

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Master Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mervyn's Brands, LLC		03/05/2009	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Happy Children LLC
Street Address:	2530 Rockhampton Road
City:	San Ramone
State/Country:	CALIFORNIA
Postal Code:	94582
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2854824	
Registration Number:	3327255	SPROCKETS
Registration Number:	2957614	SPROCKETS
Registration Number:	3332000	SPROCKETS
Registration Number:	3420260	SPROCKETS
Registration Number:	2598012	SPROCKETS
Registration Number:	2611384	SPROCKETS
Registration Number:	3073630	SPROCKETS BABY

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.739.5950
 Email: ateixeira@morganlewis.com, trademarks@morganlewis.com
 Correspondent Name: Antonio C. Teixeira

CH \$215.00 2854824

Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	100649-0010-
NAME OF SUBMITTER:	Antonio C. Teixeira
Signature:	/Antonio Teixeira/
Date:	03/25/2009

Total Attachments: 5

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MASTER ASSIGNMENT AGREEMENT

This Master Assignment Agreement is made by **Mervyn's Holdings, LLC**, a Delaware limited liability company ("Holdings"), **Mervyn's LLC**, a California limited liability company ("Mervyn's") and **Mervyn's Brands, LLC**, a Minnesota limited liability company ("Brands") and together with Holdings and Mervyn's the "Assignor") in favor of **Happy Children LLC** ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks, trademark applications, trademark registrations and copyrights 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 March 5, 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

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.



Place Notary Seal Above

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

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: _____

Schedule A

DESCRIPTION OF TRADEMARK	COUNTRY OF REGISTRATION	REGISTRATION NUMBER	DATE OF REGISTRATION
BABY SPROCKETS DESIGN	United States of America	2854824	June 15, 2004
SPROCKETS	United States of America	3327255	October 30, 2007
SPROCKETS	United States of America	2957614	May 31, 2005
SPROCKETS	United States of America	3332000	November 6, 2007
SPROCKETS	United States of America	3420260	April 29, 2008
SPROCKETS	United States of America	2598012	July 23, 2002
SPROCKETS	United States of America	2611384	August 27, 2002
SPROCKETS BABY	United States of America	3073630	March 28, 2006

COPYRIGHT TITLE	REGISTRATION NUMBER	DATE OF REGISTRATION
Sprockets dog	VA 937-669	January 14, 1998