

FORM PCT-1618A  
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06-24-1998

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



100745959

RECORDATION FORM COVER SHEET  
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6-5-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New  
☐ Resubmission (Non Recordation)  
Document ID#  
☐ Correction of PTO Error  
Reel #  Frame #  
☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☒ Assignment  
☐ Security Agreement  
☐ Merger  
☐ Change of Name  
☐ Other  
☐ License  
☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Name **Household International, Inc.**

Execution Date  
Month Day Year  
**04/10/98**

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association  
☐ Other

☒ Citizenship/State of Incorporation/Organization **Delaware**

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name **Ameritech Corporation**

DBA/AKA/TA

Composed of

Address (line 1) **30 S. Wacker Drive**

Address (line 2)

Address (line 3) **Chicago**

City

**Illinois**

State/County

**60606**

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  
☒ Corporation ☐ Association  
☐ Other

☒ Citizenship/State of Incorporation/Organization **Delaware**

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01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 1744 FRAME: 0426

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number **312-321-4712**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

**1**

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

**#2**

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

**\$65.00**

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account

(enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

**#23-1925**

Authorization to charge additional fees:

Yes ☒ No ☐

**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. Charges to deposition account are authorized, as indicated herein.*

**Joseph V. Norvell**

Name of Person Signing

Signature

**June 2, 1998**

Date Signed

## **ASSIGNMENT OF SERVICE MARKS**

WHEREAS, Household International, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 2700 Sanders Road, Prospect Heights, IL 60070, (hereinafter referred to as "Seller") has adopted, used and is using, in conjunction with Buyer (as defined below), the following service marks (the "Marks") for services provided in conjunction with the Ameritech credit card program as described in the Second Amended and Restated Combined Card Agreement, dated June 14, 1996:

- |    |                                    |                                 |
|----|------------------------------------|---------------------------------|
| 1. | COMPLETE®                          | U.S. REGISTRATION NO. 1,880,032 |
| 2. | COMPLETELY DIFFERENT <sup>SM</sup> | U.S. APPLICATION NO. 75/273,396 |

WHEREAS, Ameritech Corporation, a corporation organized and existing under the laws of the state of Delaware, having a principal place of business at 30 S. Wacker Drive, Chicago, IL 60606, (hereinafter referred to as "Buyer"), desires to acquire all Seller's rights in said Marks and the registration and application therefor; and

WHEREAS, Seller and Buyer are parties to a Termination of Second Amended and Restated Combined Card Agreement, dated as of April 10, 1998;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective March 31, 1998, Seller hereby sells, grants, transfers, conveys, assigns and delivers to Buyer all right, title and interest of Seller to said Marks and the above-referenced application and registration therefore, Seller's right to use said Marks in the conduct of its business, together with the goodwill of the business of Seller represented by such Marks, and all rights to sue and collect damages for past infringements, if any.

Seller hereby represents and warrants to Buyer that Seller has given no security interest in the Marks, or otherwise encumbered the Marks in any manner, which would affect this assignment; and the Seller has full right, power and authority to effect the assignment described above. In addition, Seller agrees to promptly provide Buyer with any notice Seller receives regarding any actual or threatened action, investigation or proceeding instigated by another person or entity regarding Seller's right or use of the Marks.

IN WITNESS WHEREOF, Seller has caused these presents to be fully executed, sealed and delivered on and as of April 10, 1998.

HOUSEHOLD INTERNATIONAL, INC.

By: 

Its: CORPORATE SECRETARY

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