

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313935

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	03/04/2009		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
John G. Morris Inc.		08/04/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mervyns.com LLC		
<b>Street Address:</b>	2500 Sand Hill Road		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1946614	MERVYN'S	
<b>Registration Number:</b>	1063553	MERVYN'S	
<b>Registration Number:</b>	2005153	MERVYN'S CALIFORNIA	
<b>Registration Number:</b>	3297031	MERVYNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com, ckahn@wsgr.com		
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	38594-900/CK9		
<b>NAME OF SUBMITTER:</b>	Aaron D. Hendelman		
<b>SIGNATURE:</b>	/Aaron D. Hendelman/		
<b>DATE SIGNED:</b>	08/13/2014		
<b>Total Attachments: 3</b>			

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## MASTER ASSIGNMENT AGREEMENT

This Master Assignment Agreement is made between **John G. Morris Inc.** ("Assignor") and **Mervyns.comllc**, a Delaware limited liability company ("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 Purchase and Sale Agreement between the Assignor and the Assignee, of even date herewith (the "Purchase and Sale 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.



**Schedule A**

<b>DESCRIPTION OF TRADEMARK</b>	<b>COUNTRY OF REGISTRATION</b>	<b>REGISTRATION NUMBER</b>	<b>DATE OF REGISTRATION</b>
MERVYN'S	Canada	630862	January 24, 2005
MERVYN'S	Mexico	873599	March 29, 2005
MERVYN'S	United States of America	1946614	January 9, 1996
MERVYN'S	United States of America	1063553	April 12, 1977
MERVYN'S CALIFORNIA	United States of America	2005153	October 1, 1996
MERVYNS	United States of America	3297031	September 25, 2007

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