

9/2/99

09-09-1999

Form PTO-1594 (Rev. 6-93) RECO  
OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Pat

101139155

...the attached original document or copy thereof

1. Name of conveying party(ies):

Dayton Hudson Corporation

- Individual(s)
- General Partnership
- Corporation: State of Minnesota
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Mervyn's  
25001 Industrial Boulevard  
Hayward, California 94545

- Individual(s)
- General Partnership
- Corporation: of California
- Other
- Association
- Limited Partnership

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 2, 1999

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)

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

A. Trademark Application No(s).

See Schedule A

B. Trademark Registration No(s).

See Schedule A

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

Stephen C. Lee  
FAEGRE & BENSON LLP  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
612/336-3366

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41) .....\$515.00

- Enclosed
- Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.

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

Stephen C. Lee

Name of person signing

Signature

Date

September 2, 1999

09/08/1999 MTHAI1 00000087 2116264

01 FC:481  
02 FC:482

Total number of pages including cover sheet, attachments, and document: 7  
475.00 DP

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

**SCHEDULE A**

**Federal Trademark Registrations**

<u>Reg. No.</u>	<u>Mark</u>
2,116,264	Cheetah Design Mark (3 slash)
2,078,058	EASTER PARADE
2,086,107	EFACTOR
2,069,999	GIRLS NEXT DOOR
2,121,733	HILLARD & HANSON
2,121,787	HILLARD & HANSON
2,133,640	LIFE COAST
2,005,153	MERVYN'S CALIFORNIA
2,051,438	SILVER SCREEN

**Federal Trademark Applications**

<u>Serial No.</u>	<u>Mark</u>
75/599904	COLOR CIRCUIT
75/668289	E GIRL
75/602400	ELLEMENNO
75/382903	FIT TO A TEE
75/528734	KID FRIENDLY. PUPPY TOUGH.
75/217347	LIFT COAST
75/400304	LIFT COAST
75/528735	REAL BRANDS, REAL PRICES, REAL AFFORDABLE
75/668290	RNZ
75/528733	WHAT YOUR STYLE SHOULD REALLY COST
75/453302	WOOLBERT

## **CONTRIBUTION AGREEMENT**

This Contribution Agreement is made by and between Dayton Hudson Corporation, a Minnesota corporation ("Contributor") and Mervyn's, a California corporation (the "Company") on and as of this 2<sup>nd</sup> day of August, 1999.

### **I. DEFINITIONS**

For purposes of this Contribution Agreement:

A. "Mervyn's Brands" means Company's subsidiary Mervyn's Brands, Inc.

B. "Trademarks" means trademarks, service marks, logos, trade names, and trade dress, together with the goodwill appurtenant to each of the foregoing, and any applications, registrations or common law rights related to each of the foregoing.

C. "Patents" means: (a) design patents and design patent applications; and (b) utility patents and utility patent applications related to products or the manufacture of products.

D. "Copyrights" means copyrights in any products, product configurations, product packaging, and documents related to brand management, style sheets, trademark usage or any other trademark issues, together with any registrations or applications for registration for any of the foregoing. To avoid ambiguity, products include any feature film or television productions (e.g., holiday specials).

E. "Miscellaneous Intellectual Property" means (i) Internet domain names, online service keywords, and vanity telephone numbers, and (ii) any intellectual property related to products or the manufacture of products not included in Trademarks, Patents and Copyrights, including specifically and without limitation inventions and invention disclosures, trade secrets, recipes, and formulas related to products or the manufacture of products.

F. "Included Intellectual Property" means all Trademarks, Patents, Copyrights and Miscellaneous Intellectual Property which are owned by Contributor and which have been used, are used, or as to which there exists a bona fide intention to use, in connection with Company's business as of the effective date of this Agreement, including but not limited to those items set forth on Schedule A, but excluding the Excluded Intellectual Property.

G. "Excluded Intellectual Property" means those items set forth on Schedule B.

### **II. CONTRIBUTION AND BILL OF SALE**

Contributor hereby contributes to Company, and Company hereby accepts from Contributor, the Included Intellectual Property.

Effective upon the execution hereof, Contributor hereby conveys, transfers and assigns to Company all of its right, title and interest in and to the Included Intellectual Property, and all claims for damages by reason of past, present or future infringement of the Included Intellectual Property, with the right to sue for and collect the same for Company's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Contributor hereby agrees to duly execute and deliver to Company all such other and further instruments of conveyance, transfer and assignment and to take such other action as Company may reasonably deem necessary in order to more effectively convey and transfer to Company assets transferred or intended to be transferred hereby.

