

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
FILENE'S BASEMENT, INC.		06/18/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SYL, LLC		
Street Address:	One Syms Way		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2798478	THE BASEMENT	
Registration Number:	3052705	"I JUST GOT A BARGAIN!"	
Registration Number:	3205783	RUNNING OF THE BRIDES	
Registration Number:	1733150	SADDLES	
Serial Number:	78847839	RUNNING OF THE BRIDES	
Serial Number:	77663971	A GREAT VALUE NEVER GOES OUT OF STYLE	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		

CH \$165.00 2798478

ATTORNEY DOCKET NUMBER:	S7415.9
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	07/27/2009
Total Attachments: 6 source=Syms (Assignment of IP from Filene's Basement)#page1.tif source=Syms (Assignment of IP from Filene's Basement)#page2.tif source=Syms (Assignment of IP from Filene's Basement)#page3.tif source=Syms (Assignment of IP from Filene's Basement)#page4.tif source=Syms (Assignment of IP from Filene's Basement)#page5.tif source=Syms (Assignment of IP from Filene's Basement)#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

Filene's Basement, Inc., a Delaware corporation and Chapter 11 Debtor and Debtor in Possession (the "**Assignor**") under Case No. 09-11525 pending in the United States Bankruptcy Court for the District of Delaware is executing this Assignment of Intellectual Property (the "**Assignment**") in favor of SYL, LLC, a Delaware limited liability company, or its permitted assigns (the "**Assignee**"), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated June 18, 2009 (the "**Agreement**"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Section 1.6 of the Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

(C) Assignor has agreed pursuant to Section 1.1(b) of the Agreement to assign its right, title, and interest in and to the Exclusive License Agreement dated as of April 30, 1988, between The May Department Stores Company and Federated Department Stores, Inc., as subsequently assigned, set forth on Schedule 1.1(b) of the Agreement, for the trademark identified on Schedule 1 attached hereto. Assignor's assignment of the Exclusive License Agreement to Assignee shall be effectuated pursuant to the Assignment and Assumption Agreement to be executed between the Parties concurrently herewith.

(D) In the event of any conflict between the terms and conditions contained in the Agreement and this Assignment, the terms of the Agreement shall control.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all Intellectual Property, including, but not limited to, its right, title and interest, if any, in and to the Intellectual Property identified on Schedule 2 attached hereto and incorporated herein by this reference, including without limitation, the goodwill of the business appurtenant thereto and which is symbolized thereby. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the

Agreement, including, without limitation, the provisions of Sections 4.14 and 8.16 thereof, and Assignee accepts this Assignment on such basis.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 18 of
June, 2009.

ASSIGNOR:

Filene's Basement, Inc., a Delaware corporation
and Chapter 11 Debtor and Debtor in Possession

By: Mark Shulman
Name: Mark Shulman
Its: President

Schedule 1

EXCLUSIVELY LICENSED REGISTERED FEDERAL TRADEMARK:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
FILENE'S BASEMENT	2,366,267	7/11/2000

Schedule 2

A. REGISTERED FEDERAL TRADEMARKS AND SERVICE MARKS:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
THE BASEMENT	2,798,478	12/23/2003
BASIC GEAR	1,526,992	02/28/1989
BASIC GEAR	1,529,807	03/14/1989
FILENE'S BASEMENT OF BOSTON	1,280,220	05/29/1984
GLOBAL VIEW	1,521,882	01/24/1989
GLOBAL VIEW	1,524,651	02/14/1989
A GREAT VALUE NEVER GOES OUT OF STYLE	2,604,163	08/06/2002
I JUST GOT A BARGAIN	3,052,705	01/31/2006
LAUREN ALLEN	1,522,736	01/31/1989
ML STUDIO	1,525,649	02/14/1989
RICHARDS & JONES	1,523,624	02/07/1989
RUNNING OF THE BRIDES	3,205,783	02/06/2007
SADDLES	1,733,150	11/17/1992

B. FEDERAL TRADEMARK AND SERVICE MARK APPLICATIONS:

MARK	SERIAL NUMBER	FILING DATE
RUNNING OF THE BRIDES	78/847,839	03/28/2006
A GREAT VALUE NEVER GOES OUT OF STYLE	77/663,971	02/05/2009

C. REGISTERED STATE TRADEMARKS AND SERVICE MARKS:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
WRAPPERS	(Connecticut)	8/12/1987
*AUTOMATIC BARGAIN BASEMENT	29,202 (Massachusetts)	3/8/1979
*AUTOMATIC MARKDOWN PLAN	29,203 (Massachusetts)	3/8/1979
WRAPPERS	MA0502623 (Massachusetts)	7/17/1987
WRAPPERS	NH3001743 (New Hampshire)	7/14/1987
WRAPPERS	TM 7404 (New Jersey)	8/5/1987
WRAPPERS	NY 24594 (New York)	7/20/1987
WRAPPERS	(Pennsylvania)	7/20/1987
WRAPPERS	(Pennsylvania)	7/20/1987
WRAPPERS	RI3000188 (Rhode Island)	7/27/1987

*Previous name change filed with the Secretary of State by WHE in 2001 was not recorded. Registrant name change from Base Acquisition Corp. to Filene's Basement, Inc. recorded with MA Secretary of State in March of 2009.