

TO: JAIME A. DE LOS RIOS COMPANY: 1111 PENNSYLVANIA AVE., N.W.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/13/2009
 900127115

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | |
|--|------------------------------|--|--|---------------|---------------------------|-----------------|--------------------------|------------------------|--------------|----------------------|--|--------------|----------------------|--------------|--|----------------------|--|------------|---|
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Mervyn's Holdings, LLC</td> <td></td> <td>02/10/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Mervyn's LLC</td> <td></td> <td>02/10/2009</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>Mervyn's Brands, LLC</td> <td></td> <td>02/10/2009</td> <td>LIMITED LIABILITY COMPANY: MINNESOTA</td> </tr> </tbody> </table> | | | | 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 |
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| Mervyn's Holdings, LLC | | 02/10/2009 | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | | | | |
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| Mervyn's Brands, LLC | | 02/10/2009 | LIMITED LIABILITY COMPANY: MINNESOTA | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>High Sierra Sport Company</td> </tr> <tr> <td>Street Address:</td> <td>880 Corporate Woods Pky.</td> </tr> <tr> <td>City:</td> <td>Vernon Hills</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60081</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: <i>Illinois</i></td> </tr> </table> | | | | Name: | High Sierra Sport Company | Street Address: | 880 Corporate Woods Pky. | City: | Vernon Hills | State/Country: | ILLINOIS | Postal Code: | 60081 | Entity Type: | CORPORATION: <i>Illinois</i> | | | | |
| Name: | High Sierra Sport Company | | | | | | | | | | | | | | | | | | |
| Street Address: | 880 Corporate Woods Pky. | | | | | | | | | | | | | | | | | | |
| City: | Vernon Hills | | | | | | | | | | | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | | | | | | | | | | | |
| Postal Code: | 60081 | | | | | | | | | | | | | | | | | | |
| Entity Type: | CORPORATION: <i>Illinois</i> | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 3 | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2819984</td> <td>HIGH SIERRA</td> </tr> <tr> <td>Registration Number:</td> <td>1344538</td> <td>HIGH SIERRA</td> </tr> <tr> <td>Registration Number:</td> <td>1475977</td> <td>HIGH SIERRA</td> </tr> </tbody> </table> | | | | Property Type | Number | Word Mark | Registration Number: | 2819984 | HIGH SIERRA | Registration Number: | 1344538 | HIGH SIERRA | Registration Number: | 1475977 | HIGH SIERRA | | | | |
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| Registration Number: | 1475977 | HIGH SIERRA | | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | | | |
| Fax Number: | | (202)739-3001 | | | | | | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | | | | | | | |
| Phone: | | 202.739.5339 | | | | | | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | | | | | | |

CH \$90.00 2819984

TRADEMARK

700401712

REEL: 003948 FRAME: 0933

TU:JAIME A. DE LOS RIOS COMPANY:1111 PENNSYLVANIA AVE., N.W.

| | |
|--|------------------------|
| ATTORNEY DOCKET NUMBER: | 100648.0010. |
| NAME OF SUBMITTER: | /Jaime A. De Los Rios/ |
| Signature: | /Jaime A. De Los Rios/ |
| Date: | 02/13/2009 |
| Total Attachments: 6 source=Assignment Mervyn's-HighSierraSportCo#page1.tif source=Assignment Mervyn's-HighSierraSportCo#page2.tif source=Assignment Mervyn's-HighSierraSportCo#page3.tif source=Assignment Mervyn's-HighSierraSportCo#page4.tif source=Assignment Mervyn's-HighSierraSportCo#page5.tif source=Assignment Mervyn's-HighSierraSportCo#page6.tif | |

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 **High Sierra Sport Company** ("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.

TO: JAIME A. DE LOS RIOS COMPANY: 1111 PENNSYLVANIA AVE., N.W.

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]

TO: JAIME A. DE LOS RIOS COMPANY: 1111 PENNSYLVANIA AVE., N.W.

MERVYN'S HOLDINGS, LLC

By: *David Robson*

Name: David Robson

Title: Chief Financial Officer

MERVYN'S LLC

By: *David Robson*

Name: David Robson

Title: Chief Financial Officer

MERVYN'S BRANDS, LLC

By: *David Robson*

Name: David Robson

Title: Chief Financial Officer

STATE OF CALIFORNIA }

} ss:

COUNTY OF }

Before me, the undersigned, a Notary Public of the State of California, personally appeared David Robson, having been sworn by me according to law did depose and say he was the Chief Financial Officer of each of Mervyn's Holdings, LLC, Mervyn's LLC and Mervyn's Brands, LLC (the "Assignor") and did acknowledge the execution of the foregoing Master Assignment Agreement on behalf of said Assignor.

I HEREBY SET my hand and notarial seal this ___ day of February, 2009.

Notary

Witness:

Witness:

(see certificate attached)

TO: JAIME A. DE LOS RIOS COMPANY; 1111 PENNSYLVANIA AVE., N.W.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

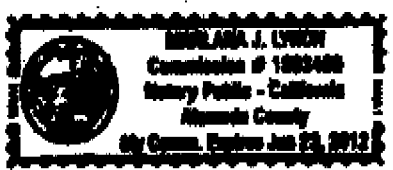
State of California

County of ALAMEDA

On February 9, 2009 before me, MARILANA J. LYNCH, NOTARY PUBLIC

personally appeared DAVID ROBSON

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 Marilana J. Lynch
Signatures 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: Herwin's LLC, Herwin's Holdings LLC, Herwin'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: _____

TO: JAIME A. DE LOS RIOS COMPANY: 1111 PENNSYLVANIA AVE., N.W.

HIGH SIERRA SPORT COMPANY

By: 
Name: Harrison Benbaum
Title: President

TO: JAIME A. DE LOS RIOS COMPANY: 1111 PENNSYLVANIA AVE., N.W.

Schedule A

| DESCRIPTION OF TRADEMARK | COUNTRY OF REGISTRATION | REGISTRATION NUMBER | DATE OF REGISTRATION |
|---------------------------------|--------------------------------|----------------------------|-----------------------------|
| HIGH SIERRA | United States of America | 2819984 | March 2, 2004 |
| HIGH SIERRA | United States of America | 1344538 | June 25, 1985 |
| HIGH SIERRA | United States of America | 1475977 | February 9, 1988 |