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To the Honorable Commissioner of

100910664

attached original documents or copy thereof.

1. Name of conveying party(ies):
 Petrie Stores Liquidating Trust
 successor-in-interest to Petrie
 Stores Corporation **MRP**

Individual(s) Association **S-29-98**
 General Partnership Limited Partnership
 Corporation-State
 Other Trust - New York

2. Name and address of receiving party(ies)

Name: Petrie Retail, Inc.
 Internal Address: _____
 Street Address: 150 Meadowlands Parkway
 City: Secaucus State: NJ ZIP: 07094

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Document ID No. 100740959

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 13, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
TM
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 SEE EXHIBIT A ATTACHED

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Henry Pulice - Legal Dept.
 Internal Address: _____
 Street Address: 150 Meadowlands Parkway
 City: Secaucus State: NJ ZIP: 07094

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed - With original filing
 Authorized to be charged to deposit account

8. Deposit account number:
N/A
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephanie R. Joseph, Esq.
 Name of Person Signing
 Manager and Chief Executive Officer

Petrie Stores Liquidating Trust
Stephanie R. Joseph
 Signature

October 14, 1998
~~September 4, 1998~~
 Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A

Trademarks

1. All right, title and interest in the Trademarks owned by Assignor and all good will associated therewith, together with all registrations therefore, as shown as follows:

U.S REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Registration Date</u>	<u>Registration Number</u>
THE CARD WITH STYLE	July 5, 1994	1,843,879
CRISTINA'S	May 17, 1983	1,238,852
THE END ZONE	August 4, 1992	1,705,131
MARNIE WEST	July 23, 1991	1,651,958
MULTI NAME LOGO	December 7, 1993	1,809,307
PETRIES	July 13, 1993	1,781,325

U.S. Patent & TMO/c/TM Mail Receipt Dt. #61



05-29-1998

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UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, Petrie Stores Liquidating Trust (hereinafter "Assignor"), as successor-in-interest to Petrie Stores Corporation (a dissolved New York Corporation), having an address c/o The Directors' Network, Inc. located at 685 Fifth Avenue, Suite 601, New York, New York, is the owner of the United States trademarks set forth on the attached Exhibit A (collectively the "Trademarks" and each the "Trademark"), common law rights relating thereto, and registrations and applications relating thereto; and

WHEREAS, Petrie Retail, Inc. (hereinafter "Assignee"), a Delaware corporation, having an address of 150 Meadowlands Parkway, Secaucus, New Jersey 07094, desires to acquire the entire right, title and interest in and to the Trademarks, including all registrations and applications therefor and the good will of the business symbolized thereby:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, and its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks and all of its and their applications and registrations in respect thereto and any renewals thereof, all good will symbolized by and associated with the business conducted under the Trademarks, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned to Assignee under this Trademark Assignment. Assignor agrees to execute such other documents and to take whatever further action is necessary or appropriate to properly and completely effect the assignment and transfer to Assignee of the Trademarks and good will associated therewith.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

("Assignor")

PETRIE STORES LIQUIDATING
TRUST, as successor-in-interest to
Petrie Stores Corporation

By: Stephanie R. Joseph
Stephanie R. Joseph
Manager and Chief
Executive Officer

Dated as of the 13th of ^{March} ~~December~~, 1998

State of New York)
) ss
County of New York)

march 13, 199⁸~~7~~

Then personally appeared the above-named Stephanie R. Joseph, as Manager and Chief Executive Officer of Petrie Stores Liquidating Trust, and acknowledged the foregoing instrument to be her free act and deed as Manager and Chief Executive Officer of Petrie Stores Liquidating Trust, before me,



Notary Public
My Commission Expires:

JANINE HOWARD
Notary Public, State of New York
No. 01HO6001763
Qualified In Suffolk County
Commission Expires Jan. 20, 2000