

02-15-2002

Docket No.:

7153.7



101984072



Tab settings → → →

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

1. Name of conveying party(ies):

The May Department Stores Company 2-8-02

- Individual(s)
- General Partnership
- Corporation-State New York
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 19, 2001

2. Name and address of receiving party(ies):

Name: Intellectual Reserve, Inc.

Internal Address: 50 East North Temple

Street Address: same as above

City: Salt Lake City State: UT ZIP: 84150

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Nonprofit Corporation - State of Utah

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,187,107

Additional numbers  Yes  No

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

Name: Dale E. Hulse

Internal Address: KIRTON & McCONKIE

1800 Eagle Gate Tower

60 East South Temple Street

Street Address: same as above

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:.....

**1**

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

- Enclosed Please charge any deficiency to the Deposit Account.
- Authorized to be charged to deposit account

8. Deposit account number:

500843

~~02/14/2002 0000217 218/107~~

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

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.

Dale E. Hulse

Name of Person Signing

Signature

January 10, 2002

Date

Total number of pages including cover sheet, attachments, and

**13**

TRADEMARK

## ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is entered into by and among THE MAY DEPARTMENT STORES COMPANY, a New York corporation ("May NY"), THE MAY DEPARTMENT STORES COMPANY, a Delaware corporation ("May"), ZCMI RESERVE TRUST, an irrevocable charitable trust organized under the laws of the State of Utah ("ZRT"), and INTELLECTUAL RESERVE, INC., a nonprofit corporation organized under the laws of the State of Utah ("IRI"), as of April 21, 2001.

WHEREAS, as of April 21, 2001, May NY, located and doing business at 611 Olive Street, St. Louis, Missouri 63101 and a subsidiary of May,

- is the present owner of the "ZCMI" trademark, service mark, and trade name, as well as U.S. Service Mark Registration No. 2,187,107 for the mark "ZCMI" which issued on September 8, 1998 (collectively the "ZCMI Name"),
- is the present owner of the internet domain names "www.zcmi.com" and "www.zcmiweddings.com" (the "Domain Names"),
- is the present owner of the "Zions Co-operative Mercantile Institution" trademark, service mark, and trade name (collectively the "Zions Co-operative Mercantile Institution Name"), and
- has used and is using the ZCMI Name, the Domain Names and the Zions Co-operative Mercantile Institution Name (collectively, the "Marks") in interstate commerce in the United States;

WHEREAS, Zions Co-operative Mercantile Institution, a Utah corporation ("ZCMI") has merged into May NY, and May NY is therefore the successor in interest to all right, title and interest which ZCMI had to the Marks;

WHEREAS, ZRT, located and doing business at 50 East South Temple, Salt Lake City, Utah 84111, and May, located and doing business at 611 Olive Street, St. Louis, Missouri 63101, entered into that certain Amended and Restated Shareowner Agreement as of the 14<sup>th</sup> day of October, 1999 (the "Shareowner Agreement");

WHEREAS, pursuant to Section 8 of the Shareowner Agreement, May is to select a date to be the termination date under the Shareowner Agreement (the "Termination Date"), and Section 8 describes the previously agreed upon rights and obligations of May and ZRT before and after the Termination Date;

WHEREAS, May desires by this Assignment and Agreement to select April 21, 2001 as the Termination Date;

WHEREAS, pursuant to Section 8 of the Shareowner Agreement, forthwith after the Termination Date, May is to convey and transfer all right, title, and interest that May or any of its subsidiaries may have in or to the ZCMI trademark or trade name to ZRT on certain conditions, and May desires now to fulfill this obligation;

WHEREAS, May is also willing at this time to convey and transfer all right, title and interest it has in and to the Marks to ZRT or ZRT's designee, subject to the terms of this Assignment and Agreement;

WHEREAS, ZRT hereby designates IRI, located and doing business at 50 East North Temple, Salt Lake City, Utah 84150, as the entity to receive all right, title and interest in and to all of the Marks from May NY, and May, May NY, ZRT and IRI agree with such designation;

