAME OF SUBMITTER:	Jody Hawke		
Signature:	/Jody Hawke/		

CH \$40.00 2715691

Date:

05/17/2007

Total Attachments: 2

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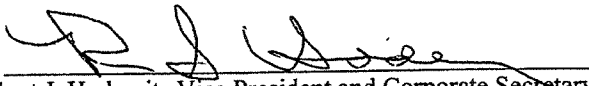
ASSIGNEE'S BILL OF SALE

Credit Managers Association of California, a California not for profit corporation, solely in its capacity as assignee for the benefit of creditors of Grocery Liquidators Warehouse, a California corporation, (the "Assignor" herein) and not in its corporate capacity, (the "Assignee" herein) hereby sells, assigns and transfers to, Grocery Liquidators of America, LLC, a California Limited Liability Company ("Purchaser" herein) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and as is more particularly set forth on Exhibit "A" attached hereto and incorporated herein by this reference, all of the Assignee's right, title and interest in the tangible and intangible assets of the assignment estate of the Assignor, (the "assets" herein), including but not limited to equipment, inventory, fixtures, accounts receivable and the proceeds thereof and all intellectual property, including the rights to the use of the names "Grocery Liquidators Warehouse" and "Buck-A-Roo\$" but specifically not including causes of action against any third parties for the recovery of preferences or fraudulent or avoidable transfers. The Assignee has not assumed any leases of real property of the Assignor and the purchaser acknowledges this fact.

The Assignee makes no warranty as to the assets hereby conveyed, other than the right to sell them, and Purchaser acknowledges and agrees that Purchaser is purchasing the assets on an 'AS IS,' "WHERE IS" basis and "WITH ALL FAULTS" and the Assignee makes no warranty, whether express or implied, regarding the assets. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER, BY ITS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT NEITHER ASSIGNEE, NOR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS HAS MADE ANY WARRANTY REGARDING THE PURCHASED ASSETS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, AND PURCHASER HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL EXPRESSED OR IMPLIED WARRANTIES RELATING TO THE QUALITY OF OR OTHERWISE RELATING TO THE PURCHASED ASSETS. The Assignee agrees to take such further steps and execute such further documents as may reasonably be requested by Purchaser to enable Purchaser to enjoy the benefits conveyed hereby.

Executed at Los Angeles, California on this 17th day of January 2007.

Credit Managers Association of California, solely in its capacity as Assignee for the benefit of creditors
Grocery Liquidators Warehouse, a California corporation
and not in its corporate capacity or otherwise

By 
Robert J. Hoder, its Vice President and Corporate Secretary

Grocery Liquidators of America, LLC

By _____
Grey Perlman, its Manager

The purchaser agrees to the terms expressed above and agrees to be bound thereby.

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