

MRD 10-18-99

10-22-1999



Form PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

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

101180338

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

<p>1. Name of conveying party(ies):</p> <p>Dayton Hudson Corporation</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 Brands, Inc.  Attn: Kristina Kemp  CC-28B  33 South Sixth Street  Minneapolis, Minnesota 55440</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>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>
<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s).                      B. Trademark Registration No(s).</p> <p>See Schedule A    See Schedule A</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Stephen C. Lee  FAEGRE &amp; 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>17</u></p> <p>7. Total fee (37 CFR 3.41) ..... \$440.00</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>

10/21/1999 DMGUYEN 00000181 1522610

01 FC:481 40.00 OP  
02 FC:482 400.00 OP

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                                      [Signature]                                      October 13, 1999  
Name of person signing                                      Signature                                      Date

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

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

M2 20271-467-01

TRADEMARK  
REEL: 001977 FRAME: 0877

## **SCHEDULE A**

(August 2, 1999 DHC/DHB Contribution Agreement -- Rivertown)

### **Federal Registrations**

CAHILL & COMPANY	1,522,610
ECCENTRICITIES	1,862,119
GOURMET LUTHERAN	2,201,344
COFFEE	.
HIGH BRIDGE and Design	1,734,492
HIGHBRIDGE CLASSICS	2,018,667
PASTICHE	2,220,976
SEASONS	1,791,998
THE LISTENERS CIRCLE	2,123,143
VIDEO CUSTOMER	2,128,363
REWARDS	
VIDEO TRACKERS	1,940,237
WIRELESS	1,763,488

### **Federal Applications**

CIRCA	75-041469
SEASONS SMILE	75-425373
THE PLANET	75-414633
THE PLANET and Design	75-431129
THE PLANET GLOBAL	75-415012
CLOTHING AND GIFTS	
WELL AND GOOD	75-414937

### **State Registrations**

CLASSICS BY MAIL	11184
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(Minnesota state registration)

### **Domain Names**

4NEATSTUFF.COM  
BRITANNIACATALOG.COM  
BRITGIFTS.COM  
CIRCACATALOG.COM  
CIRCA COLLECTION.COM  
CIRCA COLLECTORS.COM  
CIRCA GALLERY.COM  
CLICKWIRELESS.COM  
FLWCOLLECTION.COM

*(SCHEDULE A CONTINUED)*

FORNEATSTUFF.COM  
GIFTCATALOG.COM  
GLOBALSPIRITCATALOG.COM  
HIGHBRIDGEAUDIO.COM  
ILOVEADEAL.COM  
ILUVADEAL.COM  
JOLLYGOODSHOWS.COM  
LISTENERSCIRCLE.COM  
PLANETCATALOG.COM  
PLANET-INDIGO.COM  
PLANETINDIGO.NET  
PLANET-INDIGO.NET  
PLANETINDIGO.ORG  
PLANET-INDIGO.ORG  
RIVERTOWNTRADING.COM  
RIVERTRADE.COM  
SEASONSCATALOG.COM  
SEASONSFORME.COM  
SEASONS-FOR-ME.COM  
SEASONSFORYOU.COM  
SEASONS-FOR-YOU.COM  
SEASONSTOREMEMBER.COM  
SHOPCIRCA.COM  
SHOPSEASONS.COM  
SHOPSIGNALS.COM  
SIGNALSCATALOG.COM  
SMARTSHOPPERCATALOG.COM  
VCRCATALOG.COM  
VCRCLUB.COM  
VIDEOREWARDS.COM  
WELLANDGOOD.COM  
WIRELESS2.COM  
WIRELESSAUDIO.COM  
WIRELESSBOOKSTAND.COM  
WIRELESSGIFTS.COM  
WIRELESSTOO.COM  
WIRELESSTWO.COM

## **CONTRIBUTION AGREEMENT**

This Contribution Agreement is made by and between Dayton Hudson Corporation, a Minnesota corporation ("DHC") and Dayton Hudson Brands, Inc., a Minnesota corporation (the "DHB") on and as of this 2<sup>nd</sup> day of August, 1999.

### **I. DEFINITIONS**

For purposes of this Contribution Agreement:

A. "RTC" means DHC's subsidiary Rivertown Trading Company.

B. "Rivertown Companies" means RTC and all of RTC'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 DHC 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.

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

DHC hereby contributes to the DHB, and the DHB hereby accepts from DHC, the Included Intellectual Property.

Effective upon the execution hereof, DHC hereby conveys, transfers and assigns to the DHB 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 the DHB's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. DHC hereby agrees to duly execute and deliver to the DHB all such other and further instruments of conveyance, transfer and assignment and to take such other action as the DHB may reasonably deem necessary in order to more effectively convey and transfer to the DHB 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 DHC to the DHB, 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 DHC's retaining ownership of such item would be in the parties' best interest.

## **IV. THE LICENSE AGREEMENT**

DHB and the RTC are entering into a license agreement on the date hereof (the "License Agreement"), pursuant to which the DHB is granting a license to RTC in connection with the Included Intellectual Property.