WHEREAS, ZRT and IRI desire to memorialize the intent of May and May NY with regard to certain memorabilia; and

WHEREAS, May, May NY, ZRT and IRI desire to amend the Shareowner Agreement as provided herein;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged;

1. May hereby selects April 21, 2001 as the Termination Date.
2. May NY hereby
  - (i) assigns, effective April 21, 2001 unto IRI, its successors and assigns, all of May NY's right, title and interest in and to the Marks, together with the goodwill symbolized by and associated with the Marks, any registration(s) of the Marks including but not limited to U.S. Service Mark Registration No. 2,187,107, and all rights and remedies for any infringement of the Marks;
  - (ii) assigns to IRI, its successors and assigns, all rights arising out of May's and May NY's use of the Marks prior to the date of this Assignment and Agreement, with the understanding that May and May NY will have no further right or license whatsoever to use the Marks after the Termination Date, except for the limited rights set forth in this Assignment and Agreement;
  - (iii) agrees to transfer to IRI all files in May's or May NY's possession or control relating to:
    - (a) the prosecution of trademark/service mark applications for the Marks,
    - (b) the procurement of trademark/service mark registrations for the Marks,
    - (c) litigation involving the Marks, or
    - (d) the defense or enforcement of the Marks;
  - (iv) agrees to cooperate fully in executing all necessary documentation or in taking whatever action may be necessary to vest all of May NY's right, title and interest in and to the Marks in IRI; and
  - (v) authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of the Marks to IRI as the owner of the entire interest, for the sole use and benefit of IRI, its successors, assigns, and legal representatives,

all on the condition that

- (a) IRI shall not hereafter use the Marks for or in connection with any business activity except as expressly provided in this Assignment and Agreement;
- (b) IRI shall not hereafter license or otherwise authorize any other person or entity to use the Marks for or in connection with any business activity inconsistent with IRI's rights under this Assignment and Agreement;
- (c) IRI shall take all actions necessary to enforce its intellectual property rights in the Marks; and
- (d) IRI shall not sell, transfer, assign or otherwise convey the Marks or any rights to use the Marks to any other person or entity unless that person or entity agrees to these conditions as fully as if that person or entity were IRI; and

provided, that nothing in this Assignment and Agreement shall require that May, May NY, ZRT or IRI alter, change, or at any time discontinue the use of the mark "ZCMI" as it was on the date of the Shareowner Agreement being used on the front of the facade of the west entrance to the Salt Lake City Downtown Store (as defined in the Shareowner Agreement), May and May NY acknowledging that IRI and its affiliates own the above-referenced facade, and May, May NY, IRI, and ZRT further acknowledging and agreeing that all usage of the Marks on the facade of the west entrance to the Salt Lake City Downtown Store, which store is part of the ZCMI Center Mall, shall be usage by IRI and not May or May NY, and all such usage shall enure to the benefit of IRI; and

further provided, that IRI or its licensees or affiliates shall always have the right to use the Marks in connection with the shopping mall or center of which the Salt Lake City Downtown Store is a part (the ZCMI Center Mall), and all of the business activities therein and, as long as IRI in its sole discretion so desires, May and May NY will act to maintain the name of the mall as the "ZCMI Center Mall" or some variation thereof containing the term "ZCMI" or the composite term "Zions Co-operative Mercantile Institution".

3. In addition to the other uses provided for in this Assignment and Agreement, ZRT or IRI or their licensees or affiliates may use the Marks in any significantly religious business activity any of them conducts; provided that:

