

10-30-2001



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To the Assistant Commissioner for Trad

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nents or copy thereof.

10-19-2001

1. Name of conveying party(ies):

Kohl's Department Stores, Inc.

2. Name and address of receiving part

Name: Kohl's Illinois, Inc.

U.S. Patent & TMO/TM Mail Rcpt Dt. # 76

- Individual(s)
- General Partnership
- Corporation - of Delaware
- Other _____
- Association
- Limited liability company

Street Address: New York Square
4340 Fox Valley Center Drive
 City Aurora State Illinois Zip 60504

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

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

3. Nature of Conveyance:

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

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

Execution Date: November 3, 1996

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

A. Trademark Application No.(s)

B. Registration No.(s)

1. Ser. No.: 75/164,605 - Filing Date: September 12, 1996
MOMENTS INTIMATES
 (now Reg. No. 2,063,512)

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

Name: Norman H. Zivin

Internal Address: Cooper & Dunham LLP

Street Address: 1185 Avenue of the Americas
23rd Floor

City: New York State: New York ZIP: 10036

6. Total number of applications involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3125
 (Attach 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.

Norman H. Zivin
 Name of Person Signing

Signature

October 16, 2001
 Date

Total Number of pages including cover sheet: 12

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01 FC:481

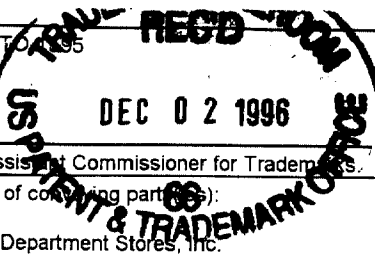
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 Washington, D.C. 20231

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12-13-1996

1,575,482



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To the Assistant Commissioner for Trademarks

1. Name of conveying party(ies):

Kohl's Department Stores, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other
- Association
- Limited liability company

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

3. Nature of Conveyance:

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Name(s) of receiving party(ies):

Name: Kohl's Illinois, Inc.

Street Address: New York Square, 4340 Fox Valley Center Drive

City Aurora State Illinois Zip 60504

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- Association
- General Partnership
- Limited Partnership
- Corporation - State Nevada
- Other

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)

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

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

A. Trademark Application No.(s)
See Annexed Exhibit A

B. Registration No.(s)
See Annexed Exhibit A

Additional numbers attached? Yes No

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Name: Norman H. Zivin
Internal Address: Cooper & Dunham LLP

Street Address: 1185 Avenue of the Americas

23rd Floor

City: New York State: New York ZIP: 10036

6. Total number of applications involved: 64

7. Total fee (37 CFR 3.41): \$ 1,615.00

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8. Deposit account number:

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Norman H. Zivin
Name of Person Signing

[Signature]
Signature

11-27-96
Date

Total Number of pages including cover sheet: 12

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12-2-96

Kohl's Department Stores, Inc.

U.S. Trademark/Service Mark Applications

<u>Mark</u>	<u>Goods/Services</u>	<u>Serial No.</u>	<u>Filing Date</u>
BABY SONOMA	Infant apparel	74/614,335	12/22/94 ✓
BIG JUMP	Toddler apparel	75/731,535	09/20/95 ✓
BODY SOURCE	Bath and body products; candles	74/591,110	10/27/94 ✓
EVERYDAY COMFORT	Women's shoes	74/669,445	05/03/95 ✓
FACEBASICS	Lotions, cremes and moisturizers	Not yet assigned, recently filed	
FAIRWAY SPORT	Apparel	Now 75/186,967, filed Oct. 24, 1996 ✓ 74/297,735	07/27/92 ✓
GENUINE SONOMA JEAN COMPANY & Design	Home fragrances, potpourri, personal fragrance and bath and body products	74/047,398	01/23/96
IMAGES	Picture frames	74/459,927	11/18/93 ✓
JUST 4 YOU	Girl's apparel	74/721,212	08/28/95 ✓
KIDS AT PLAY	Bed covers, table cloths, textile towels, placemats and napkins	74/693,089	06/26/95 ✓
KIDS AT PLAY	Decorative pillows, window shades, window treatments and draperies	74/706,050	07/25/95 ✓
KOHL'S (Block)	Retail department store services	75/110,415	05/28/96 ✓

