

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
Mervyn's Holdings, LLC		02/10/2009	LIMITED LIABILITY COMPANY: DELAWARE
Mervyn's LLC		02/10/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
Mervyn's Brands, LLC		02/10/2009	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	John G. Morris Inc.
Street Address:	11111 Santa Monica Blvd., # 1650
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1946614	MERVYN'S
Registration Number:	1063553	MERVYN'S
Registration Number:	2005153	MERVYN'S CALIFORNIA
Registration Number:	3297031	MERVYNS

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.739.35339
 Email: trademarks@morganlewis.com
 Correspondent Name: Jaime A. De Los Rios
 Address Line 1: 1111 Pennsylvania Ave., N.W.

CH \$115.00 1946614

Address Line 2: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	100649.0010
NAME OF SUBMITTER:	/Jaime A. De Los Rios/
Signature:	/Jaime A. De Los Rios/
Date:	02/12/2009

Total Attachments: 6
source=Master Assignment Agreement#page1.tif
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source=Master Assignment Agreement#page3.tif
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source=Master Assignment Agreement#page5.tif
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MASTER ASSIGNMENT AGREEMENT

This Master Assignment Agreement is made between **Mervyn's Holdings, LLC**, a Delaware limited liability company ("Holdings"), **Mervyn's LLC**, a California limited liability company ("Mervyn's"), **Mervyn's Brands, LLC**, a Minnesota limited liability company ("Brands") and together with Holdings and Mervyn's the "Assignor", and **John G. Morris Inc.** ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks, trademark applications, and trademark registrations identified on Schedule A attached hereto (collectively the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property, and is desirous of acquiring the goodwill of the business symbolized by the Intellectual Property in such countries and in connection with such Intellectual Property as is deemed necessary by Assignee;

WHEREAS, Assignor is desirous of divesting the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property;

WHEREAS, Assignor has agreed to assign all its right, title and interest in and to the Intellectual Property, including the goodwill of the business symbolized by the Intellectual Property, pursuant to the terms of a certain Asset Purchase Agreement between the Assignor and the Assignee, of even date herewith (the "Asset Purchase Agreement");

WHEREAS, Assignor and Assignee are desirous of executing a document for the purposes of recording title in and to the aforesaid Intellectual Property in the name of Assignee in the applicable Trademark office in such countries and in connection with such Intellectual Property as is deemed necessary by Assignee;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all rights, title and interest in and to: (i) the Intellectual Property, including all applications and registrations thereof and the Certificates of Registration issued therefore, and any and all renewals thereof for the Intellectual Property, together with all goodwill pertaining thereto in such countries and in connection with such Intellectual Property as is deemed necessary by Assignee; (ii) all income, royalties, damages and payments which hereafter become due or payable in respect of the Intellectual Property; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices in jurisdictions throughout the world to transfer all registrations and applications for the Intellectual Property to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications included in the Intellectual Property, in accordance with this Master Assignment Agreement.

Assignor shall not contest or challenge, or aid any person or entity in so contesting or challenging, the validity of the Intellectual Property or Assignee's ownership thereof.

Assignor represents that it has the authority to make and enter into this Master Assignment Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Master Assignment Agreement effective as of February 10, 2009

[Signature pages follow]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

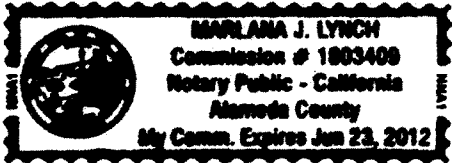
State of California

County of ALAMEDA

On February 9, 2009 before me, MARLANA J. LYNCH NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DAVID ROBSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marlane J Lynch
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: MASTER ASSIGNMENT AGREEMENT

Document Date: February 9, 2009 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID ROBSON

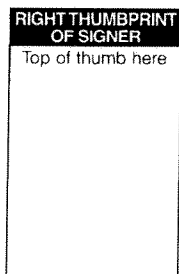
- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Merwyn's LLC, Merwyn's Holdings LLC, Merwyn's Brands, LLC

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Acknowledged and Agreed:

JOHN G. MORRIS, INC.

By: 

Name: John Morris Inc.

Title: President

Schedule A

DESCRIPTION OF TRADEMARK	COUNTRY OF REGISTRATION	REGISTRATION NUMBER	DATE OF REGISTRATION
MERVYN'S	Canada	630862	January 24, 2005
MERVYN'S	Mexico	873599	March 29, 2005
MERVYN'S	United States of America	1946614	January 9, 1996
MERVYN'S	United States of America	1063553	April 12, 1977
MERVYN'S CALIFORNIA	United States of America	2005153	October 1, 1996
MERVYNS	United States of America	3297031	September 25, 2007