

11-13-2000

Commissioner of Patents

Washington, D.C. 20231

FORM PTO-1618A



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

101512840

Patent and Trademark Office

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

1. Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

10-10-00

2. Name of Conveying Party(ies):

MERCANTILE STORES COMPANY, INC.



- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other: _____

Additional Name(s) of conveying attached? Yes No

3. Name and Address of Receiving Party(ies):

Name: DILLARD'S, INC.

Street Address: 1600 CANTRELL ROAD

City: LITTLE ROCK

State: ARKANSAS Zip: 72203-0486

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other: _____

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)
Additional name(s) & address(es) attached? Yes No

4. Nature of conveyance:

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

Execution Date: AUGUST 13, 1998

5. Application number(s) or registration number(s):

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

535,774; 1,837,927; and 1,466,640

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON, PRICE, HOLMAN & STERN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 1496/T-30788US0

7. Number of applications and registrations involved: 3

8. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to account 06-1358

DO NOT USE THIS SPACE

10. 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.

Simor L. Moskowitz
Name of Person Signing

Signature

October 10, 2000
Date

Total number of pages excluding cover sheet: 4

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made by and between MERCANTILE STORES COMPANY, INC., a Delaware corporation, whose principal place of business is 9450 Seward Road, Fairfield, Ohio 45014, (hereinafter referred to as "Assignor"), and DILLARD'S, INC., a Delaware corporation, whose principal place of business is 1600 Cantrell Road, P.O. Box 486, Little Rock, Arkansas 72203-0486, (hereinafter referred to as "Assignee").

WHEREAS, Mercantile Stores Company, Inc. is the owner of the trademarks, and the United States registrations and applications therefor, all as identified in the attached Schedule A (hereinafter referred to as the "ASSIGNED MARKS"); and

WHEREAS, on or about Aug. 13, 1998, the Assignor did assign to Assignee the ASSIGNED TRADEMARKS including the federal registration therefor, and the goodwill of the business pertaining thereto but no formal assignment document in a form recordable in the Patent and Trademark Office was executed; and

WHEREAS, the parties hereby desire to reconfirm the prior assignment of the ASSIGNED TRADEMARKS, the federal registration therefor, and goodwill of Assignor associated therewith in order to record the change of the ownership in the Assignment Division of the Patent and Trademark Office and place formal title in the name of Assignee.

NOW, THEREFORE, for good and valuable consideration, previously paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, nunc pro tunc, as of Aug. 13, 1998, all right, title and interest in and to the ASSIGNED TRADEMARKS and the above-identified registration therefor, together with the whole of the goodwill of the business symbolized by the ASSIGNED TRADEMARKS, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same

[U.S./foreign]

would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of the ASSIGNED TRADEMARKS and with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

IN TESTIMONY THEREOF, said Assignor has caused its name to be signed and its seal to be affixed, by its duly authorized officer, this 23rd day of August 2000.

[SEAL] Corporate Seal

MERCANTILE STORES COMPANY, INC.

By: [Signature]
Title: Vice President

STATE OF Arkansas)
~~DELAWARE~~)
COUNTY OF Pulaski) ss.

Subscribed and sworn to before me this 23 day of August, 2000.

Dana Smith
Notary Public

[SEAL] DANA SMITH
COM. EX.
NOTARY
PUBLIC
PULASKI COUNTY, AR
9-15-2000

SCHEDULE A
United States Service Marks and Trademarks

MARK	REG. NO.	DATE
MR. BINGLE	535,774	1/2/51
MR. BINGLE MAISON BLANCHE	1,837,927	5/31/94
MR. BINGLE'S KIDS CLUB	1,466,640	11/24/87

[U.S./foreign]

3

RECORDED: 10/10/2000

TRADEMARK
REEL: 002172 FRAME: 0240