

05-15-2000



101355953

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

4/24/00

**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 # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other**
- Effective Date
Month Day Year

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

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** ☐ 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**

FOR OFFICE USE ONLY

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: 002070 FRAME: 0949

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1865831"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Ginabeth B. Hutchison

Name of Person Signing

Ginabeth B. Hutchison

Signature

4/10/00

Date Signed

KM

SAKS & COMPANY



PURCHASE
OF
ALL OF THE ASSETS
OF
BULLOCK & JONES, INC.

SAKS & COMPANY

**PURCHASE
OF AL OF THE ASSETS OF
BULLOCK & JONES, INC.**

INDEX

DEFINITIONS

<u>Buyer</u>	Saks & Company, a New York corporation.
<u>Closing Date</u>	[August 1, 1998], as modified by the Closing Date Side Letter, the date on which the Acquisition closed.
<u>Escrow Agent</u>	GDC, in its capacity as Escrow Agent under the Closing Date Side Letter.
<u>GD&C</u>	Gibson, Dunn & Crutcher LLP, counsel to Buyer.
<u>GP&V</u>	Goodman Phillips & Vineberg, counsel to Seller and the Shareholders.
<u>Seller</u>	Bullock & Jones, Inc., a California corporation
<u>Shareholders</u>	Sidney Goodwill and Eric Goodwill

PURCHASE OF ALL OF THE ASSETS OF BULLOCK & JONES, INC.

ASSET PURCHASE AGREEMENT AND RELATED DOCUMENTS

1. Asset Purchase Agreement, dated June 14, 1998, among Buyer, Seller and the Shareholders (the "Purchase Agreement").
2. Schedules to the Purchase Agreement.
 - Schedule 1.2 Excluded Assets
 - Schedule 1.3 Assumed Obligations
 - Schedule 4.1 Licensed Business Jurisdictions
 - Schedule 4.1(c) Outstanding Stock
 - Schedule 4.2 Business Names
 - Schedule 4.5 Related Party Transactions
 - Schedule 4.6 Certain Matters
 - Schedule 4.7 Other Obligations
 - Schedule 4.8 Inventory Exceptions
 - Schedule 4.9 Accounts Receivable Exceptions
 - Schedule 4.10 Trademarks
 - Schedule 4.11 Trade Secrets
 - Schedule 4.12 Computer Software
 - Schedule 4.13 Contracts
 - Schedule 4.14 Title Exceptions
 - Schedule 4.15 Major Vendors
 - Schedule 4.16 Licenses Held
 - Schedule 4.18 Litigation Exceptions
 - Schedule 4.19 Non-Breach Exceptions
 - Schedule 4.20 Consents Required
 - Schedule 4.21 Conflicts of Interest
 - Schedule 4.22 Encumbrances
 - Schedule 6.3 Required Consents
 - Schedule 6.4 Individuals Not Offered Employment at Closing
3. Exhibits to the Purchase Agreement.
 - Exhibit 3.2(b) Form of Bill of Sale, between Seller and Buyer ("Bill of Sale").
 - Exhibit 3.2(c) Form of Assignment and Assumption Agreement, between Seller and Buyer ("Assignment").
 - Exhibit 7.5 Form of Opinion of GP&V.
 - Exhibit 7.11(a) Form of Consulting Agreement, between Buyer and Sidney Goodwill.
 - Exhibit 7.11(b) Form of Consulting Agreement, between Buyer and Susan Goodwill.