- (i) such business activity shall not be operated in any mall in which May or May NY currently operates any retail stores;
  - (ii) such business activity shall not include use of the Marks in connection with the sale of the following clothing items: suits, suit coats, dress pants, overcoats, ties, shoes, socks, and belts, provided however, that the Marks may always be used in connection with the sale of any clothing that has religious significance to members of the Church of Jesus Christ of Latter-day Saints, such as, for example, any items of temple clothing or baptismal clothing;
  - (iii) less than one-third of the annual revenues of such business activity represent sales of clothing; and
  - (iv) in order to avoid confusion in the marketplace, such business activity shall make it clear in a commercially reasonable way that it is not associated with the department store business previously operated by ZCMI, May or May NY or operated at the time by May or May NY.
4. This Assignment and Agreement is binding on each of May, May NY, ZRT and IRI, and their respective successors, assigns and legal representatives.
5. IRI gives May NY the limited nonexclusive right to use each of the Domain Names in connection with May NY's business through December 31, 2001, provided that:
  - (i) May NY shall only use the Domain Names as a tool to redirect internet users to May NY's own website, which website shall only employ names other than and not confusingly similar with the Domain Names;
  - (ii) May NY shall construct an informational internet web page such that, when an internet user enters one of the Domain Names any time prior to and including December 31, 2001, that internet user will be directed to such informational internet web page which shall include a notice substantially similar to the following notice:

"We are pleased to announce that ZCMI stores began operating under the Meier & Frank name effective April 18, 2001. The stores have been operated by Meier & Frank since they joined The May Department Stores Company, parent company of Meier & Frank, in 1999. All of ZCMI's former online services and information are now available at MeierAndFrank.com."; and
  - (iii) after December 31, 2001, the limited nonexclusive right granted to May NY under this Section 5 shall automatically terminate and revert back to IRI, and May NY shall thereafter have no further rights in the Domain Names and shall thereafter discontinue any further use of the Domain Names.
6. IRI gives May NY the limited right through June 30, 2002 only to dispose of the inventory presently in May NY's possession consisting of approximately 12,000 suits and sport coats bearing the name "ZCMI". May NY expressly agrees not to order after April 21, 2001 any additional suits, sportcoats or other products with the name "ZCMI" or similar name. Such limited right granted to May NY shall automatically terminate after June 30, 2002, at which time:
  - (i) May NY shall destroy any of the then remaining referenced inventory or remove, obliterate, cover or otherwise eliminate the name "ZCMI" therefrom; and
  - (ii) the limited right granted to May NY under this Section 6 shall revert back to IRI, and May NY shall thereafter have no further right to dispose of the referenced inventory and shall thereafter discontinue any further use of the name "ZCMI".
7. (i) May and May NY have previously donated to IRI certain memorabilia without restrictions, and intend to donate, and to convey all right, title and interest in certain additional memorabilia, more particularly described in Exhibit "B" hereto, to IRI without restrictions (the "Unrestricted Donations").

- (ii) May and May NY intend to donate, and to convey all right, title and interest in certain additional memorabilia, more particularly described in Exhibit "A" hereto, to IRI subject to certain restrictions (the "Restricted Donations").
- (iii) With respect to all prior donations, if any intellectual property rights such as copyright apply to such memorabilia, May and May NY hereby confirm that they also donated all intellectual property rights and conveyed all right, title and interest including the copyright to such memorabilia. With respect to any Unrestricted Donations to be made in the future, including the memorabilia described in Exhibit "B" hereto, May and May NY will donate and convey all right, title and interest in the actual memorabilia and assign to IRI any intellectual property rights including the copyright to such memorabilia.
- (iv) With respect to any Restricted Donations,
  - (a) May and May NY will donate and will convey to IRI, all right, title and interest in original documents, including but not limited to ZCMI corporate and committee minutes through 1993, and assign to IRI all intellectual property rights including the copyright to the original documents;
  - (b) IRI will make microfilm copies or photocopies as shown in Exhibit A, at IRI's expense, of any original documents in batches, on a schedule and in a manner so that IRI can return the microfilm copies or photocopies to May or May NY on each batch within one (1) month of May's or May NY's delivering the original documents to IRI;
  - (c) May or May NY will use those copies for business related purposes only;
  - (d) IRI will maintain, or cause to be maintained, the originals of all such documents; and
  - (e) If May or May NY represents that it needs access to the original documents for business related purposes (such as needing to make original documents available for inspection by a third party in connection with a pending lawsuit), upon May's or May NY's request and after a reasonable notice period, IRI will make the original documents available to May or May NY, at IRI's expense, for inspection at IRI's Salt Lake City, Utah offices or, if required by a court of law, at May's or May NY's offices in St. Louis, Missouri. If the original documents must be produced in St. Louis in accordance with this provision, then IRI will bear the expense of shipping such documents to May or May NY in St. Louis, and, upon completion of the inspection, May and May NY agree to immediately return the original documents to IRI and to bear the expense of shipping such documents back to IRI in Salt Lake City.
- (v) With respect to the specific Unrestricted Donations set forth in Exhibit B under the heading: "Miscellaneous documents and artifacts-Tiffin Room display" (hereinafter "Tiffin Room Memorabilia"), IRI agrees to loan and hereby does loan to May and May NY the Tiffin Room Memorabilia for a period of no longer than five (5) years, after which time the Tiffin Room Memorabilia shall be returned by May and May NY to IRI.

