

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
Gottschalks, Inc.		03/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Joseph Levy
Street Address:	6475 N. Sequoia Drive
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93711
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2076567	55 PLUS ACCOUNT
Registration Number:	3203518	EMIL'S MARKET
Registration Number:	3220730	G
Registration Number:	3082871	G
Registration Number:	3012611	GOTTSCHALKS
Registration Number:	3216484	IT'S A G THING
Registration Number:	2984843	SARAH B. COLOR
Registration Number:	2907960	SARAH B. STUDIO
Registration Number:	2152922	SARAH BENTLEY
Registration Number:	2878870	SMART KHAKI
Registration Number:	3211921	G GOTTSCHALKS
Registration Number:	3357715	GR
Serial Number:	78676234	EMIL'S MARKET
Serial Number:	78677930	EMIL'S MARKET

OP \$465.00 2076567

Registration Number:	3326737	GIORGIO RONDINI
Registration Number:	1525849	HARRIS PRESTIGE
Registration Number:	1526249	HARRIS UNDERGROUND
Registration Number:	3457613	A BED FOR ALL SEASONS

CORRESPONDENCE DATA

Fax Number: (559)432-5620
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 559-432-5400
Email: ecole@bakermanock.com
Correspondent Name: Eric C. Cole, Esq.
Address Line 1: 5260 N. Palm Ave.
Address Line 2: Ste. 421
Address Line 4: Fresno, CALIFORNIA 93704

NAME OF SUBMITTER:	Eric C. Cole
Signature:	/Eric C Cole 5400/
Date:	03/28/2011

Total Attachments: 6
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QUITCLAIM OF RIGHTS

This QUITCLAIM OF RIGHTS ("Quitclaim"), dated as of March 7, 2011, is executed and delivered by GOTTSCHALKS, INC., a Delaware corporation ("Assignor"), to JOSEPH LEVY ("Assignee").

WHEREAS, Assignor desires to assign, sell and transfer to Assignee on a quitclaim basis without representation or warranties of any kind, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest (if any) in the trademarks and tradenames, together with the Federal and state registrations thereof, set forth on Exhibit A hereto and the domain names as set forth on Exhibit B hereto (collectively, the "Intellectual Property").

NOW, THEREFORE, the undersigned hereby agree as follows:

1. For consideration in the amount of Fifteen Thousand Dollars (\$15,000.00), which Assignee shall have been paid to Assignor in immediately available funds as a condition to the obligations of Assignor herein, Assignor hereby sells, conveys, transfers, assigns and delivers exclusively to Assignee on a quitclaim basis without representations or warranties of any kind, and Assignee hereby (i) purchases, acquires and accepts from Assignor, all of Assignor's right, title, and interest and ownership (if any) in and to the Intellectual Property, and (ii) assumes all of Assignor's obligations with respect to the Intellectual Property assigned to Assignee hereunder.

2. The Seller makes no representation or warranty, oral or written, express or implied, with respect to the Intellectual Property. Without limiting the generality of the foregoing, Assignor has not made and does not hereby make any agreement, representation or warranty, express or implied, with respect to title, merchantability, condition, quality or suitability of the Intellectual Property in any respect or in connection therewith, or for the purposes and uses of Assignee, nor does Assignor make any other agreement, representation or warranty of any kind or character, express or implied, with respect to the Intellectual Property.

3. In connection with the execution of this Quitclaim or the making of the agreements provided for herein, no party to this Quitclaim has relied upon any statement, representation or promise of any other party not expressly contained herein.

4. This Quitclaim shall be binding upon and inure to the benefit of the undersigned and their successors, representatives and assigns.

5. Assignor and Assignee each agrees to execute and deliver to the other such further documents as may be reasonably required to carry out and effectuate the purposes and intent of this Quitclaim.

6. This Quitclaim expresses the entire understanding of the parties hereto with respect to the matters contained herein and cannot be modified or amended except by a written instrument signed by both parties thereto.

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7. Each party to this Quitclaim and such party's legal counsel have reviewed and participated in the drafting of this Quitclaim. Each party hereto has received independent legal advice from attorneys of his or its choice with respect to the advisability of making this Quitclaim and the agreements provided herein and with respect to the advisability of executing this Quitclaim. For purposes of construction, this Quitclaim shall be deemed to have been jointly drafted by all parties hereto and any ambiguities shall not be construed against any party.

8. This Quitclaim shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. By its execution and delivery of this Quitclaim, each of the parties hereto hereby irrevocably and unconditionally agrees for itself that any proceeding against it with respect to any matter under or arising out of or in connection with this Quitclaim or the breach, termination, enforcement, interpretation or validity thereof, may and shall be brought solely and exclusively before the United States Bankruptcy Court administering Case No. 09-10157 in the District of Delaware (the "**Gottschalks Bankruptcy**"), or before such successor court as may gain jurisdiction over the Gottschalks Bankruptcy, so long as the Gottschalks Bankruptcy is pending.

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Per KL

IN WITNESS WHEREOF, the undersigned have executed this Quitclaim as of the date set forth above.

GOTTSCHALKS, INC., as Assignor

JOSEPH LEVY, as Assignee

By: *J. Gregory Amadio*
Name: *J. GREGORY AMADIO*
Title: *EVP. COO*

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Quitclaim as of the date set forth above.

GOTTSCHALKS, INC., as Assignor

By: _____
Name: _____
Title: _____

JOSEPH LEVY, as Assignee

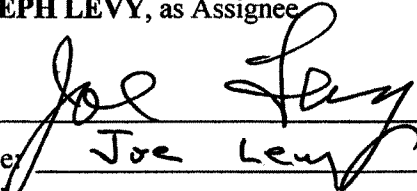
By: 
Name: Joe Levy
Title: _____

Exhibit "A"

The Marks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>
55 Plus Account	U.S.		2,076,567
Emil's Market	U.S.		3,203,518
G (Stylized)	U.S.		3,220,730
G (and Design)	U.S.		3,082,871
Gottschalks	U.S.		3,012,611
It's a g Thing	U.S.		3,216,484
Sarah B Color	U.S.		2,984,843
Sarah B Studio	U.S.		2,907,960
Sarah Bentley	U.S.		2,152,922
Shaver Lake	Nevada		2084494, 28855
Shaver Lake	California		100978, 100979
Shaver Lake	Washington		24874
Shaver Lake	Oregon		30285
Shaver Lake (and Design)	California		100887
Shaver Lake (and Design)	California		100886
Smart Khaki	U.S.		2,878,870
g Gottschalks	U.S.	78/666,852	3,211,921
GR	U.S.	78/853,718	3,357,715
Emil's Market	U.S.	78/676,234	
Emil's Market	U.S.	78/677,930	
Giorgio Rondini	U.S.	78/732,227	3,326,737
Harris Prestige	U.S.	78/736,184	1,525,849
Harris Underground	U.S.	73/736,873	1,526,249
A BED FOR ALL SEASONS (Block Letters)	U.S.	77-319031	3,457,613

<u>Tradename</u>	<u>Jurisdiction</u>
Expressions	U.S.
Gottschalks Inc.	U.S.
Gottschalks	U.S.
Harris/Gottschalks	U.S.
Village East	U.S.

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Exhibit "B"

Domain Names

Gottschalks.com [excluding e-mail addresses (e.g., xxx@gottschalks.com) thorough closure of
Gottschalks Inc's chapter 11 case number (09-10157)]

Gottschalks.net
Gottschalks's.net
Gottschalks.org
Gottschalk's.org

SF1:811893.4

