

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seventh On Sixth, Inc.		07/02/2001	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	International Merchandising Corporation
Street Address:	IMG Center, 1360 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 2	
Property Type	Number
Registration Number:	2019312
Registration Number:	2225307

CORRESPONDENCE DATA	
Fax Number:	(216)566-9711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-566-9700
Email:	docketing@rankinhill.com
Correspondent Name:	Rankin, Hill, Porter & Clark LLP
Address Line 1:	925 Euclid Avenue, Suite 700
Address Line 4:	Cleveland, OHIO 44115-1405

ATTORNEY DOCKET NUMBER:	IMC-14942
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NAME OF SUBMITTER:	Stephen A. Hill
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Total Attachments: 3
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**ASSIGNMENT OF
TRADEMARKS, SERVICE MARKS AND TRADENAMES**

This Assignment of Trademarks, Service Marks and Tradenames ("Assignment") is made, executed and delivered as of this 2nd day of July, 2001 between SEVENTH ON SIXTH, INC., a New York non-profit corporation having its principal executive offices at 1412 Broadway, New York, N.Y. 10018 ("Assignor") and International Merchandising Corporation, an Ohio corporation, having its principal executive offices at IMG Center, Suite 100, 1360 East Ninth Street, Cleveland, Ohio 44114 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of July 2, 2001 ("Asset Purchase Agreement"), providing for, among other things, the sale and conveyance to Assignee of all of Assignor's right, title and interest in and to all of the businesses, franchise, rights, privileges, properties and assets of the Business (as defined in the Asset Purchase Agreement) of every nature and description, tangible or intangible, real, personal or mixed and wherever located, all as more fully described in the Purchase Agreement; and

WHEREAS, Assignor has made, executed and delivered an Indenture, Bill of Sale and Assignment of an even date herewith to effect the sale and conveyance provided for in the Asset Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to further carry out the purpose and intent of the Asset Purchase Agreement by Assignor's execution and delivery to Assignee of this Assignment evidencing the vesting in Assignee of Assignor's entire right, title and interest in and to United States registration of United States registered trademarks and service marks, and pending applications for United States registration of trademarks and service marks, and all other trademarks, service marks or tradenames, and all rights, properties, assets, claims, interests and goodwill related thereto in addition to such other instruments as Assignee shall have otherwise received or may hereafter request in accordance with the Asset Purchase Agreement; and

WHEREAS, the Assignment is made, executed and delivered pursuant to the Asset Purchase Agreement, the terms of which shall not be merged hereinto but shall survive the execution hereof.

NOW, THEREFORE, in consideration of the promises and other valuable consideration to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, conveys, assigns and delivers to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to (a) all United States registered trademarks, all registered service marks and all applications for the United States registration of trademarks or service marks set forth in Exhibit A hereto, and (b) any and all other trademarks, service marks or tradenames, including without limitation Assignor's entire right, title and interest in and to all variations thereof, all agreements, registrations, arrangements and applications with respect thereto, and any and all rights to sue for infringement thereof arising prior to the date hereof and the right to retain any proceeds recovered in any such suit, the same

to be held and enjoyed by Assignee, its successors and assigns. This Assignment includes the goodwill of the businesses and operations of the Business insofar as such goodwill is appurtenant to the trademarks, service marks and tradenames which are by these presents transferred to the Assignee.

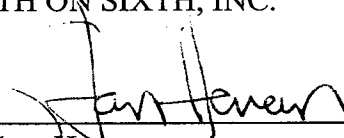
2. - This Assignment shall become effective immediately upon its delivery to Assignee.

3. Consistent with the terms and conditions of this Assignment, Assignor will execute and deliver such instruments, certificates and other documents and take such other action as Assignee may reasonably request in order to carry out this Assignment.

4. This Assignment may be fully executed in several duplicate originals, each of which shall be fully effective as an original, and all such fully executed duplicates shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized offices as of the date first above written.

ASSIGNOR:
SEVENTH ON SIXTH, INC.

By: 
Name: Stan Herman
Title: President

ASSIGNEE:
INTERNATIONAL MERCHANDISING
CORPORATION

By: 
Name: Peter A. Kuhn
Title: Senior Staff Vice President

EXHIBIT A

Trademarks and Service Marks

Word Mark and Logo "7th ON SIXTH", Reg. Nos. 2019312 and 2225307.