### **III. SCHEDULES**

A. Schedule A represents the parties' present good faith belief of the complete list of issued patents, registered copyrights and United States federal trademark applications and trademark registrations which are part of the Included Intellectual Property, but Schedule A does not represent a complete listing of all other Trademarks which are part of the Included Intellectual Property, of all other Copyrights which are part of the Included Intellectual Property or of other Miscellaneous Intellectual Property that is a part of the Included Intellectual Property. The parties agree that additions, deletions or other corrections may hereafter be made to Schedule A to reflect the actual list of Trademarks, Patents, Copyrights and Miscellaneous Intellectual Property which were on the effective date of this Contribution Agreement a part of the Included Intellectual Property.

B. The parties agree that within sixty (60) days following the effective date of this Contribution Agreement, they may amend Schedule B in order to exclude any particular items, and thereby void any assignment of such item from Contributor to Company, if an assignment of such item would violate, breach, or create grounds for termination of any other agreement, or if the parties mutually agree that Contributor's retaining ownership of such item would be in the parties' best interest.

### **IV. THE LICENSE AGREEMENT**

Company and Mervyn's Brands are entering into a contribution agreement on the date hereof, pursuant to which Company is contributing to Mervyn's Brands, among other things, all of the Included Intellectual Property. Company and Mervyn's Brands are also entering into a license agreement on the date hereof (the "License Agreement"), pursuant to which Mervyn's Brands is granting a license to Company in connection with, among other things, the Included Intellectual Property.

A. Any existing licenses from Contributor to Company related to the Included Intellectual Property are hereby superceded by this Agreement.

B. To the extent that there are any existing licenses between Contributor and any parties other than Company related to the Included Intellectual Property, the License Agreement provides that Company shall grant Contributor a sublicense to the extent necessary

to enable Contributor to comply with its obligations under such existing licenses (provided, however, that this provision shall not preclude Contributor from assigning such existing licenses to Company).

C. To the extent that Contributor continues any current use that it may have of any Included Intellectual Property which Contributor had heretofore owned, Company shall grant Contributor a sublicense under the License Agreement to the extent necessary to enable Contributor to continue such use.

The parties agree to cooperate in executing any documents that may be necessary or appropriate to carry out the above provisions.

**V. DISCLAIMER OF WARRANTIES**

Contributor disclaims all warranties related to the Included Intellectual Property.

**VI. SUCCESSORS**

This Contribution Agreement shall inure to the benefit of and shall bind the successors, heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, Dayton Hudson Corporation and Mervyn's have made this Contribution Agreement on and as of the date first above written.

**MERVYN'S**

**DAYTON HUDSON CORPORATION**

By *Ernest T. Halc*  
Its Vice President

By *[Signature]*  
Its Treasurer

Subscribed and sworn to before me  
this 2nd day of August, 1999.

Subscribed and sworn to before me  
this 2nd day of August, 1999.

*[Signature]*  
Notary Public

*Amy B. Funk*  
Notary Public

M2:20257517.02



**SCHEDULE A**

(August 2, 1999 DHC/Mervyn's Contribution Agreement)

<b>MARK</b>	<b>Reg. Or Serial Number</b>
Cheetah Design Mark (3 slash)	2,116,264
COLOR CIRCUIT	75-599904
EASTER PARADE	2,078,058
EFACTOR	2,086,107
E GIRL	75-668289
ELLEMENNO	75-602400
FIT TO A TEE	75-382903
GIRLS NEXT DOOR	2,069,999
HILLARD & HANSON	2,121,733
HILLARD & HANSON	2,121,787
KID FRIENDLY. PUPPY TOUGH.	75-528734
LEFT COAST	2,133,640
LEFT COAST	75-217347
LEFT COAST	75-400304
MERVYN'S CALIFORNIA	2,005,153
REAL BRANDS, REAL PRICES. REAL AFFORDABLE	75-528735
RNZ	75-668290
SILVER SCREEN	2,051,438
WHAT YOUR STYLE SHOULD REALLY COST	75-528733
WOOLBERT	75-453302

**Domain Names**

CAMBRIDGECLASSICS.COM  
HILLARDANDHANSON.COM  
HILLARDHANSON.COM  
MERVYNSGIFTREGISTRY.COM

**SCHEDULE B**

(August 2, 1999 DHC/Mervyn's Contribution Agreement)