

9/2/99

09-09-1999

Form PTO-1594 (Rev. 6-93)

RECORDA



U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

TR

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101139154

and original document or copy thereof

<p>1. Name of conveying party(ies):</p> <p>Rivertown Trading Company</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of Minnesota <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Dayton Hudson Corporation 33 South Sixth Street Minneapolis, Minnesota 55402</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: _____ of Minnesota <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 2, 1999</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>

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

<p>A. Trademark Application No(s).</p> <p>See Schedule A</p>	<p>B. Trademark Registration No(s).</p> <p>See Schedule A</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Stephen C. Lee FAEGRE & BENSON LLP 2200 Norwest Center 90 South Seventh Street Minneapolis, MN 55402-3901 612/336-3366</p>	<p>6. Total number of applications and registrations involved: <u>11</u></p>
	<p>7. Total fee (37 CFR 3.41)\$290.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account for underpayment</p> <p>8. Deposit Account number: 06-0029</p>

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.

<p><u>Stephen C. Lee</u> Name of person signing</p>	 Signature	<p><u>August 31, 1999</u> Date</p>
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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 and Trademarks, Box Assignments
Washington, D.C. 20231

09/08/1999 112702640000000000000000 1522610

01 FC:481 40.00 OP
02 FC:482 250.00 OP

SCHEDULE A

Federal Trademark Registrations

<u>Reg. No.</u>	<u>Mark</u>
1,522,610	CAHILL & COMPANY
1,862,119	ECCENTRICITIES
2,201,344	GOURMET LUTHERAN COFFEE
2,220,976	PASTICHE
1,791,998	SEASONS
2,123,143	THE LISTENERS CIRCLE
2,128,363	VIDEO CUSTOMER REWARDS
1,940,237	VIDEO TRACKERS
2,266,555	SEASONS SMILE

Federal Trademark Applications

<u>Serial No.</u>	<u>Mark</u>
75/041469	CIRCA
75/414937	WELL AND GOOD

BILL OF SALE AGREEMENT

This Bill of Sale Agreement is made by and between Dayton Hudson Corporation, a Minnesota corporation ("DHC") and Rivertown Trading Company, a Minnesota corporation ("Seller") on and as of this 2nd day of August, 1999.

I. DEFINITIONS

For purposes of this Bill of Sale Agreement:

A. "DHB" means DHC's subsidiary Dayton Hudson Brands, Inc.

B. "Rivertown Companies" means Seller and all of Seller's direct and indirect subsidiaries.

C. "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.

D. "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.

E. "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).

F. "Excluded Copyrights" means any copyrights in products, product configurations and product packaging for which the product, product configuration or product packaging is a derivative work (as that term is defined under the United States Copyright Act of 1976, as amended) of a preexisting work, and the copyright in the preexisting work is not owned by any of the Rivertown Companies or DHC.

G. "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.

H. "Included Intellectual Property" means all Trademarks, Patents, Copyrights and Miscellaneous Intellectual Property which are owned by Seller and which have been used, are used, or which any of the Rivertown Companies has a bona fide intention to use, in connection with their business(es) 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 and the Excluded Copyrights.

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

J. "Licensed Intellectual Property" means all Trademarks, Patents, Copyrights and Miscellaneous Intellectual Property which are owned by DHC and which have been used, are used, or which Seller has a bona fide intention to use, in connection with Seller's business as of the effective date of this Agreement, under a written, oral or implied license, but excluding the Excluded Copyrights.

II. BILL OF SALE

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged by Seller, Seller hereby conveys, transfers and assigns to DHC, effective upon the execution hereof, 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 DHC's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Seller hereby agrees to duly execute and deliver to DHC all such other and further instruments of conveyance, transfer and assignment and to take such other action as DHC may reasonably deem necessary in order to more effectively convey and transfer to DHC 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 Bill of Sale Agreement a part of the Included Intellectual Property.

B. The parties agree that within sixty (60) days following the effective date of this Bill of Sale Agreement, they may amend Schedule B in order to exclude any particular items, and thereby void any assignment of such item from Seller to DHC, 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 Seller's retaining ownership of such item would be in the parties' best interest.

IV. THE LICENSE AGREEMENT AND THE CONTRIBUTION AGREEMENT

Each of the other Rivertown Companies which owns any intellectual property corresponding to the Included Intellectual Property (the "Corresponding Intellectual Property") is entering into a bill of sale agreement with DHC on the date hereof (collectively

the "Other Bill Of Sale Agreements"). DHC and DHB are entering into a contribution agreement on the date hereof (the "Contribution Agreement"), pursuant to which DHC is contributing to DHB all of the Included Intellectual Property, all of the Licensed Intellectual Property, and all of the Corresponding Intellectual Property (collectively the "Contributed Intellectual Property"). Furthermore, Seller and DHB are entering into a license agreement on the date hereof (the "License Agreement"), pursuant to which DHB is granting a license to Seller in connection with the Contributed Intellectual Property.

