

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goody's, LLC		07/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
New Sydoog, LLC		07/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Specialty Retailers, Inc.
<b>Street Address:</b>	10201 South Main Street
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77025
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	3528614	CHOOSE TO BE YOU
Registration Number:	2657455	IVY CREW
Registration Number:	1606015	GOODY'S FAMILY CLOTHING
Registration Number:	2704878	MONTANA BLUES JEAN COMPANY
Registration Number:	1949198	GOODYS FAMILY CLOTHING
Registration Number:	3243210	GOODY'S IT'S ALL ABOUT YOU
Registration Number:	3378285	GOODY'S 4 SHOES
Registration Number:	3406961	KID CREW
Registration Number:	2164591	OLD COLLEGE INN
Registration Number:	2230045	GOODY'S LOW PRICE!! DEPARTMENT STORE STYLES DEPARTMENT STORE BRANDS
Registration Number:	2230456	G

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Registration Number:	2304724	INTIMATE CLASSICS
Registration Number:	2414646	LOW PRICES NEVER LOOKED SO GOOD
Registration Number:	2529306	GOODY'S
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	1662862	YOUR EVERYDAY Y.E.S. SAVINGS BRANDS VALUE QUALITY
Registration Number:	3340736	GOODY'S
Registration Number:	3127899	TAKE A GOOD LOOK
Registration Number:	2644246	RGM
Registration Number:	2678764	ACCESSORY CROSSING
Registration Number:	2697501	ACCESSORY CROSSING
Registration Number:	2515145	Y.E.S. YOUR EVERYDAY SAVINGS
Registration Number:	2678909	GOODCLOTHES
Registration Number:	2783189	STERLING REFLECTIONS
Registration Number:	2778010	GOOD KIDZ
Registration Number:	3252368	DENIM PLANET
Registration Number:	2974969	THE BEST TOWEL ON THE BEACH
Registration Number:	3046121	NOW THAT LOOKS GREAT ON YOU
Registration Number:	3221325	WWW.GOODYSONLINE.COM
Serial Number:	78497063	GOODSPORT
Serial Number:	78497068	GOOD SPORTS

**CORRESPONDENCE DATA**

Fax Number: (405)228-7306  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (405) 552-2306  
Email: anthony.rahhal@mcafeetaft.com  
Correspondent Name: Anthony L. Rahhal  
Address Line 1: 211 North Robinson  
Address Line 2: Tenth Floor, Two Leadership Square  
Address Line 4: Oklahoma City, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER:	50725.751
NAME OF SUBMITTER:	Anthony L. Rahhal
Signature:	/Anthony L. Rahhal/
Date:	08/11/2009

Total Attachments: 7

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## INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 2nd day of July, 2009, is made and entered into by and between Goody's, LLC, a Delaware limited liability company, having a place of business at 400 Goody's Lane, Knoxville, Tennessee 37922; and New Sydoog, LLC, a Delaware limited liability company having offices at 1007 Orange Street, Wilmington, Delaware 19801 on the one hand (collectively, "Assignor"), and Specialty Retailers, Inc., a Texas corporation having a place of business at 10201 South Main Street, Houston, TX 77025 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that Asset Purchase Agreement by and among the Parties and dated June 22, 2009, as amended by that certain first amendment thereto dated July 2, 2009 (collectively, the "Purchase Agreement").

WHEREAS, Assignor is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components;

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain name (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registration therefor (the "Domain Name"); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:
  - (a) all of Assignor's right, title and interest in, and good will associated with, the Trademarks and the Domain Name, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
  - (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom; and
  - (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks and the Domain Name, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. Counterparts. This Assignment may be executed by facsimile in three (3) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

*Signature Pages Immediately Follow*



**ASSIGNEE:**

SPECIALTY RETAILERS, INC.

By: *Scott Woods*

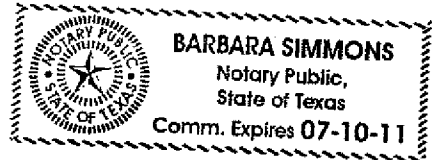
Name: Scott Woods  
Title: Vice President & Senior Counsel

STATE OF Texas :  
  :  
  :       SS.  
COUNTY OF Harris :

On this 9<sup>th</sup> day of July, 2009, before me appeared Scott Woods, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Specialty Retailers, Inc.

