

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
Strathmore Partners LP		01/03/2008	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	ACI, Inc.		
Street Address:	950 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3174631	ALTAIRE	
CORRESPONDENCE DATA			
Fax Number:	(212)944-7630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-869-6000		
Email:	smarkowitz@markowitzroshco.com		
Correspondent Name:	Seth P. Markowitz		
Address Line 1:	530 Fifth Avenue - 23rd Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Seth P. Markowitz		
Signature:	/SPM/		
Date:	01/17/2008		

OP \$40.00 3174631

Total Attachments: 1

900096750

**TRADEMARK
 REEL: 003698 FRAME: 0658**

ASSIGNMENT

WHEREAS, Strathmore Partners LP of 214 North Main Street, Concord, New Hampshire, a Delaware limited partnership ("Assignor"), an affiliate of BJ's Wholesale Club, Inc., a Delaware corporation, is the sole and exclusive owner of the trademark "Altaire", U.S. Registration No. 3,174, 631, for the skin care products, namely moisturizers, toners, eye cream, cleansers, and cosmetics in international class 29, vinegar, tomato sauce, spaghetti and pasta noodles in International Class 30 (the "Trademark").

WHEREAS, ACI, Inc. -NY of 950 Third Avenue, New York, NY 10022 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Trademark, any registration and applications for registration therefor and all goodwill associated with the foregoing, of Assignor.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, Assignor sells, assigns, transfers and set over, and does hereby sell, assign, transfer and set over to Assignee, the Trademark and including the goodwill associated with the Trademark, the same to be held and enjoyed by the said Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment and sale had not been made.

And, said Assignor covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreements in conflict herewith.

WITNESS the execution hereof, as of this 3rd day of January , 2008.

Strathmore Partners LP
By: Strathmore Holdings, Inc.
Its General Partner

By: [Signature]
Its: PRESIDENT

Commonwealth
State of Massachusetts)
)
County of Middlesex)

ss:

On this 3rd day of January , 2008, before me personally came Paul Poquette, to me known, who is being by me duly sworn, did depose and say that he/she is PRESIDENT of Strathmore Holdings, Inc., General Partner of Strathmore Partners LP, and authorized to sign this instrument on its behalf, and the he/she signed this instrument as its free act and deed.

[Signature]
Notary Public
