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05-03-2002

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original d

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

1. Name of conveying party(ies):
Hanover Catalog Holdings, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Hanover Direct, Inc. (a Delaware corporation)
Internal Address:

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other - Corrective Document - Reel # 1856
Frame #0583
Execution Date: December 28, 1998

Street Address: 1500 Harbor Boulevard
City: Weehawken State: New Jersey
ZIP: 07087

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

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

If this document is being filed together with a new application, the execution date of the application is _____.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

968,358

Additional numbers attached? Yes No

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

Monica B. Richman, Esq.
BROWN RAYSMAN MILLSTEIN FELDER &
STEINER LLP
900 Third Avenue
New York, New York 10022
(212) 895-2000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00
 Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 02-4270
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above deposit account

05/20/2002 0TON11 00000157 968358

01 FC:481

40.00 OP

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

Monica B. Richman, Esq. Monica B. Richman

04/25/02

Name of Person Signing

Signature

Date

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

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

Commissioner of Patents and Trademarks

Box Assignments

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03-05-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

2-24-99

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
 12 28 98

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 12 28 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

03/04/1999 DMSUYEN 00000029 74254181

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01 FC:481 40.00 OP
02 FC:482 1525.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

See attached

See attached

Schedule

Schedule

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

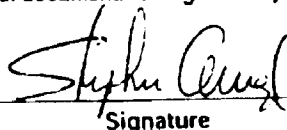
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stephen J. Quigley
Name of Person Signing


Signature

2/24/99
Date Signed

SCHEDULE OF MARKS

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
ADAM YORK	74/254181	1892652
AMERICA'S AUTHORITY IN HOME FASHIONS	75/278182	
AT HOME WITH STYLE AND VALUE	74/482823	1874384
CLEARANCE WORLD	75/056026	2027155
CLFARANCEWORLD	75/581290	
COLONIAL GARDEN KITCHENS	72/417061	968368
COMFORT BY DESIGN	75/481110	
COMPANY COTTON	75/501410	
COMPANY KIDS	75/503072	
COMPANY TABLE	75/503396	
COMPANY TOTS	75/501408	
CONTOUR	75/524481	
COTTON BRILLIANCE	75/120669	2047550
DOMESTICATIONS	74/381772	1857730
DOMESTICATIONS	75/553196	
ENCHANTMENTS	75/104820	2069412
EXPERIENCE THE VALUE OF QUALITY	74/604094	1928393
FASHION FAVORITES	74/455993	1969133
FASHION GALAXY	578929	1408456
GERTIE GOOSE	74/713057	1991265
GRO-MATO	74/608018	2037588
HALL OF HANOVER	74/661052	2009590
HANOVER HOUSE	578928	1431912

TRADEMARK
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HANOVER SHOP AT HOME	618997	1481983
HORN & HARDART	74/083549	1654581
KEYSTONE FULFILLMENT	75/528629	
KIDCALE	75/501411	
KITCHEN & HOME & Device	74/472703	1926033
LIMITED QUANTITIES, UNLIMITED STYLE	75/464229	
LOUNGE-A-ROUND	75/499382	
MAKING A STATEMENT	74/695180	1965862
MATURE WISDOM	553457	1389046
MW MATURE WISDOM	74/463054	1859053
NIGHT'N DAY INTIMATES	553451	1417842
OLD VILLAGE SHOP	578998	1407673
PLATINUM WHITE GOOSE DOWN	74/079153	1751917
PREMIERE CHOICE	74/380539	1812567
PRODUCTIVITY PILLOW	75/461968	
SILHOUETTES	702214	1526821
SILHOUETTES SPA	75/474676	
SIMPLY TOPS	74/326951	1839470
SIMPLY TOPS & ST Logo	74/617973	2005581
SLEEPY TEES	75/114184	2094622
SOFTESSENCE	75/406722	
ST. TROPEZ	75/499381	
STANCE A WHOLE NEW WAY TO LOOK	74/617972	1933293
STUDIO COLLECTION	75/285235	
STYLE BEYOND SIZE	75/474674	
TAPESTRY	553641	1394017