- Exhibit 7.12 Form of Employment Agreement, between Buyer and Eric Goodwill ("Employment Agreement").
 - Exhibit 7.13 Form of Lease, between Sidney Goodwill, as landlord, and Buyer, as Tenant, regarding the land and buildings known as 340 Post Street and 431-437 Sutter Street, San Francisco, California ("Lease").
 - Exhibit 8.3 Form of Opinion of GD&C.
-
- 4. Letter Agreement, dated June 14, 1998, among Buyer, Seller and the Shareholders, relating to the mechanics of the Closing (the "Side Letter").
 - 5. Letter, dated June 14, 1998, from certain officers of Buyer to Seller, regarding Pre-Closing items pursuant to Section 2.3 of the Purchase Agreement.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of the 14th day of July, 1998, by and among Saks & Company, a New York corporation ("Buyer"), Bullock & Jones, Inc., a California corporation ("Seller"), and Sidney Goodwill and Eric Goodwill (each, a "Shareholder" and, collectively, the "Shareholders").

RECITALS

A. Seller is engaged in the sale of men's and women's apparel in a retail store located at 340 Post Street, San Francisco, California and through mail order catalogs (the "Business").

B. The Shareholders own 100% of the outstanding capital stock of Seller.

C. Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of the assets, properties and rights of Seller described herein (the "Acquisition"), all under the terms and conditions and for the consideration herein set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements, representations and warranties contained herein, the parties hereto agree as follows:

ARTICLE I

ASSETS AND LIABILITIES

1.1 Acquired Assets. Subject to the terms and the conditions set forth in this Agreement, Seller agrees to sell and deliver to Buyer and Buyer agrees to purchase and accept from Seller all of the assets and properties of every kind owned by or otherwise assignable by Seller that are used in the conduct of the Business (such assets and properties are collectively referred to hereinafter as the "Acquired Assets"), including, without limitation, the following Acquired Assets certain of which are described in more detail in the "Seller's Schedules" attached hereto to the extent the same are owned by Seller or are otherwise assignable by Seller:

(a) All inventories owned by Seller as of the Closing Date, including all stationery, forms, labels, office supplies, and advertising and promotional materials;

(b) All accounts and notes receivable owned by Seller (other than amounts due to the Shareholders) as of the Closing Date;

(c) All of Seller's right, title and interest in and to all trade names (including the right to use Seller's name), trademarks and trademark applications, service marks and service mark applications, patent and patent applications, copyrights and copyright applications (in any such case, whether registered or to be registered in the United States of America or elsewhere) applied for, issued to or owned by Seller, all intangible assets of Seller, and all processes, inventions, trade secrets, engineering or technical drawings, data and designs, formulas, and past and present

customer lists and customer databases owned by Seller or which Seller has the right to use, and all goodwill and other intangibles;

(d) All computer equipment and computer software, including source code, whether completed or under development, and software licenses owned or held by Seller or which Seller has the right to use;

(e) All furniture, equipment, leasehold improvements, telephone systems and office supplies owned by Seller or which Seller has the right to use;

(f) All of Seller's right, title and interest in and to each lease (capital and operating), license, contract, vendor agreement, distribution right, "800" telephone number, right to advertising space and listing in the "Yellow Pages" and other directories, purchase or sales order or commitment, whether written or oral;

(g) All prepaid expenses, deposits and similar items of Seller as of the Closing Date;

(h) All books, records, databases, accounts, correspondence, environmental control records and other information relating to the Acquired Assets or the Business;

(i) All rights and claims against third parties, including without limitation all rights under express or implied warranties from suppliers to Seller or Seller's customers;

(j) All licenses, permits and governmental authorizations relating to the Acquired Assets or the operation of the Business;

(k) All leases of real property and other interests in real property owned by Seller; and

(l) All other assets and properties of Seller, whether tangible or intangible, real or personal.

1.2 Excluded Assets. Notwithstanding anything contained in Section 1.1 hereof to the contrary, Seller is not selling, and Buyer is not purchasing, any of the following assets owned by Seller, all of which shall be retained by Seller (such assets are hereinafter referred to collectively as the "Excluded Assets"):

(a) The assets listed in the Excluded Assets Schedule attached as Schedule 1.2 hereto;

(b) Seller's accounting books and records, minute books, seals, stock record books, stock certificates and other similar corporate documents that are not necessary for Buyer to operate the Business, provided that where there is a legitimate purpose for Buyer to have copies thereof, upon request Buyer may have copies thereof;

(c) Any cash and cash equivalents, including without limitation, commercial paper, certificates of deposit and other bank deposits, treasury bills, marketable securities, rights to tax refunds and amounts due from the Shareholders; and

(d) The rights which accrue or will accrue to Seller under this Agreement.

