

04-30-2002



102072245

al documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):
 BDS Investment Corporation
 4500 Perkiomen Avenue
 Reading, PA 19606

Individual(s) Association
 General partnership Limited Partnership
 Corporate-State: Delaware
 Other _____

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

2. Name and address of receiving party(ies):
 Boscov's Investment Company
 4500 Perkiomen Avenue
 Reading, PA 19606

Individual(s) citizenship _____
 Association _____
 General partnership _____
 Limited Partnership _____
 Corporate-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

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

Execution Date: April 7, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 76/036,230

B. Trademark Registration No.(s)
 2,231,120; 1,510,486; 1,765,311; 1,554,843;

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hara K. Jacobs, Esquire
 Internal Address: Ballard Spahr Andrews & Ingersoll, LLP
 Street Address: 1735 Market Street, 51st Floor
 City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:..... 5

7. Total Fee (37 CFR 3.41) \$ 140
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
020755
 (Attach duplicate copy of this page if paying by deposit account)

04/29/2002 6TOM11 00000160 020755 76036230
 01 FC:481 40.00 CH
 02 FC:482 100.00 CH

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.

Hara K. Jacobs Hara Jacobs 4/12/2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

ASSIGNMENT

THIS AGREEMENT is made and entered into as of this 7th day of April, 2002, by and between BDS Investment Corporation, a Delaware corporation ("Assignor"), and Boscov's Investment Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks listed in Exhibit A, attached hereto and incorporated herein (hereinafter, the "Marks"), and the goodwill associated with and symbolized by these Marks;

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.**

(a) Assignor, hereby sells, conveys, grants, assigns, transfers, sets over and delivers to Assignee, its successors, assigns and legal representatives, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, except Assignor shall retain the right to disapprove any future assignments of such right, title and interest in and to the Marks, or any part thereof.

(b) Assignor also, sells, conveys, grants, assigns, transfers and sets over unto Assignee all claims for relief by reason of any past infringements of such Marks, with the right to sue for and collect damages for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. **Purchase Price.** Subject to the terms and conditions of this Agreement, as consideration for the sale, conveyance, grant, assignment, transfer and delivery of the Marks by Assignor to Assignee, Assignee shall issue a promissory note dated the date hereof in the

principal amount of Seventy-Three Million Dollars (\$73,000,000) with an interest rate of 6% to be paid over fifteen (15) years.

3. **Representations and Warranties of Assignor.** Assignor unconditionally represents and warrants to Assignee as follows:

(a) **Organization and Good Standing.** Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power and authority to own, hold, lease and/or operate its properties, rights and assets and to operate and carry on its business as it is currently conducted.

(b) **Corporate Authority; No Default.** Assignor has the requisite corporate power and authority to execute and deliver this Agreement and the instruments of transfer related to the Marks and to consummate the transactions contemplated hereby and has taken all steps and will do all things appropriate and necessary to consummate the transactions contemplated herein. This Agreement and all documents to be delivered hereunder by Assignor have been duly authorized by all necessary corporate action of Assignor and constitutes, and will constitute, the valid and binding obligations of Assignor enforceable in accordance with their respective terms. Neither the execution, delivery or performance of this Agreement or any documents to be delivered hereunder, nor the consummation of the transactions contemplated hereby, will violate, conflict with, result in the breach of, or accelerate the performance required by any of the terms, conditions or provisions of the Certificate of Incorporation or Bylaws of Assignor or any agreement to which Assignor is a party or any order, ruling, decree, judgment, arbitration award or stipulation to which Assignor is subject, or constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance upon any of the Marks.

(c) Title. Assignor has good title to the Marks and Assignor will transfer and convey the Marks to Assignee free and clear of all liens, pledges, charges, title retention, rights of third parties or security agreements.

4. Assignment. This Agreement and the rights, obligations and duties of the Assignor hereunder shall not be assignable or otherwise transferable by Assignor. The Assignee may, upon notice to and approval from Assignor, transfer or assign any or all of its rights and obligations under this Agreement.

5. Further Assurances. Assignor agrees that from time to time hereafter, upon request, it will, at its sole expense, execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement.

6. Modification. No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the party to be bound thereby.

7. Binding Effect and Benefit. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, executors, administrators, personal representatives, successors in interest and permitted assigns.

8. Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein, which may remain effective, and to this end this Agreement is declared to be severable.

9. Waiver. No waiver of a default, breach or other violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent default, breach or

other violation or limit or restrict any right or remedy otherwise available. No delay or omission on the part of the Assignee to exercise any right or power arising by reason of a default shall impair any such right or power or prevent its exercise at any time during the continuance thereof.

10. Entire Agreement. This Agreement supersedes all prior or collateral discussions, understandings and agreements between the parties with respect to the subject matter hereof and constitutes the final and entire agreement between the parties.

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

Assignor:

Assignee:

BDS INVESTMENT CORPORATION

BOSCOV'S INVESTMENT COMPANY

By: 

By: 

Name
Title:

Name:
Title:

STATE OF DELAWARE
COUNTY OF New Castle

On this 4th day of April, 2002, personally appeared before me Donald Bromley, to me known and know to me to be the President of BDS Investment Corporation, the Assignor above named, and acknowledged that he executed the foregoing assignment as a free act on behalf of said Assignor and pursuant to authority duly received.

Delia T. Deascanis
Notary Public

My Commission Expires:

May 12, 2002

DELIA T. DEASCANIS
NOTARY PUBLIC-DELAWARE
MY COMMISSION EXPIRES 5-12-02

STATE OF DELAWARE
COUNTY OF New Castle

On this 4th day of April, 2002, personally appeared before me Donald Bromley, to me known and know to me to be the President of Boscov's Investment Company, the Assignee or above named, and acknowledged that he executed the foregoing assignment as a free act on behalf of said Assignee and pursuant to authority duly received.

Delia T. Deascanis
Notary Public

My Commission Expires:

May 12, 2002

DELIA T. DEASCANIS
NOTARY PUBLIC-DELAWARE
MY COMMISSION EXPIRES 5-12-02

EXHIBIT A

Registrations and Pending Applications

Registration No./Serial No.

ASHLEY COOPER

Reg. No. 2,231,120

BOSCOV'S

Reg. No. 1,510,486

CROSS & WINDSOR

Reg. No. 1,765,311

SEQUENCE

Reg. No. 1,554,843

STARTING POINT

Serial No. 76/036230

Common Law Marks

PORTS OF THE WORLD