

03-21-2002

NLY

02-28-2002

Signature



the attached original documents or copy thereof.

s):

102025516

and address of receiving party(ies)

A.G. CLOTHING LIMITED

2.28.02

Name: WAREHOUSE FASHION LIMITED

Internal Address:

Street Address: Colegrave House, 70 Berners St.

City: LONDON State: ENGLAND ZIP: W1T 3NL

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other limited liability company
- Merger
- Change of Name

Execution Date: October 23, 2001

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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. Application number(s) or patent number(s):

A. Trademark Application No.(s)

76/048,329
76/318,781

B. Trademark Registration No.(s)

1,477,768
1,331,450

Additional numbers attached? Yes No

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

Name: GRAHAM, CAMPAIGN P.C.

Internal Address:

Street Address: 36 West 44th Street

Suite 1300

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

H. John Campaign

Name of Person Signing

Signature

December 3, 2001

Date

12

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/20/2002 6TON11 00000143 76048329

01 FC:481
02 FC:482

40.00 OP
75.00 OP

TRADEMARK
REEL: 002466 FRAME: 0252

IN THE UNITED STATES
PATENT & TRADEMARK OFFICE

Registrant : Warehouse Fashion Limited by Assignment from A.G.
Clothing Limited by Change of Name from Sears Clothing
Limited

Mark : WAREHOUSE DEFINITIVES

Ser. No. : 76/318,781

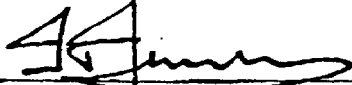
Dated : September 27, 2001

APPOINTMENT OF DOMESTIC REPRESENTATIVE

GRAHAM, CAMPAIGN P.C., with a business address of The Bar Building, 36 West
44th Street, New York, New York 10036-8178, U.S.A., is hereby appointed our
representative upon whom notices or process in proceedings affecting the marks may be
served.

WAREHOUSE FASHION LIMITED

By:


Name: IAN JACKMAN
Title: DIRECTOR
Dated: 12 FEBRUARY 2002

Our Ref.: 814-6727

John Venn & Sons

Scrivener Notaries
Translators

William B Kennair LL.B. • Jessica M Reeve M.A.
Associates: Agnes Corless • Jonathan P Coutts M.A., MII
Consultants: Keith F C Baker LL.B, FII • Bridget M Ellison B.A.

95 Aldwych London WC2B 4JF
United Kingdom

Telephone: 020 7395 4300
Fax: 020 7395 4310
e-mail: notary@johnvenn.co.uk
http://www.johnvenn.co.uk

I, JONATHAN PAUL COUTTS, a duly admitted Notary Public,
having jurisdiction throughout England and Wales and practising in London,
England, hereby certify:

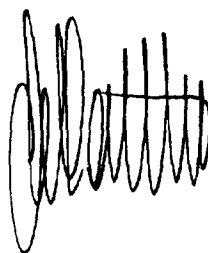
1. THAT the annexed Assignment was signed for and on behalf of
A.G. CLOTHING LIMITED by ADAM ALEXANDER GOLDMAN, one
of the Directors of the said Company;

2. THAT the said Assignment was also signed for and on behalf of
WAREHOUSE FASHION LIMITED by ADAM ALEXANDER
GOLDMAN, one of the Directors of the latter Company;

3. THAT the said Companies are duly incorporated and existing under
English Law having their Registered Offices at Colegrave House, 70 Berners
Street, London W1T 3NL, England;

4. AND THAT the said Assignment, being so signed, is duly executed
on behalf of and binding on the said Companies.

IN WITNESS whereof I have issued this Certificate under my
signature and Seal of Office at London, aforesaid, the first day of November
Two thousand and one.



TRADE MARK

REEL: 002466 FRAME: 0254

THIS ASSIGNMENT is made on 23rd day of October 2001

BETWEEN:

(1) A.G. CLOTHING LIMITED (formerly called SEARS CLOTHING LIMITED), a company incorporated in England and Wales, whose registered office is at Colegrave House, 70 Berners Street, London, W1T 3NL, England (the "Assignor");

AND

(2) WAREHOUSE FASHION LIMITED, a company incorporated in England and Wales whose registered office is at Colegrave House, 70 Berners Street, London, W1T 3NL, England (the "Assignee").

THE PARTIES AGREE as follows:

1. DEFINITIONS

In this Assignment:

The Assignor is the Registered owner in United States of America of those Trade Mark(s) particularised in the attached Schedule.

"Trade Mark(s) means the registered trade mark(s), the applications for registration of Trade Mark(s) and the unregistered Trade Mark(s) (if any) as listed in the Schedule, together with the goodwill of the business in the goods and services in respect of which such Trade Mark(s) are used.

2. ASSIGNMENT

In consideration of the sum of £10 now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns the transfers to the Assignee absolutely:

- 2.1 all of its right, title and interest in and to the Trade Mark(s) including all statutory, general law and/or common law rights attaching to the Trade Mark(s) and all the rights, powers, liberties and immunities attaching to the Trade Mark(s), free from all liens and charges;
- 2.2 pursuant to Clause 2.1, the benefit of any registered Trade Mark granted pursuant to an application for registration of a Trade Mark with the intention that on or before registration the Assignee is entered on the Register of Trade Mark(s) as a registered proprietor of that registered Trade Mark(s); and
- 2.3 the right to sue for an to recover damages and other remedies in respect of any infringement, acts of passing off or any other general or statutory rights of action in respect of the Trade Mark(s) which may have occurred before the date of this Assignment.

TRADEMARK

REEL: 002466 FRAME: 0255

3. FURTHER ASSURANCE

The Assignor shall on request by the Assignee and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing to implement this Assignment.

4. ASSISTANCE WITH APPLICATIONS

The Assignor shall on request by the Assignee and at the Assignee's expense give such assistance as the Assignee may reasonable request to complete the registration of any of the Trade Mark(s) pursuant to any applications for registration of any of the Trade Mark(s).

5. ASSISTANCE WITH PROCEEDINGS

If proceedings are instituted by way of claim, petition or counter-claim impugning the validity of the registration of any Trade Mark(s) which are registered or come to be registered or opposing the grant of registration of any of the Trade Mark(s), the Assignor shall give all reasonable assistance to the Assignee in relation to those proceedings (including participation in proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs in relation to those proceedings.

The Schedule hereto

Number	Trade Mark
1477768	WAREHOUSE UTILITY CLOTHING
1331450	WAREHOUSE UTILITY CLOTHING
Appln. No. 76/048329	WAREHOUSE word
Appln. No. 76/314721	WAREHOUSE DEFINITIVES words

SIGNED for and on behalf of)
A.G. CLOTHING LIMITED)
in the presence of:)

JULIE CROSSLAND
Julie Crossland

A. Codel

SIGNED for and on behalf of)
WAREHOUSE FASHION LIMITED)
in the presence of:)

JULIE CROSSLAND

A. Codel