M SPORT	Men's, women's and children's athletic footwear and casual socks	74/528,803	05/24/94 ✓
M SPORT	Men's, women's and children's clothing	74/594,045	11/02/94 ✓
M SPORT & Design	Men's, women's and children's athletic apparel, fleece, socks, and shoes	74/735,420	09/26/95 ✓
M SPORT PLUS	Men's, women's and children's clothing	74/594,046	11/02/94 ✓
MOBILITY Design	Footwear, namely, athletic shoes	74/492,658	02/22/94 ✓
MOMENTS INTIMATES	Sleepwear, loungewear and intimate apparel	74/164,605 75	09/12/96 ✓
NO RESTRICTIONS	Women's apparel and shoes	74/669,444	05/31/95 ✓
RAVINE BAYE	Boys woven and knit tops, Turtlenecks and knit shorts	75/164,606	09/12/96 ✓
REQUIREMENTS	Men's apparel, namely pajamas and robes	74/644,337	03/10/95 ✓
REQUIREMENTS	Handbags, wallets, key cases, billfolds and cosmetic bags	74/727,294	09/11/95 ✓
REQUIREMENTS	Men's jewelry	75/069,116	03/07/96 ✓
SECOND STEP	Infant apparel	74/731,536	09/20/95 ✓

SONOMA GENUINE HOME
GOODS

Pillows, wicker baskets and
furniture, tableware, table and
bed covers, towels, rugs, bedding,
sheets, window coverings

74/705, 627

07/25/95 ✓

THAT'S MORE LIKE IT Retail department store services
(tag line slogan)

Not yet assigned, recently filed
Now 75/184,726, filed Oct. 21, 1996 ✓

Kohl's Department Stores, Inc.

Wisconsin State Trademark/Service Mark Registrations

<u>Mark</u>	<u>Goods</u>	<u>Reg. Date</u>
BERKLEY	Men's/boy's apparel	07/03/84
CHESTERFIELD	Men's/boy's apparel	07/03/84
KOHL'S (stylized)	Apparel and department store products	01/28/87
KOHL'S DEPARTMENT STORES, INC.		09/25/85
WAKEFIELD	Men's/boy's apparel	07/03/84

Kohl's Department Stores, Inc.

U.S. Trademark/Service Mark Registrations

<u>Mark</u>	<u>Goods/Services</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BAY AREA TRADERS	Men's/women's apparel	1,284,410	07/03/84 ✓
BUCKINGHAM	Men's apparel	1,729,531	11/03/92 ✓
BUCKINGHAM SPORT	Men's and boy's sportswear	1,731,258	11/10/92 ✓
CROFT & BARROW	Women's apparel	1,743,294	12/29/98 ✓
CROFT & BARROW	Leather goods	1,777,882	05/22/93 ✓
CROFT & BARROW	Men's apparel	1,807,670	11/30/93 ✓
CROFT & BARROW	Men's/women's shoes	1,947,497	01/09/96 ✓
FIRST MOMENTS	Infant apparel; furniture; bed linen	1,891,108	04/25/95 ✓
GENUINE SONOMA JEAN COMPANY & Design	Men's, women's and children's apparel, shoes, belts, wallets, hats and accessories	1,950,714	01/23/96 ✓
GET ATTENTION	Shoes	1,782,788	07/20/93 ✓
HOME CLASSICS	Bed accessories, linens and bath rugs	1,720,302	09/29/92 ✓
KEEP 'EM HAPPY	Boys sportswear sleepwear, hosiery and socks	1,773,701	05/25/93 ✓

EXHIBIT A

TRADEMARK

REEL: 002391 FRAME: 0137

KIDS AT PLAY	Childrens' furniture	1,990,478	07/30/96 ✓
KOHL'S (Stylized)	Retail department store services	1,211,026	09/28/82 ✓
KOHL'S	Foods/grocery products	1,773,989	06/01/93 ✓
KOHL'S	Grocery store services	1,772,009	05/18/93 ✓
LAUREL GROVE	Bath/body products	1,719,768	09/29/92 ✓
LOGICAL	Luggage, tote bags and sport bags	1,828,883	03/29/94 ✓
LOGICAL SPORT	Luggage, tote bags and sport bags	1,828,882	03/29/94 ✓
MELANIE McQUADE	Women's apparel and swimwear	1,419,301	12/02/88 ✓
MELANIE McQUADE MATERNITY	Women's apparel and swimwear	1,682,419	04/07/92 ✓
MOBILITY	Women's apparel and shoes	1,669,535	12/24/91 ✓
MOBILITY SPORT	Women's apparel and shoes	1,676,847	02/25/92 ✓
MOMENTS	Women's apparel, intimate apparel	1,401,282	07/15/86 ✓
PALETTES	Children's clothing, girls, toddlers and childrer's shoes	1,954,550	02/06/96 ✓
PK ELLIOT	Women's apparel	1,857,747	10/11/94 ✓
PICTURE PERFECT	Picture frames	1,941,555	12/12/95 ✓
ST. NICHOLAS SQUARE	Retail store services	1,690,921	05/02/92 ✓
ST. NICHOLAS SQUARE	Holiday gourmet foods	1,759,213	03/16/93 ✓

