

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Macy's Merchandising Group, Inc.		09/15/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macy's Inc.		
<b>Street Address:</b>	7 West Seventh Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0124527	FILENE'S	
Registration Number:	0545120	KAUFMANN'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-336-8000		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Chester Rothstein, Esq.		
<b>Address Line 1:</b>	Amster, Rothstein & Ebenstein LLP		
<b>Address Line 2:</b>	90 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	33754-1007		
<b>NAME OF SUBMITTER:</b>	Chester Rothstein		
<b>Signature:</b>	/Chester Rothstein/		

CH \$65.00 0124527

Date:

09/22/2009

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made and entered into effective as of September 15, 2009 (the "Effective Date") by and between Macy's Merchandising Group, Inc., a Delaware corporation with an address at 11 Penn Plaza, New York, NY 10001 ("Assignor"), on the one hand; and Macy's Inc., a Delaware corporation with an address at 7 West Seventh Street Cincinnati, OH 45202 ("Assignee"), on the other hand.

**WHEREAS**, Assignor is the owner of all right, title and interest to the trademarks, service marks, and trade names shown in Schedule I attached to this Assignment, which is incorporated by reference and made a part hereof (collectively and individually, the "Marks"), the goodwill associated therewith, and all of the US registrations shown on the attached Schedule I (the "Registrations"); and

**WHEREAS**, Assignor intends to assign the Mark, the goodwill, and the Registrations to Assignee.

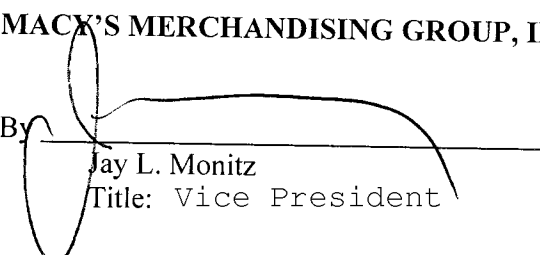
**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers forever, free and clear of all liens and encumbrances, to Assignee and its successors and assigns, all right, title, and interest in and to the Marks, together with the goodwill of the Marks and the goodwill of the business appertaining thereto and/or symbolized thereby, and the Registrations, and all income, royalties, damages and payments now or hereafter due or payable in respect to the same, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the same.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized Officer, effective as of the Effective Date first written above.

**MACY'S MERCHANDISING GROUP, INC.**

By



Jay L. Monitz

Title: Vice President

**SCHEDULE I**

<b>TRADEMARK</b>	<b>APP. NO.</b>	<b>REG. NO.</b>
FILENE'S	71/112,830	124,527
KAUFMANN'S	71/576,545	545,120