8. Except as otherwise provided in this Assignment and Agreement, all other terms of the Shareowner Agreement shall continue to apply. In case of any conflict between the terms of this Assignment and Agreement and the Shareowner Agreement, the terms of this Assignment and Agreement shall take precedence.

IN WITNESS HEREOF, May, May NY, ZRT and IRI have caused this Assignment and Agreement to be executed on the dates noted below, to be effective as of the Termination Date.

THE MAY DEPARTMENT STORES COMPANY  
a Delaware corporation

By *Richard A. Brickson*

Name: RICHARD A. BRICKSON

Title: SECRETARY AND SENIOR COUNSEL

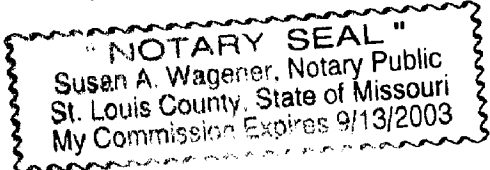
Date: DECEMBER 19 2001

STATE OF MISSOURI     )  
                                  )ss.  
COUNTY OF ST. LOUIS    )

On December 19<sup>th</sup> before me personally came RICHARD A. BRICKSON, to me known, who, being by me duly sworn, did depose and say that he is the Secretary of THE MAY DEPARTMENT STORES COMPANY, a Delaware corporation and the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

*Susan A. Wagener*  
Notary Public

My Commission Expires: 9/13/2003



THE MAY DEPARTMENT STORES COMPANY  
a New York corporation

By: [Signature]

Name: RICHARD A. COHEN

Title: VICE PRESIDENT

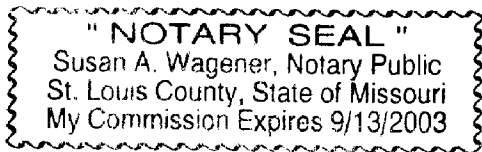
Date: DECEMBER 19 2001

STATE OF MISSOURI        )  
                                  )ss.  
COUNTY OF ST. LOUIS    )

On December 19<sup>th</sup> before me personally came Richard A. Cohen, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of THE MAY DEPARTMENT STORES COMPANY, a New York corporation and the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Signature: Susan A. Wagener]  
Notary Public

My Commission Expires: 9/13/2003



ZCMI RESERVE TRUST

By Thomas S. Monson

Name: Thomas S. Monson

Title: Trustee

Date: January 2, 2002

STATE OF Utah )  
COUNTY OF Salt Lake )ss.

On January 2, 2002 before me personally came Thomas S. Monson, to me known, who, being by me duly sworn, did depose and say that he is the Trustee of ZCMI RESERVE TRUST, an irrevocable charitable trust organized under the laws of the State of Utah, and the organization described in and which executed the above instrument; that he knows the seal of said organization, that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Trustees of said organization, and that he signed his name thereto by like order.

Frank M. Watson  
Notary Public

My Commission Expires: June 12, 2003





INTELLECTUAL RESERVE, INC.

