

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:	One Step Up Ltd.
Street Address:	1412 Broadway, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	77518023	CAMBRIDGE CLASSICS
Serial Number:	74444376	CARESS
Serial Number:	78620484	CASCADE BLUE
Serial Number:	76391976	CHEETAH
Serial Number:	73453458	CHEETAH
Serial Number:	78303594	DIAMONDSTAR
Serial Number:	73446918	DIAMONDSTAR
Serial Number:	77583254	DUTYBUILT
Serial Number:	73832958	ELLEMENNO
Serial Number:	78388422	FANCY FLING
Serial Number:	78146594	FRENCH LAUNDRY

CH \$515.00 77518023

Serial Number:	76093933	FRENCH LAUNDRY
Serial Number:	78420495	HILLARD & HANSON
Serial Number:	78163930	HILLARD & HANSON
Serial Number:	75231115	HILLARD & HANSON
Serial Number:	75224641	HILLARD & HANSON
Serial Number:	76394563	PARTNERS
Serial Number:	78312626	PINKIE'S PALACE
Serial Number:	76387393	PRIVATE LUXURIES
Serial Number:	73261328	CHEETAH

CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@morganlewis.com

Correspondent Name: Jaime A. De Los Rios

Address Line 1: 1111 Pennsylvania Ave., N.W.

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:	02/20/2009

Total Attachments: 6

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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 **One Step Up Ltd.**, a New York corporation ("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

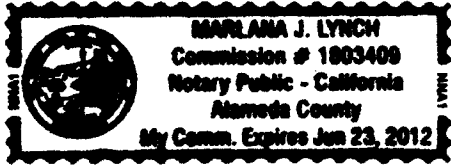
personally appeared DAVID ROBSON
Name(s) of Signer(s)

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 Marlana 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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

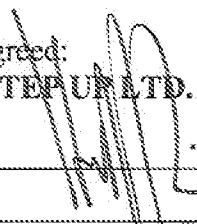
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Signer Is Representing: Merwyn's LLC, Merwyn's Holdings LLC, Merwyn's Brands, LLC

Signer Is Representing: _____

Acknowledged and Agreed:

ONE STEP UP LTD.

By:  _____
Name: Harry Admi
Title: President

Schedule A

Serial Number	Reg. Number	Word Mark
77518023		CAMBRIDGE CLASSICS
74444376	1844485	CARESS
78620484	3082595	CASCADE BLUE
76391976	2669086	CHEETAH
73453458	1438104	CHEETAH
78303594	3151550	DIAMONDSTAR
73446918	1312258	DIAMONDSTAR
77583254		DUTYBUILT
73832958	2135128	ELLEMENNO
78388422	2996046	FANCY FLING
78146594	2880275	FRENCH LAUNDRY
76093933	2570917	FRENCH LAUNDRY
78420495	3248128	HILLARD & HANSON
78163930	2828600	HILLARD & HANSON
75231115	2121787	HILLARD & HANSON
75224641	2121733	HILLARD & HANSON
76394563	2669103	PARTNERS
78312626	2958524	PINKIE'S PALACE
76387393	2672095	PRIVATE LUXURIES
73261328	1262449	CHEETAH