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

01-19-2001

U.S. Patent & TMO/TM Mail Rept Dt. #20

1. Name of conveying party(ies):
Lands' End, Inc.

2. Name and address of receiving party(ies):
Name: Lands' End Direct Merchants, Inc.

Internal Address:
Street Address: 820 W. 78th Street
City: Richfield State: MN ZIP: 55423

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

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

Additional name(s) of conveying party(ies)
attached? Yes No

If assignee is not domiciled in the United States
a domestic representative designation is attached:
 Yes No

(Designation must be a separate document from
Assignment)

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 26, 1998 Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/737,348
75/737,347

Additional numbers attached? Yes No

5. Name and address of party to whom
correspondence concerning document
should be mailed:

Name: Michael A. Bondi
Internal Address: 4800 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2100
Street Address: 4800 IDS Center
80 South Eighth Street
City: Minneapolis State: MN 55402-2100

6. Total number of applications and registrations
involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if
paying by deposit account)

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9. 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.

Name of Person Signing:

Michael Bondi

Michael A. Bondi

1/16/01

Date

Total number of pages comprising cover sheet: 02

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

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Mail documents to be recorded with required cover sheet information to:

**Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513**

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01-19-2001

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #26

TRADEMARK ASSIGNMENT

WHEREAS, LANDS' END, INC., hereinafter referred to as "Assignor," a corporation organized and existing under the laws of the State of Delaware, United States of America, located at 1 Lands' End Lane, Dodgeville, Wisconsin 53595, is the owner of the trademark applications listed in Schedule A attached hereto; and

WHEREAS, LANDS' END DIRECT MERCHANTS, INC., hereinafter referred to as "Assignee," a corporation organized and existing under the laws of the State of Delaware, United States of America, having an office at 820 West 78th Street, Richfield, Minnesota 55423, is desirous of acquiring the entire right, title and interest in, to and under the trademarks listed in Schedule A hereto, and the goodwill of the business appertaining to the said trademarks.

NOW, THEREFORE, be it known that for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred and by these presents does sell, assign, and transfer to ASSIGNEE, its successors and assigns forever, the entire right, title and interest in, to and under the trademarks and registrations thereof and applications therefor listed on Schedule A hereto; and all agreements relating thereto, effective from September 26, 1998, and all actions or rights of action, both at law and in equity relating to the said trademarks, the same to held and enjoyed by ASSIGNEE, its successors and assigns forever as fully and entirely as the same could have been held and enjoyed by the ASSIGNOR if this assignment had not been made. ASSIGNEE hereby accepts this sale, assignment and transfer of said trademarks.

LANDS' END, INC.

Assignor

By: Stephen A. Brun

Title: Exec. VP & CFO

LANDS' END DIRECT MERCHANTS, INC.

Assignee

By: Kevin Jones

Title: PRESIDENT

TRADEMARK
REEL: 002230 FRAME: 0610

Schedule A

Trademark Assignment Schedule

| <u>Mark</u> | <u>Serial No.</u> | <u>Goods/Services</u> |
|--|-------------------|--|
| LANDS' END DIRECT MERCHANTS WWW.LANSEND.COM | 75/737,348 | On-line retail store services and mail order catalog services featuring clothing, sporting goods, luggage, home textiles, accessories, and other consumer goods |
| LANDS' END DIRECT MERCHANTS | 75/737,347 | On-line retail store services and mail order catalog services featuring clothing, sporting goods, luggage, home textiles, accessories, and other consumer goods |