By William O Nelson

Name: WILLIAM O NELSON

Title: PRESIDENT

Date: 1-02-02

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

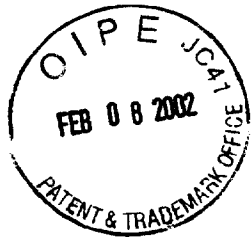
On 2 JANUARY 2002 before me personally came WILLIAM O. NELSON, to me known, who, being by me duly sworn, did depose and say that he is the PRESIDENT of INTELLECTUAL RESERVE, INC. a not-for-profit corporation organized under the laws of the State of Utah, and the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Marilyn Joney  
Notary Public

My Commission Expires: 25 APRIL 2003

596576.1



ZRT List	
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Disposition	Datatore
Photocopy	Box number

**Constitution and Bylaws**

Preamble, Constitution - Vol. 1 Bylaws and Minutes (1868-1870)

x 2001-1854

**Minutes:**

**Board meeting minutes, 1878-1999**

Minutes, October 1871 - April 1878  
 Minutes, April 1878 - August 1887  
 Minutes, Spetember 1887 - August 1895  
 Minutes, September 1895 - April 1907  
 Minutes, April 1907 - June 1932  
 Minutes, June 1932 - December 1963  
 Minutes, January 1964 - October 1982  
 Minutes, January 1983 - October 1994  
 Minutes, January 1995 - December 1999  
 Index of Board Meeting Records (1907 - 1926)

x 2001-1854  
 x 2001-1854  
 x 2001-1856  
 x 2001-1856  
 x 2001-1855  
 x 2001-1855  
 x 2001-1855  
 x 2001-1856  
 x 2001-1856  
 x 2001-1854  
 x 2001-1854

**Executive Committee meeting minutes, 1928-1982**

1928 - 1948 (missing 1934-1937)  
 1949 - 1957  
 1958 - 1967  
 1968 - 1976  
 1977 - 1999 (also includes some retirement committee meeting minutes)

x 2001-1782  
 x 2001-1783  
 x 2001-1784  
 x 2001-1785  
 x 2001-1786

**Officers' meeting**

x 2001-1854

**Executive Committee and Report of Management (41 volumes), 1933-1947**

see "Executive Committee meeting minutes" above

**Journal of Directors and Stockholders Meetings, 1871-1878**

see "Board meeting minutes" above

**Financial Records - Stock Certificates:**

Certificates turned in after Dec., 1999 are at the Bank of New York (may have been affected by September 11 events)

misc. older certificates; 10,000 - 19,399  
 19,400 - 21,299  
 21,300 - 22,999  
 23,000 - 24,699  
 24,700 - 26,499  
 26,500 - 28,799  
 28,801 - 30,999  
 31,000 - 33,599  
 33,601 - 35,999  
 35,600 - 37,499  
 37,500 - 39,597  
 39,600 - 41,999

x 2001-1766  
 x 2001-1767  
 x 2001-1768  
 x 2001-1769  
 x 2001-1770  
 x 2001-1771  
 x 2001-1772  
 x 2001-1773  
 x 2001-1774  
 x 2001-1775  
 x 2001-1776  
 x 2001-1777

Disposition		Dataset
Photocopy	Microfilm	Box number

ZRT List			
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42,000 - 43,998 x 2001-1778  
 44,000 - 46,663; unissued certificates 46,664 - 46,684 x 2001-1779

Shareowners with last names beginning with A-Z x 2001-1790

**Financial Records - Indemnity Bonds**

**Financial records - Shareholders' records:**

**Certificate list** (computer printout) x 2001-1790

**Dividend ledgers** (binders and computer printout) Div. 256-260 (1962; 261, 265 (1963); 266, 270 (1964); 271-274 (1965) x 2001-1788