A. Any existing licenses from DHC to Seller related to the Contributed Intellectual Property shall, upon execution of the Other Bill Of Sale Agreements, the Contribution Agreement and the License Agreement, thereupon become superceded by the License Agreement.

B. To the extent that there are any existing licenses from DHC to any of the other Rivertown Companies related to the Contributed Intellectual Property, upon execution of the Other Bill Of Sale Agreements, the Contribution Agreement and the License Agreement, Seller shall grant the applicable Rivertown Company a sublicense under the License Agreement and the existing licenses shall become superceded by such sublicense.

C. To the extent that there are any existing licenses between DHC and any parties (other than as set forth above) related to the Contributed Intellectual Property, upon execution of the Other Bill Of Sale Agreements, the Contribution Agreement and the License Agreement, Seller shall grant DHC a sublicense under the License Agreement to the extent necessary to enable DHC to comply with its obligations under such existing licenses (provided, however, that this provision shall not preclude DHC from assigning such existing licenses to any of the Rivertown Companies).

D. Any existing licenses from Seller to any other party (including DHC, any of the other Rivertown Companies, or an unrelated party) related to the Contributed Intellectual Property shall, upon execution of the Other Bill Of Sale Agreements, the Contribution Agreement and the License Agreement, thereupon become sublicenses pursuant to the License Agreement from Seller to such other party.

E. Any existing licenses from any of the other Rivertown Companies to Seller related to the Contributed Intellectual Property shall, upon execution of the Other Bill Of Sale Agreements, the Contribution Agreement and the License Agreement, thereupon become superceded by the License Agreement.

F. To the extent that there are any existing licenses from any of the other Rivertown Companies to any other party (including DHC, any of the other Rivertown Companies, or an unrelated party, but not including Seller) related to the Contributed Intellectual Property, upon execution of the Other Bill Of Sale Agreements, the Contribution Agreement and the License Agreement, Seller shall grant the applicable Rivertown Company a sublicense under the License Agreement to the extent necessary to enable the applicable Rivertown Company to comply with its obligations under such existing licenses (provided,

however, that this provision shall not preclude the applicable Rivertown Company from assigning such existing licenses to Seller).

G. To the extent that DHC continues any current use that it may have of any Licensed Intellectual Property, Seller shall grant DHC a sublicense under the License Agreement to the extent necessary to enable DHC 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

Seller disclaims all warranties related to the Included Intellectual Property.

VI. SUCCESSORS

This Bill of Sale 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 Rivertown Trading Company have made this Bill of Sale Agreement on and as of the date first above written.

RIVERTOWN TRADING COMPANY

DAYTON HUDSON CORPORATION

By *Donna Hilkey*
Its *PRESIDENT*

By *[Signature]*
Its *Treasurer*

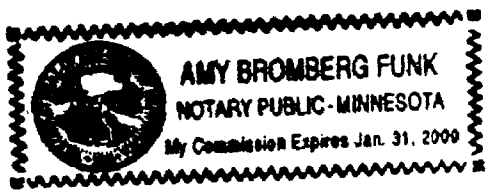
Subscribed and sworn to before me this *2nd* day of *August*, 1999.

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

Amy B. Funk
Notary Public

[Signature]
Notary Public

M2:20253260.06



SCHEDULE A

(August 2, 1999 DHC/RTC Bill of Sale Agreement)

Federal Registrations

CAHILL & COMPANY	1,522,610
ECCENTRICITIES	1,862,119
GOURMET LUTHERAN COFFEE	2,201,344
PASTICHE	2,220,976
SEASONS	1,791,998
THE LISTENERS CIRCLE	2,123,143
VIDEO CUSTOMER REWARDS	2,138,363
VIDEO TRACKERS	1,940,237

Federal Applications

CIRCA	75-041469
SEASONS SMILE	75-425373
WELL AND GOOD	75-414937

MN Registration

CLASSICS BY MAIL	11184
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Domain Names

BRITGIFTS.COM
CIRCOLLECTION.COM
CIRGALLERY.COM
FLWCOLLECTION.COM
JOLLYGOODSHOWS.COM
LISTENERSCIRCLE.COM
PLANET-INDIGO.COM
PLANETINDIGO.NET
PLANET-INDIGO.NET
PLANETINDIGO.ORG
PLANET-INDIGO.ORG
SEASONSFORME.COM
SEASONS-FOR-ME.COM
SEASONSFORYOU.COM
SEASONS-FOR-YOU.COM
SEASONSTOREMEMBER.COM
VCRCLUB.COM

SCHEDULE B

(August 2, 1999 DHC/RTC Bill of Sale Agreement)