TRADEMARK
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TRADEMARK
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TCS	75/528265	
THE CATALOGUE THAT BRINGS STYLE	74/551116	1910627
THE CHELSEA COLLECTION	74/551116	1910627
THE COMPANY STORE	359618	1263272
THE COMPANY STORE	356321	1284377
THE COMPANY STORE'S WHITE EUROPEAN DOWN	74/079152	1770809
THE COST OF LIVING GRACIOUSLY	74/660398	1951602
THE SHOPPER'S EDGE	75/474679	
THE SHOPPING EDGE	75/462705	
THE SOCK	75/507438	
THERMATILES	75/108007	2110467
WOMEN GIVING BACK	75/174267	2084136
YOUR SOURCE FOR THE UNIQUE	74/326974	1817228

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TRADEMARK
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TRADEMARK
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ASSIGNMENT

This Assignment is made as of the 28th day of December 1998, by and between Hanover Catalog Holdings, Inc., a Delaware Corporation with offices at 1500 Harbor Boulevard, Weehawken, New Jersey 07087, United States of America (hereinafter referred to as the "Assignor") and Hanover Direct, Inc., a Delaware Corporation with offices at 1500 Harbor Boulevard, Weehawken, New Jersey 07087, United States of America (hereinafter referred to as the "Assignee").

WHEREAS Assignor represents and warrants that it is the owner of various trade marks which shall include but are not limited to those set forth in the Schedule attached hereto, and marked "A", (hereinafter referred to collectively as the "Trade Marks" which shall, without limitation, be deemed to include all trade marks, trade names and trade identifications owned and/or used by Assignor or of which Assignor is entitled to be the owner throughout the world);

WHEREAS Assignor has agreed to assign to Assignee all right, title and interest in and to the Trade Marks, on the terms and conditions as are more fully set forth hereunder;

NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged:

- (1) Assignor hereby assigns to Assignee all right, title and interest in and to the Trade Marks including, without limitation, all registrations and pending applications in relation thereto, together with the goodwill of the Assignor's business under the Trade Marks, all common law rights arising through use of the Trade Marks and the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements of and other causes of action relating to the Trade Marks. In the case of United States applications for the Trade Marks for which declarations of use have not been filed, Assignor assigns to Assignee the portion of the business to which the subject marks pertain.
- (2) For the avoidance of doubt, the listing of the Trade Marks assigned herein, set forth in Schedule A, shall not be regarded as being in any way limitative and it is acknowledged that the non-inclusion herein of any trade mark, trade name or trade identification shall not derogate from the acquisition of rights thereto by Assignee.
- (3) Additionally, Assignor hereby assigns to Assignee all right, title and interest in the nature of copyright or design rights throughout the world in the Trade Marks

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including, where such rights are or may be obtained or enhanced by registration, any registrations of such rights and any applications for registration and the right to apply for such registrations.

- (4) Furthermore, Assignor hereby assigns to Assignee all right, title and interest in all other copyright, design rights and other intellectual property rights owned by Assignor throughout the world.
- (5) Assignor further undertakes, without additional consideration, to execute such documents and do such acts or things, and to use its best endeavours to procure that any third party shall execute such documents and do such acts or things, as the Assignee may reasonably require under the law of any country for the purpose of giving to the Assignee the full benefit of all the provisions of this Agreement.
- (6) Assignor hereby appoints and constitutes the Assignee as its attorney with full power of substitution for and on behalf of the Assignor for any purpose required to effectuate the assignment, transfer, conveyance, sale and delivery of the Trade Marks, and of all additional and related rights conveyed and to be conveyed herein, pursuant to the terms hereof.
- (7) This Agreement shall be governed by and construed in accordance with the law of New York State, United States of America.

IN WITNESS whereof, the parties have executed this Agreement as of the day first written above.

ASSIGNOR

By: [Signature]
Name: L. S. J. B. D. H.
Title: CHIEF FINANCIAL OFFICER

ASSIGNEE

By: [Signature]
Name: L. S. J. B. D. H.
Title:

Country	Trade Mark	Status	Intl. Class(es)	Appln. No.	Regn. No.
Hanover Catalog Holdings Inc.					
Canada	COLONIAL GARDEN KITCHENS	Pending	42	895697	
Canada	SOFTESSENCE	Pending	24, 25	879299	
Canada	TWEEDS	Pending	25, 42	896237	
Germany	KITCHEN & HOME & Device	Registered	16, 35, 38, 39		398395136/16
Germany	SILHOUETTES	Registered	16, 35, 38, 39		398390533/16
Japan	KITCHEN & HOME & Device	Pending	16, 35, 38, 39	H1056984	
Japan	TWEEDS Device	Pending	18	93444/96	
Mexico	SOFTESSENCE	Registered	24	331295	586469
Mexico	SOFTESSENCE	Registered	25	331296	586470
Taiwan	SCANDIA	Pending	24	8731287	
United Kingdom	KITCHEN & HOME & Device	Pending	16, 35, 38, 39	2170316	
United Kingdom	SILHOUETTES	Pending	35, 38, 39	2170601	
United States of America	ADAM YORK	Registered	16	74/254181	1892652
United States of America	AMERICA'S AUTHORITY IN HOME FASHIONS	Pending	42	75208182	
United States of America	AT HOME WITH STYLE AND VALUE	Registered	42	74482823	1874384
United States of America	CLEARANCE WORLD	Registered	26	75/056026	2027155
United States of America	CLEARANCE WORLD	Pending	35	75581290	
United States of America	COLONIAL GARDEN KITCHENS	Registered	42	72/417061	968358
United States of America	COMFORT BY DESIGN	Pending	20	75/481,110	
United States of America	COMPANY COTTON	Pending	24	75501410	
United States of America	COMPANY KIDS	Pending	24, 27	75503072	
United States of America	COMPANY TABLE	Pending	21, 24	75503396	
United States of America	COMPANY TOTS	Pending	24	75501408	
United States of America	CONTOUR	Pending	25	75524481	
United States of America	COTTON BRILLIANCE	Registered	24		2047950
United States of America	DOMESTICATIONS	Registered	24	74381772	1857730
United States of America	DOMESTICATIONS	Pending	16	75/553,196	
United States of America	ENCHANTMENTS	Registered	42		2069412

Country	Trade Mark	Status	Intl. Class(es)	Appln. No.	Regn. No.
United States of America	EXPERIENCE THE VALUE OF QUALITY	Registered	42	74/604094	1928393
United States of America	FASHION FAVORITES	Registered	42		1969133
United States of America	FASHION GALAXY	Registered	16		1408458
United States of America	GERTIE GOOSE	Registered	21		1991265
United States of America	GRO-MATO	Registered	21		2037588
United States of America	HALL OF HANOVER	Registered	42		2009509
United States of America	HANOVER HOUSE	Registered	16		1431912
United States of America	HANOVER SHOP AT HOME	Registered	42		1481983
United States of America	HORN & HARDART	Registered	42		1654581
United States of America	IMPROVEMENTS	Registered	42		1852742
United States of America	KEYSTONE FULFILLMENT	Pending	42	75528629	
United States of America	KIDCALE	Pending	24	75501411	
United States of America	KITCHEN & HOME & Device	Registered	42		1926033
United States of America	LIMITED QUANTITIES, UNLIMITED STYLE	Pending	42	75464229	
United States of America	LOUNGE-A-FOUND	Pending	20	75499382	
United States of America	MAKING A STATEMENT	Registered	42		1965862
United States of America	MATURE WISDOM	Registered	16		1389046
United States of America	MW MATURE WISDOM	Registered	42		1859053
United States of America	NIGHT & DAY INTIMATES	Registered	42		1417842
United States of America	OLD VILLAGE SHOP	Registered	16		1407673
United States of America	PLATINUM WHITE GOOSE DOWN	Registered	22	74/079153	1751917
United States of America	PREMIERE CHOICE	Registered	42		1812567
United States of America	PRODUCTIVITY PILLOW	Pending	20	75461968	
United States of America	SILHOUETTES	Registered	16		1526821
United States of America	SILHOUETTES SPA	Pending	3, 4, 24	75474678	
United States of America	SIMPLY TOPS	Registered	25, 42		1839470
United States of America	SIMPLY TOPS	Registered	42	74617973	2005581
United States of America	SLEEPY TEES	Registered	24		2094622
United States of America	SNOW WHITE GOOSE DOWN	Registered	22	74/079154	1744102
United States of America	SOFTESSENCE	Pending	24	75/406722	
United States of America	ST SIMPLY TOPS & Device	Registered	42		2005581
United States of America	ST. TROPEZ	Pending	24	75499381	

Report printed on:

RECORDED: 02/24/1999

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