

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SYDOOG LLC		10/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NEW SYDOOG, LLC
Street Address:	1007 Orange Street. Suite 1415
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77057810	OH GOODY
Serial Number:	77079622	OH GOODYS
Registration Number:	1606015	GOODY'S FAMILY CLOTHING
Registration Number:	1949198	GOODYS FAMILY CLOTHING
Registration Number:	3378285	GOODY'S 4 SHOES
Registration Number:	2529306	GOODY'S
Registration Number:	3340736	GOODY'S
Registration Number:	2433048	GOODY'S
Registration Number:	3221325	WWW.GOODYSONLINE.COM

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8084
 Email: ashley.scibelli@bingham.com

OP \$240.00 77057810

Correspondent Name: Ashley B. Scibelli
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	10/22/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated this 20th day of October, 2008, is entered into between SYDOOG, LLC, a Delaware limited liability company, located at 1007 Orange St., Suite 1415, Wilmington, DE 19801 ("Assignor"), and NEW SYDOOG, LLC, a Delaware limited liability company, located at 1007 Orange St., Suite 1415, Wilmington, DE 19801 ("Assignee").

WHEREAS, the Assignee was formed in order to acquire certain assets (the "Acquired Assets") of Assignor and its subsidiaries pursuant to an order of the United States Bankruptcy Court for the District of Delaware, dated October 7, 2008 (the "Order");

WHEREAS, pursuant to the Order, Assignor assigned to Assignee the Acquired Assets, including all of Assignor's trademarks and service marks including, without limitation, the trademarks and service marks listed on Exhibit A hereto (the "Trademarks");

WHEREAS, the parties desire to record this Assignment to further document the assignment of the Trademarks to Assignee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby acknowledge and agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademarks, including all registrations and applications therefor and all goodwill symbolized by and connected with the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringement, dilution, unfair competition, misappropriation, or violation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. The Trademarks are being assigned with the business to which the Trademarks pertain, which business is ongoing and existing.

2. Further Assurances. From time to time after the date hereof and without further consideration, Assignor, upon the request of Assignee and at Assignee's cost, shall execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request in order to consummate more effectively the terms of this Assignment, including, without limitation, all documents necessary to record, in the name of Assignee, title to the Trademarks with the United States Patent and Trademark Office.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW.

5. Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

6. Headings. Section and other headings contained in this Assignment are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Assignment or any provision hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this
TRADEMARK ASSIGNMENT to be executed as of the day and year first above written.

ASSIGNOR:

SYDOOG, LLC

By: 

Name: David G. Peeks

Title: Assistant Secretary

ASSIGNEE:

NEW SYDOOG, LLC

By: 

Name: David G. Peeks

Title: Assistant Secretary

SYDOOG LLC Trademark Assignment

TRADEMARK
REEL: 003874 FRAME: 0707

STATE OF Tennessee)
) SS.
COUNTY OF Knock)

I, a notary public, in and for the county and state aforesaid, do hereby certify that David G. Peck, known to me to be the Assistant Secretary of SYDOOG, LLC and acknowledged that he/she signed the above and foregoing instrument as his/her free and voluntary act, on behalf of SYDOOG, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20th day of October, 2008.

Deborah Q. Peck
Notary Public

SYDOOG LLC Trademark Assignment

EXHIBIT A

US TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Owner	Status
OH GOODY	77/057,810	12/6/2006	SYDOOG LLC	Allowed
OH GOODYS	77/079,622	1/10/2007	SYDOOG LLC	Allowed

US TRADEMARK REGISTRATIONS

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
GOODY'S FAMILY CLOTHING	1,506,015 (73/767,438)	7/10/1990 7/10/2000 (12/5/1988)	SYDOOG LLC	Registered
GOODY'S FAMILY CLOTHING & Design	1,949,198 (74/647,079)	1/16/1996 1/16/2006 (3/15/1995)	SYDOOG LLC	Registered
GOODY'S 4 SHOES	3,378,285 (78/202,878)	2/5/2008 (6/11/2007)	SYDOOG, LLC	Registered
GOODY'S	2,529,306 (76/050,225)	1/15/2002 (5/17/2000)	SYDOOG LLC	Registered
GOODY'S and Design	3,340,736 (77/067,343)	11/20/2007 (12/19/2006)	SYDOOG LLC	Registered
GOODY'S	2,433,048 (75/774,422)	3/6/2001 (8/12/1999)	SYDOOG LLC	Registered
WWW.GOODYSONLINE.COM	3,221,325 (78/546,412)	3/27/2007 (1/12/2005)	SYDOOG, LLC	Registered