ST. NICHOLAS SQUARE	Gift wrapping paper	1,853,049	09/06/94 ✓
ST. NICHOLAS SQUARE	Various items in classes 8, 20, 21, 24, 28	1,870,206	12/27/94 ✓
ST. NICHOLAS SQUARE	Various items in classes 15, 20, 21, 28	1,849,806	08/04/94 ✓
SELECTIONS	Shoes	1,882,272	03/07/95 ✓
SONOMA JEAN COMPANY	Men's, women's and children's Sportswear	1,893,669	05/09/95 ✓
STUDIO IV	Feminine apparel	1,751,952	02/09/93 ✓
TRELLIS	Bath and body products	1,746,721	01/19/93 ✓
TUSCANY	Ceramic dinnerware	1,906,572	07/18/95 ✓
WINTER BAY	Cotton flannel bed sheets	1,762,094	03/30/93 ✓

ASSIGNMENT

THIS ASSIGNMENT is made this 3rd day of November, 1996, from KOHL'S DEPARTMENT STORES, INC. ("KDS"), a Delaware corporation, to KOHL'S ILLINOIS, INC., ("KIN"), a Nevada corporation.

WHEREAS, KDS is the owner of all right, title and interest in and to the trademarks, trade names and service marks and other intellectual property rights (collectively the "Trademarks") identified in Exhibit A, attached hereto and incorporated herein, and certain contract rights between KDS's predecessor in interest and Kohl's Food Stores, Inc. pursuant to a Trademark License Agreement dated September 30, 1983;

WHEREAS, KIN desires to acquire the Trademarks, together with the registrations and applications for registration therefore, and the goodwill of the business associated therewith, and any and all contract rights related thereto;

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1**CONVEYANCE**

KDS hereby grants, transfers, assigns and conveys to KIN, and its successors and assigns, all of KDS' right, title and interest in and to the Trademarks, together with the registrations and applications for registration therefore, the goodwill of the business associated therewith, and the right to sue for past infringement thereof as of November 3, 1996, and KIN hereby accepts such Trademarks as of such date.

SECTION 2

ASSUMPTION OF LIABILITIES

As consideration for the grant, transfer, assignment, conveyance, and delivery made hereunder and for any transfers, assignments, conveyances, and deliveries to be made by KDS to KIN pursuant hereto KIN hereby assumes and agrees to perform and fully discharge all of the Liabilities, as defined hereinafter.

"Liabilities" means, with respect to the Trademarks being transferred pursuant to this Agreement, all of KDS's liabilities, duties and obligations of every kind, character and description, disclosed to KIN by KDS, whether accrued or contingent.

KIN hereby agrees to indemnify, defend and hold harmless KDS, its successors and assigns, of and from any and all costs, liabilities and expense, including court costs and attorneys' fees, arising from or connected with the Liabilities hereby assumed.

SECTION 3

SALES TAXES AND RECORDING FEES

The parties agree that KIN shall pay all taxes arising out of the transfers, assignments, conveyances, and deliveries to be made hereunder, and shall pay all documentary, filing and recording fees required in connection therewith.

SECTION 4

FURTHER ASSURANCES

From time to time after the date hereof, and without any further consideration, KDS shall execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as KIN may reasonably request in order more effectively to vest in

KIN beneficial and record title to the Trademarks to be conveyed and assigned hereunder or intended so to be and to put KIN in actual possession and operating control of such Trademarks. After the date hereof, KDS agrees to use its best efforts to obtain, without additional cost to KIN any and all consents and approvals that may be necessary to vest or confirm title to all the Trademarks in KIN.

SECTION 5

ACKNOWLEDGEMENT OF CONTRIBUTION

KIN hereby acknowledges that the Trademarks are being transferred to KIN pursuant to Section 351 of the Internal Revenue Code. In consideration of the Trademarks transferred pursuant to Section 351, KIN shall issue KDS shares of KIN's common stock as provided in the Conveyance Agreement.

SECTION 6

GENERAL

6.1 Effective Time. Regardless of when executed, this Assignment shall be effective for all purposes as of 12:01 a.m. central standard time, on November 3, 1996.

6.2 Headings. All section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.

6.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.


6.5 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties
hereto as of the date first above written.

KOHL'S DEPARTMENT STORES, INC.

By: 
Chief Operating Officer

KOHL'S ILLINOIS, INC.

By: 
Vice President