*Barbara Simmons*  
Notary Public

My Commission Expires: 7-10-2011



**SCHEDULE A – TRADEMARKS**

<b>Trademark, Service Mark</b>	<b>Reg. No. (Serial No.)</b>	<b>Reg./Renewal Date (Filing Date)</b>	<b>Descriptions/Goods</b>	<b>Status</b>
CHOOSE TO BE YOU	3,528,614 (77/241,636)	11/4/2008 (7/30/2007)	SM	Section 8 and 15 due 4/11/2012
IVY CREW	2,657,455 (74/516,578)	12/10/2012 (4/21/1994)	Men's shorts, pants, shirts	Renewal due 12/10/2012
GOODY'S FAMILY CLOTHING	1,606,015 (73/767,438)	7/10/2000 (12/5/1988)	SM	Renewal due 7/10/2010
MONTANA BLUES JEAN COMPANY & Design	2,704,878 (74/721,899)	4/8/2003 (8/28/1995)	Men's, Women's and Children's clothing	Section 8 and 15 due 4/8/2009
GOODY'S FAMILY CLOTHING & Design	1,949,198 (74/647,079)	1/16/2006 (3/15/1995)	SM	Renewal due 1/16/2016
GOODY'S ITS ALL ABOUT YOU	3,243,210 (76/342,646)	5/22/2007 (11/28/2001)	SM	Section 8 and 15 due 5/22/2013
GOODY'S 4 SHOES	3,378,285 (78/606,925)	2/5/2008 (4/12/2005)	SM	Section 8 and 15 due 2/5/2014
KIDCREW	3,406,961 (78/792143)	4/1/08 (1/16/2005)	Children's and infant's clothing	Section 8 and 15 due 4/1/2014
OLD COLLEGE INN	2,164,591 (75/158051)	6/9/2018 (8/29/1996)	Men's, Women's slacks, skirts, shirts, shorts, T-shirts	Renewal due 6/9/2018
GOODY'S LOW PRICE!! DEPARTMENT STORE STYLES DEPARTMENT STORE BRANDS & Design	2,230,045 (75/303,413)	3/9/1999 (6/4/1997)	SM	Renewal due 3/9/2009
G & Arch Design	2,230,456 (75/405,647)	3/9/1999 (12/15/1997)	SM	Renewal due 3/9/2009
INTIMATE CLASSICS	2,304,724 (75/415,159)	12/28/1999 (1/8/1998)	Intimate apparel, sleepwear, loungewear, panties, bras	Section 8 and Renewal due 12/28/2009
LOW PRICES NEVER LOOKED SO GOOD	2,414,646 (75/656,431)	12/19/2000 (3/9/1999)	SM	Renewal due 12/19/2010
GOODY'S (store services)	2,529,306 (76/050,225)	1/15/2012 (5/17/2000)	SM	Renewal due 1/15/2012
MOUNTAIN LAKE	2,561,162 (76/033,731)	4/16/2012 (4/18/2000)	Dresses, shirts, pants, loungewear	Renewal due 4/16/2012
YOUR EVERYDAY SAVINGS/Y.E.S.	1,662,862 (74/103,557)	10/29/1991 (10/5/1990)	SM	Renewal due 10/29/2011
GOODY*S	3,340,736 (77/067,343)	11/20/2007 (12/19/2006)	SM	Section 8 and 15 due 11/20/2013



Trademark. Service Mark	Reg. No. (Serial No.)	Reg./Renewal Date (Filing Date)	Descriptions/Goods	Status
TAKE A GOOD LOOK	3,127,899 (78/493,799)	08/26/2006 (04/10/2004)	SM	Section 8 and 15 due 1/17/2012
RGM	2,644,246 (76/253,769)	10/29/2002 (5/8/2001)	Men's clothing	8 and 15 due 10/29/2008 not filed 6 mo Grace period – will cancel if not filed by 4/29/2009
ACCESSORY CROSSING	2,678,764 (76/143,527)	1/21/2013 (10/10/2000)	Jewelry	Renewal due 1/21/2013
ACCESSORY CROSSING	2,697,501 (76/372,081)	3/18/2003 (2/19/2002)	Gloves, scarves, hats, belts	8 and 15 due 3/18/2009 – filed – not yet accepted
Y.E.S. YOUR EVERYDAY SAVINGS	2,515,145 (76/217,340)	12/4/2001 (2/27/2001)	SM	Renewal due 12/4/2011
GOODCLOTHES & Design	2,678,909 (76/275,671)	1/21/2003 (6/22/2001)	Women's and Misses clothing, shirts, tops, jackets, pants	Renewal due 1/21/2013
STERLING REFLECTIONS	2,783,189 (78/111,941)	11/11/2013 (3/1/2002)	Jewelry	Section 8 and 15 due 11/11/2009
GOOD KIDZ	2,778,010 (78/188,448)	10/28/2003 (11/25/2002)	Children's clothing, shirts, tops, skirts, hats	Section 8 and 15 due 10/28/2009
DENIM PLANET	3,252,368 (78/608,670)	6/12/2007 (4/14/2005)	SM	Section 8 and 15 due 6/12/2013
THE BEST TOWEL ON THE BEACH	2,974,969 (78/474,967)	7/19/2005 (8/27/2004)	Towels	8 due 7/19/2011
NOW THAT LOOKS GREAT ON YOU	3,046,121 (78/529,991)	7/19/2005 (8/27/2004)	SM	8 and 15 due 1/17/2012
WWW.GOODYSONLINE.COM	3,221,325 (78/546,412)	3/27/2007 (1/12/2005)		Section 8 and 15 due 3/27/2013
GOODSPORT	Not available (78/497,063)	Not available (10/8/2004)	Clothing, tops and bottoms, such as pants, shorts and shirts	Unknown
GOOD SPORTS	Not available (78/497,068)	Not available (10/8/2004)	Clothing, namely, tops and bottoms, such as pants, shorts, and shirts	Unknown

SCHEDULE B – DOMAIN NAMES

<u>Domain Name</u>	<u>Registering Authority</u>
WWW.GOODYSONLINE.COM	Network Solutions, LLC