TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of the transacation. Assignment of the entire interest was incorrectly recorded as a security interest previously recorded on Reel 003993 Frame 0329. Assignor(s) hereby confirms the complete assignment of the scheduled marks to Flat Planet Trading Company, LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mervyn's Brands, LLC		02/10/2009	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Flat Planet Trading Company, LLC
Street Address:	171 SW 101st Avenue
City:	Plantation
State/Country:	FLORIDA
Postal Code:	33324
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3327195	REAL KITCHEN
Registration Number:	3331978	REAL KITCHEN
Registration Number:	3331977	REAL KITCHEN
Registration Number:	3391755	REAL KITCHEN

CH $115.00 3327195

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	OFFICE--CLSD CLIENT CRCTN
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/09/2010

Total Attachments: 8
source=corrected assignment with prior cover#page1.tif
source=corrected assignment with prior cover#page2.tif
source=corrected assignment with prior cover#page3.tif
source=corrected assignment with prior cover#page4.tif
source=corrected assignment with prior cover#page5.tif
source=corrected assignment with prior cover#page6.tif
source=corrected assignment with prior cover#page7.tif
source=corrected assignment with prior cover#page8.tif

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mervyn's Brands, LLC		02/10/2009	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Flat Planet Trading Company, LLC
Street Address:	171 SW 101st Avenue
City:	Plantation
State/Country:	FLORIDA
Postal Code:	33324
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3327195	REAL KITCHEN
Registration Number:	3331978	REAL KITCHEN
Registration Number:	3331977	REAL KITCHEN
Registration Number:	3391755	REAL KITCHEN

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	100649-0010
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/26/2009

Total Attachments: 6
source=flat Planet - Assignment#page1.tif
source=flat Planet - Assignment#page2.tif
source=flat Planet - Assignment#page3.tif
source=flat Planet - Assignment#page4.tif
source=flat Planet - Assignment#page5.tif
source=flat Planet - Assignment#page6.tif

RECEIPT INFORMATION

ETAS ID:	TM144072
Receipt Date:	05/26/2009
Fee Amount:	$115

TRADEMARK
REEL: 004257 FRAME: 0102

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 **Flat Planet Trading Company, LLC** ("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]

TRADEMARK
REEL: 004257 FRAME: 0104

MERVYN'S HOLDINGS, LLC

By: _____

Name: David Robson

Title: Chief Financial Officer

MERVYN'S LLC

By: _____

Name: David Robson

Title: Chief Financial Officer

MERVYN'S BRANDS, LLC

By: _____

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.

(see certificate attached)

_____
Notary

Witness: _____

Witness: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On February 9, 2009 (Date) before me, MARLANA J. LYNCH, NOTARY PUBLIC (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 _____ (Signature of Notary Public)

MARLANA J. LYNCH
Commission # 1803408
Notary Public - California
Alameda County
My Comm. Expires Jun 23, 2012

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): CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

Acknowledged and Agreed:

FLAT PLANET TRADING COMPANY, LLC

By: John Cameron Oden

Name: John Cameron Oden

Title: Manager

TRADEMARK
REEL: 004257 FRAME: 0107

Schedule A

Description of Trademark	Country of Registration	Registration Number	Date of Registration
REAL KITCHEN	United States of America	3327195	October 30, 2007
REAL KITCHEN	United States of America	3331978	November 6, 2007
REAL KITCHEN	United States of America	3331977	November 6, 2007
REAL KITCHEN	United States of America	3391755	