

03-17-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 # 1880 Frame # 0633

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
01 30 99
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Carson Pirie Scott & Company

Execution Date
Month Day Year
01 26 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name Parisian, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 750 Lakeshore Parkway

Address (line 2) _____

Address (line 3) Birmingham Alabama 35211
City State/Country 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 Alabama

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FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
625.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002039 FRAME: 0539

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

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.

#

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.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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 deposit account are authorized, as indicated herein.

Claire M. Kimball

Claire M. Kimball

2/4/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0951-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

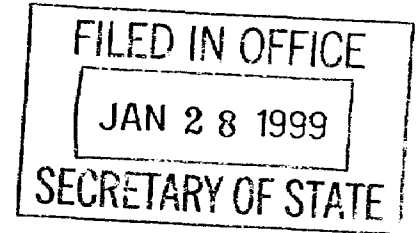
Registration Number(s)

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Execution Copy

**ARTICLES OF MERGER
OF
CARSON PIRIE SCOTT & CO.
(an Illinois corporation)
WITH AND INTO
PARISIAN, INC.
(an Alabama corporation)**



Pursuant to Section 10-2B-11.05 of the Alabama Business Corporation Act (the "ABCA"), Parisian, Inc. hereby delivers the following Articles of Merger for the purpose of merging Carson Pirie Scott & Co., an Illinois corporation ("CPS & Co.") with and into Parisian, Inc., an Alabama corporation ("Parisian").

1. The Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference.

2. CPS & Co. has 100 shares of common stock issued and outstanding and entitled to vote on the Agreement and Plan of Merger. All of such outstanding shares were voted for the Agreement and Plan of Merger which was sufficient for approval of the Agreement and Plan of Merger.

3. Parisian has 100 shares of common stock issued and outstanding and entitled to vote on the Agreement and Plan of Merger. All of such outstanding shares were voted for the Agreement and Plan of Merger which was sufficient for approval of the Agreement and Plan of Merger.

4. The Articles of Incorporation of Parisian are filed in the office of the Judge of Probate of Jefferson County, Alabama.

5. These Articles of Merger and the merger contemplated hereby will become effective at 6:00 p.m. E.S.T. on January 30, 1999.

[Signature on next page]

IN WITNESS WHEREOF, Parisian, Inc. has caused these Articles of Merger to be executed by a duly authorized officer this 26th day of January, 1999.

PARISIAN, INC.

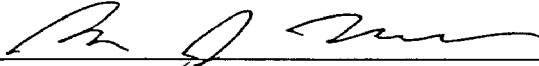
By: 
Name: Brian J. Martin
Title: Exec. V.P.

EXHIBIT A

**AGREEMENT
AND
PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of January 26, 1999 between Parisian, Inc. ("Parisian"), an Alabama corporation, and Carson Pirie Scott & Co. ("CPS & Co." and, together with Parisian, the "Constituent Corporations"), an Illinois corporation and each a wholly owned subsidiary of Saks Incorporated, a Tennessee corporation, sets forth certain agreements in connection with the merger of CPS & Co. with and into Parisian (the "Merger").

WITNESSETH:

WHEREAS, as of the date hereof, CPS & Co. has authorized one hundred (100) shares of Common Stock \$.01 per share (each a share of "CPS & Co. Common Stock").

WHEREAS, as of the date hereof, there are 100 shares of CPS & Co. Common Stock issued and outstanding, all of which are owned by Saks Incorporated.

WHEREAS, the Boards of Directors and the sole shareholders of CPS & Co. and Parisian have approved this Agreement, the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the Merger, the method by which the Merger will be effected, the manner and basis of converting shares of CPS & Co. Common Stock, the manner of determining the effective date of the Merger and such other provisions as are deemed necessary or desirable, the parties hereto do hereby agree as follows:

ARTICLE I

THE MERGER

1.1 Upon the terms and subject to the conditions of this Agreement and in accordance with applicable law, at the Effective Time (as defined below) CPS & Co. shall be merged with and into Parisian and the separate existence of CPS & Co. shall thereupon cease. Parisian shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), and the Surviving Corporation shall be an Alabama corporation and retain the name "Parisian, Inc."

1.2 At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of a public and a private nature of each of the Constituent Corporations; all property, real, personal and

mixed, tangible and intangible and all and every other interest of or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further action. The title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger.

1.3 The location of the principal office of the Surviving Corporation shall be 750 Lakeshore Parkway, Birmingham, Alabama 35211. The name and location of the registered agent of the Surviving Corporation shall be CSC-Lawyers Incorporating Service Incorporated, 57 Adams Avenue, Montgomery, Alabama 36104-4045 (Montgomery County).

1.4 The Merger shall become effective at 6:00 p.m. E.S.T. on January 30, 1999 (the "Effective Time").

ARTICLE II

CERTIFICATE OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.1 The Articles of Incorporation of Parisian in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such Articles of Incorporation.

2.2 The Bylaws of Parisian in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by law, by the Articles of Incorporation of the Surviving Corporation and by such Bylaws.

2.3 The directors of Parisian immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation, and the officers of Parisian immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation, in both cases until their successors shall have been elected and shall qualify or until otherwise provided by law, by the Articles of Incorporation of the Surviving Corporation and by the Bylaws of the Surviving Corporation.

ARTICLE III

CANCELLATION OF SHARES

The issued and outstanding shares of CPS & Co. will be canceled and cease to exist by virtue of the Merger at the Effective Time. The issued and outstanding shares of the Surviving Corporation will remain issued and outstanding and will be unaffected by the Merger.

ARTICLE IV

FURTHER ACTIONS AND AGREEMENTS

If at any time after the Effective Time of the Merger the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Constituent Corporation acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of the Surviving Corporation shall, and hereby are authorized to, execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or to otherwise carry out this Agreement.

ARTICLE V

MISCELLANEOUS

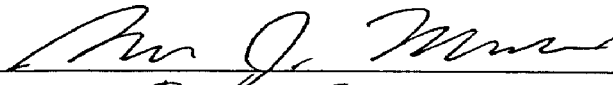
5.1 For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed an original instrument and all of such counterparts shall constitute one document, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

5.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

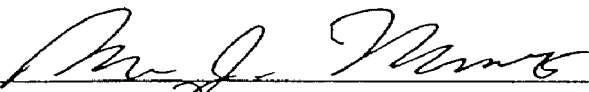
5.3 The parties hereto, by resolution of their respective boards of directors, may amend, modify or supplement this Agreement, or waive the application of any provision hereof, provided that any such amendment, modification, supplement or waiver is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date first above written.

PARISIAN, INC.

By: 
Name: Brian J. Martin
Title: Exec. V.P.

CARSON PIRIE SCOTT & CO.

By: 
Name: Brian J. Martin
Title: Exec. V.P.