Div. 281-285 (1967); 402-409 (1996-1997); 410-413 (1998) x 2001-1789

Div. 342 (1983); 353 (1984) x 2001-1790

**Shareholders Ledgers** Stockholder Ledger G, volumes 1-6 x 2001-1787

Stockholder Ledger (E,F), pages A-D x 2001-1791

Stockholder Ledger (E,F), pages E-K x 2001-1792

Stockholder Ledger (E,F), pages L-R x 2001-1793

Stockholder Ledger (E,F), pages S-Z x 2001-1794

**Stockholder records** Shareholders with last names beginning with Aa - Bz x 2001-1795

Shareholders with last names beginning with Ca - Dz x 2001-1796

Shareholders with last names beginning with Ea - Gz x 2001-1797

Shareholders with last names beginning with Ha - Jz x 2001-1798

Shareholders with last names beginning with Ka - Lz x 2001-1799

Shareholders with last names beginning with Ma - Mz x 2001-1800

Shareholders with last names beginning with Na - Q x 2001-1801

Shareholders with last names beginning with R - Smy x 2001-1802

Shareholders with last names beginning with Sn - V x 2001-1803

Shareholders with last names beginning with W - Z x 2001-1804

Cede x 2001-1805

Cede x 2001-1806

**Stock transfer receipts** Stock Transfer Receipt Journals: 53 volumes, 3001 - 21199 x 2001-1839

Stock Transfer Receipt Journals: 49 volumes, 21200 - 33250 x 2001-1840

Stock Transfer Receipt Journals: 28 volumes, 33251 - 39400 x 2001-1842

Stock Transfer Receipts: 41255 - 43600 x 2001-1790

Stock Transfer Receipts: 43700 - 46663 x 2001-1751

**ZCMI stockholders - changes, adds and deletes** Stock Log, volume 1 (1983) to volume 3 (2000) x 2001-1789

ZRT List	Years	Contents/comments	Datatore Box number
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**Financial records/documents - Miscellaneous:**

Deeds, leases and agreements  
 "President's Office" files 1880's  
 Re-incorporation files 2001-1830 - 1838

**Photographic images:**

Façade 1957  
 Main street (Alfred Best store, man in street, cow) 1976  
 Main street view of ZCMI Center (in color)  
 in upper level lobby at the DC  
 still at the DC  
 still at the DC

**Miscellaneous documents and artifacts:**

Stockholders' check reconciliation report 1986 Reconciliation of Stockholders Prior to Dividend (1981 - 1986) 2001-1813

**Miscellaneous documents and artifacts:**

Boots (1 pair) Tiffin Room display  
 Brass items (2) Tiffin Room display  
 Day book (2) Tiffin Room display  
 Hammond typewriter Tiffin Room display  
 Journal #B2 1874-1876 Tiffin Room display  
 Leather book with metal clasp Tiffin Room display  
 Nail from Main Street Arcade Tiffin Room display  
 Past due ledger book 1884-1885 Tiffin Room display  
 Peg from Main Street Arcade Tiffin Room display  
 Photographs of Aisles of Pines (2) Tiffin Room display  
 Photograph of "Lasting Rink Bottom Room" Tiffin Room display

ZRT List	Years
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Photograph of town clock store  
 Photographs of ZCMI façade (3)  
 Photograph of ZCMI interior  
 Photograph of ZCMI Sole, Leather and Bottoming Room  
 Seal/stamp  
 Tethering ring  
 ZCMI hardware catalog

**Other Miscellaneous Items that May be Sending (not on Church's list)**

ZCMI Intrastate Stock Offering 1997  
 Annual Report to Stockholders various

Annual Financial Statements

Contents/comments
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Tiffin Room display  
 Tiffin Room display  
 Tiffin Room display  
 Tiffin Room display  
 Tiffin Room display  
 Tiffin Room display  
 Tiffin Room display

Datatore Box number
------------------------

2001-1813  
 2001-1813  
 2001-1807  
 2001-1808  
 2001-1809  
 2001-1810  
 2001-1811  
 2001-1812

various years, 1957-1982

1927 - 1949 (missing 1931 - 1933)  
 1950 - 1960  
 1961 - 1969  
 1970 - 1977  
 1978 - 1984  
 1985 - 1990