A. Any existing licenses from DHC to RTC related to the Included Intellectual Property shall, upon execution of 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 Included Intellectual Property, upon execution of the License Agreement, RTC 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 Included Intellectual Property, upon execution of the License Agreement, RTC 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 RTC to any other party (including DHC, any of the other Rivertown Companies, or an unrelated party) related to the Included Intellectual Property shall, upon execution of the License Agreement, thereupon become sublicenses pursuant to the License Agreement from RTC to such other party.

E. Any existing licenses from any of the other Rivertown Companies to RTC related to the Included Intellectual Property shall, upon execution of 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 RTC) related to the Included Intellectual Property, upon execution of the License Agreement, RTC 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 RTC).

G. To the extent that DHC continues any current use that it may have of any Included Intellectual Property which DHC had heretofore owned (prior to any transfers made of the date hereof from any of the Rivertown Companies), the Rivertown Companies 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**

DHC disclaims all warranties related to the Included Intellectual Property.

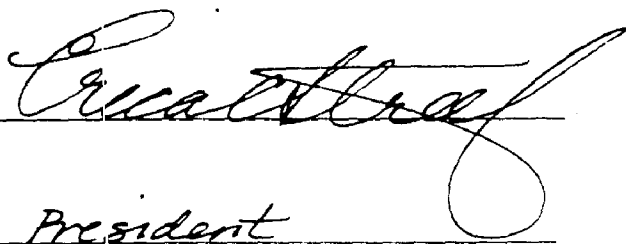
VI. **SUCCESSORS**


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 Dayton Hudson Brands, Inc. have made this Contribution Agreement on and as of the date first above written.

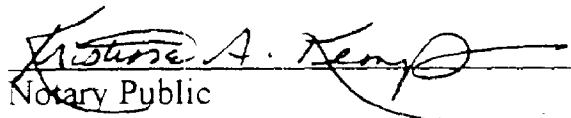
**DAYTON HUDSON BRANDS, INC.**

**DAYTON HUDSON CORPORATION**

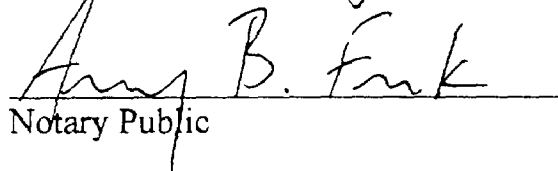
By   
Its President

By   
Its Treasurer

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

  
Notary Public

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

  
Notary Public



N12.20253263.03

**SCHEDULE B**

(August 2, 1999 DHC/DHB Contribution Agreement -- Rivertown)



# FAEGRE & BENSON LLP

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612/336-3366

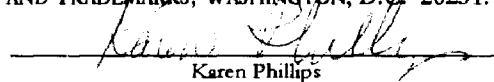
October 13, 1999

## BOX ASSIGNMENTS

### FEE

Commissioner of Patents and Trademarks  
Washington, D.C. 20231

I CERTIFY THAT, ON OCTOBER 13, 1999, THIS PAPER IS BEING  
DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST  
CLASS MAIL IN AN ENVELOPE ADDRESSED TO THE COMMISSIONER OF  
PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231.

  
Karen Phillips

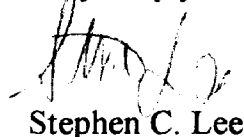
Re: Dayton Hudson Corporation // Dayton Hudson Brands, Inc.

Enclosed for filing with the United States Patent and Trademark Office are the  
documents listed below:

- ☒ Recordation Form Cover Sheet;
- ☒ Contribution Agreement;
- ☒ Check No. 476371 in the amount of \$440.00 for the filing fee; and
- ☒ Postcard  
A self-addressed return postcard in accordance with M.P.E.P. § 503  
itemizing all of the above-referenced documents filed herewith.

Should any additional fee be required, the Commissioner is authorized to charge our  
Deposit Account No. 06-0029 and notify us of the same.

Very truly yours,

  
Stephen C. Lee

SCL:kp  
Enclosures

M2:20272063.01

Minneapolis Denver Des Moines London Frankfurt

TRADEMARK  
REEL: 001977 FRAME: 0885

**Dayton Hudson Corporation  
Dayton Hudson Brands, Inc.  
Trademark Form Cover Sheet**

**SCHEDULE A**

**Federal Trademark Registrations**

<u>Reg. No.</u>	<u>Mark</u>
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2,128,363	VIDEO CUSTOMER REWARDS
1,940,237	VIDEO TRACKERS
1,763,488	WIRELESS

**Federal Trademark Applications**

<u>Serial No.</u>	<u>Mark</u>
75/041,469	CIRCA
75/425,373	SEASONS SMILE
75/414,633	THE PLANET
75/431,129	THE PLANET and Design
75/415,012	THE PLANET GLOBAL
75/414,937	CLOTHING AND GIFTS
	WELL AND GOOD

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