

## 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			
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:	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			
Property Type	Number	Word Mark	
Registration Number:	2819984	HIGH SIERRA	
Registration Number:	1344538	HIGH SIERRA	
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

ATTORNEY DOCKET NUMBER:	100649.0010.
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.

*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]

**MERVYN'S HOLDINGS, LLC**

By: [Signature]  
Name: David Robson  
Title: Chief Financial Officer

**MERVYN'S LLC**

By: [Signature]  
Name: David Robson  
Title: Chief Financial Officer

**MERVYN'S BRANDS, LLC**

By: [Signature]  
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)*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ALAMEDA

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

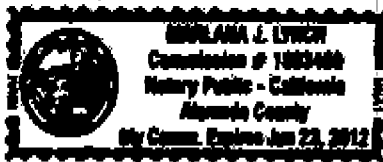
personally appeared DAVID ROBSON  
Name(s) of Signer(s)

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 Marilisa 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

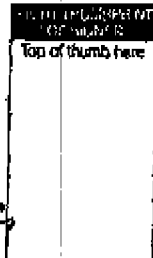
Document Date: February 9, 2009 Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

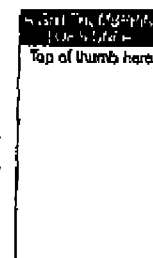
Signer's Name: DAVID ROBSON

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



Signer's Name: \_\_\_\_\_

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



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

Signer Is Representing: \_\_\_\_\_

**HIGH SIERRA SPORT COMPANY**

By: [Signature]  
Name: Harrison Bealman  
Title: President

**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