1.3 Assumed Obligations. Buyer hereby assumes and shall hereafter pay or perform, to the extent not paid or performed at the Closing Date (collectively, the "Assumed Obligations"), only those trade accounts payable, accrued expenses, bank loans, leases, contracts and other obligations of Seller which are (a) reflected in the audited balance sheet (including the notes thereto) of Seller at January 3, 1998 (the "January Balance Sheet"); (b) current liabilities, including without limitation, accounts payable, accrued liabilities and bank loans that have been incurred by Seller in the ordinary course of business subsequent to January 3, 1998 and are reflected in the audited balance sheet of Seller prepared as of August 1, 1998 (the "Closing Balance Sheet"); (c) purchase orders incurred by Seller in the ordinary course of the Business; (d) obligations to customers for returns, alterations and similar matters; or (e) specifically identified in this Agreement or a Schedule hereto or listed in the Assumed Obligations Schedule attached as Schedule 1.3 hereto (the "Assumed Obligations Schedule"), and Buyer hereby agrees to indemnify Seller and hold it harmless with respect to the Assumed Obligations. Notwithstanding anything to the contrary, except to the extent included within clauses (c), (d) and (e) of this Section 1.3, the Assumed Obligations do not include, Buyer does not assume, and Seller and the Shareholders hereby agree to indemnify Buyer and hold it harmless from, any liabilities or obligations with respect to:

(i) claims for personal injury or damages that arose from or relate to acts or omissions that took place, or allegedly took place (unless it is determined that such acts or omissions took place subsequent to the Closing), prior to the Closing, including, without limitation, claims based on negligence, breach of implied or express warranty or strict liability;

(ii) (A) any claims by, or liabilities or obligations of Seller to, any of its employees, independent contractors, consultants or other service providers, or (B) any claims, liabilities or obligations of Seller under any employment agreement, collective bargaining agreement (including, without limitation, that certain agreement between Seller and the Union of Needletrades, Industrial and Textile Employees, AFL-CIO), or any employment practices (express or implied), in either case which arose, or arose from or relate to any acts or omissions that took place or allegedly took place (unless it is determined that such acts or omissions took place subsequent to the Closing), prior to the Closing;

(iii) any liabilities or obligations to any of the Shareholders in any capacity, including without limitation as lessor; and

(iv) any tax obligations of any nature (including without limitation sales and use, business, income, franchise, occupation and withholding taxes) of Seller or any of the Shareholders for any period ending before, on or after the Closing Date.

1.4 No Other Debts, Obligations or Liabilities Assumed. EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 1.3 HEREOF, BUYER DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF THE DEBTS, OBLIGATIONS OR LIABILITIES OF SELLER OR ANY SHAREHOLDER OF ANY NATURE WHATSOEVER.

Schedule 4.10

TRADEMARKS

	Names	Country	Registration Date	Renewal Date
1.	Bullock & Jones	United States	Dec. 6, 1994	Dec. 6, 2000
2.	Bullock & Jones	Hong Kong	Aug. 17, 1990	Aug. 17, 2011
3.	Bullock & Jones	Japan	Mar. 13, 1993	Mar. 13, 2003
4.	Bullock & Jones	Korea (Class 45)	Mar. 3, 1992	Mar. 2, 2002
5.	Bullock & Jones	Korea (Class 27)	Mar. 31, 1992	Mar. 30, 2002
6.	Bullock & Jones	Taiwan (Class 8)	Dec. 16, 1991	Dec. 15, 2001
7.	Bullock & Jones	Taiwan (Class 40)	May 1, 1991	Apr. 30, 2001

TRADEMARK