

11-06-1998

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To the Honorable Commissioner of P



Attached original documents or copy thereof.

1. Name of conveying party(ies):

100873205

address of receiving party(ies)

Selfridges Retail Limited

Name: Sears Clothing Limited

Internal Address:

Street Address: 1 Garrick Road

City: Hendon, London NW9 6AU, England

State: ZIP:

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Great Britain company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State

Other: Great Britain company

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: August 10, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,975,472

Additional numbers attached? Yes No

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

Name: Karen G. McCloat

Internal Address: Graham, Campaign P.C.

The Bar Building

Suite 1300

Street Address: 36 West 44th Street

City: New York State: NY ZIP: 10036-8178

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

11/04/1998 JMWTKINS 00000134 1975472

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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.

Karen G. McCloat

Name of Person Signing

Karen G. McCloat

Signature

October 20, 1998

Date

8

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

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

TRADEMARK REEL: 1809 FRAME: 0544

814-6576

John Venn & Sons

Notaries Public & Translators

Keith F.C. Baker LL.B., FIL • William B. Kennair LL.B.
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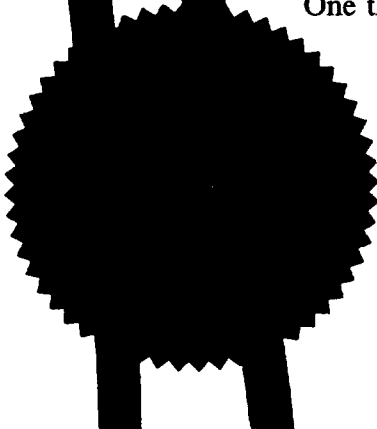
I, KEITH FRANCIS CROFT BAKER, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:

1. THAT the Deed of Assignment annexed hereto was this day signed in my presence for and on behalf of SELFRIDGES RETAIL LIMITED (formerly called SELFRIDGES LIMITED) by PETER WODEHOUSE WILLIAMS and ALAN FREDERICK CAMPLIN-SMITH, one of the Directors and the Secretary of the said Company respectively;

2. THAT the said Company is duly incorporated and existing under English Law, having its Registered Office at 400 Oxford Street, London W1A 1AB, England;

3. AND THAT the said Deed of Assignment being so signed, is duly executed on behalf of and binding on the said Company.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the tenth day of August One thousand nine hundred and ninety eight.



TRADEMARK
REEL: 1809 FRAME: 0545

THIS DEED OF ASSIGNMENT is made the Tenth day of August 1998

BETWEEN:

- (1) Selfridges Retail Limited (formerly Selfridges Limited) a company incorporated in England and Wales with registered number 97117 whose registered office is at 400 Oxford Street, London W1A 1AB (the "Assignor"); and
- (2) Sears Clothing Limited a company incorporated in England and Wales with registered number 941463 whose registered office is at 1 Garrick Road, Hendon, London NW9 6AU (the "Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of certain U.S.A. registered trade marks and certain unregistered trade marks (together the "Marks") short particulars of which are set out in the Schedule hereto.
- (B) By an agreement dated 3 June 1998 between the Parties (the "Co-Existence Agreement") the Assignor has agreed, inter alia, to assign the Marks to the Assignee upon the terms set out therein and to execute this assignment.

NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the Co-Existence Agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor HEREBY ASSIGNS absolutely to the Assignee with limited title guarantee all its right, title and interest in the Marks (including all statutory and common law rights attaching thereto) TOGETHER WITH the goodwill (if any) of the business relating to the goods or services (as the case may be) in respect of which the Marks have been used.
2. The rights assigned pursuant to clause 1 include the right to sue for past infringements and to retain any damages obtained as a result of such action.
3. At the request and cost of the Assignee, the Assignor covenants with the Assignee to do promptly all things and execute all documents as may reasonably be required to:
 - 3.1 perfect the Assignee's title in the Marks and any registrations resulting from the Applications; and
 - 3.2 assist the Assignee in any claim or proceeding involving any of the Marks.
4. The Assignor warrants to the Assignee that:
 - 4.1 all fees due in respect of the Marks have been paid;

- 4.2 it has not licensed the Marks nor has it granted to any other person any other permissions or rights in respect of the rights hereby assigned;
- 4.3 so far as it is aware the Marks are valid, subsisting and enforceable and are free from encumbrance;
- 4.4 so far as it is aware none of the rights hereby assigned infringe any rights of, or are being infringed by, any third party; and
- 4.5 it has not waived, or abandoned any of its rights in the Marks nor has it acquiesced in the unauthorised use of the same or done or omitted to do any act or thing which may limit any of the rights hereby assigned.

SCHEDULE

Trade Mark	Number	Class	Next Renewal Date
MISS SELFRIDGE	1975472	3, 25	21 MAY 2006

IN WITNESS whereof the parties have executed this deed of assignment the day and year first above written.

EXECUTED AS A DEED

by SELFRIDGES RETAIL LIMITED
acting by two of its directors/a director
and a secretary

John J. Will
.....

Director

Bampminth
.....

Secretary/~~Director~~

x Notary Public

USA
1975472
To Sears Clothing Ltd.

UNITED STATES OF AMERICA

In re-assignment of trade mark **MISS SELFRIDGE**

Registration number **1975472**

Dated **21 May 1996**

From **SELRIDGES RETAIL LIMITED**

To **SEARS CLOTHING LIMITED**

To the Commissioner of Patents:

The firm of **Graham, Campaign P.C.**

consisting of **H. John Campaign, John M. Keene, Charles H. Knoll and Karen G. McCloat**

attorneys admitted to practice in the State of New York and whose postal


address is **The Bar Building, 36 West 44th Street, NY, NY 10036-8**

is designated as assignee's representative on whom notices or process in proceedings affecting the mark may be served.

Dated this **21st** day of **September** 1998

SEARS CLOTHING LIMITED,



~~DIRECTOR~~

TRADEMARK

REEL: 1809 FRAME: 0548

UNITED KINGDOM OF GREAT BRITAIN)
CITY OF LONDON ENGLAND) SS.

I, JAMES KERR MILLIGAN, Notary Public of the City of London and elsewhere in England, by Royal Authority, duly admitted and sworn, practising in the said City,

DO HEREBY CERTIFY AND ATTEST:

THAT the signature set and subscribed at foot of the hereunto annexed Document is genuine, the same having been subscribed thereto by **DAPHNE VALERIE CASH**, whose identity I attest, the Secretary and a duly appointed Attorney of the Company styled "**SEARS CLOTHING LIMITED**", an English Company duly incorporated and existing under the laws of England, registered at the Companies Registration Office for England and Wales under N^o. **941463** and having its Registered Office at One Garrick Road, Hendon, London NW9 6AU, England, acting under and by virtue of a Power of Attorney granted by the said Company on the 7th day of November One thousand nine hundred and ninety-six, a copy of which was unto me produced.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London aforesaid, this twenty-first day of September One thousand nine hundred and ninety-eight.

