

12-11-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 11-25-02 Ames Merchandising Corporation, a subsidiary of Ames Department Stores, Inc., and successor in interest to Hills Department Stores

2. Name and address of receiving party(ies) Name: Pleasant Company, Inc. Internal Address: Street Address: 8400 Fairway Place City: Middleton State: WI Zip: 53562

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 11132002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,269,348 1,312,428

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven Chinowsky, Esq. Internal Address: Latham & Watkins Suite 4000 Street Address: 633 West Fifth Street City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Katherine A. Myers Name of Person Signing Signature Date November 19, 2002

Total number of pages including cover sheet, attachments, and document: 4

12/10/2002 6TOM11 00000204 1269348

01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

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

TRADEMARK REEL: 002631 FRAME: 0655

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of ^{NOVEMBER} ~~October 15~~, 2002, by and between Ames Merchandising Corporation, a subsidiary of Ames Department Stores, Inc., a _____ corporation, as successor in interest to Hills Stores Company ("Assignor") and Pleasant Company, Inc., a Wisconsin corporation ("Assignee").

RECITALS

A. WHEREAS, Assignor owns all right title and interest in, to and under the trademarks "American Girl" and "American Spirit" (the "Marks").

B. WHEREAS Assignor desires to assign all of its right, title and interest in, to and under the Marks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. Assignor hereby sells, assigns and transfers to Assignee and Assignee's successors and assigns, Assignor's entire right, title and interest in and to the Marks, together with all of the goodwill associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past and future infringements and of opposition and/or cancellation proceedings for protection of the Marks.

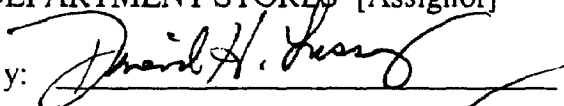
II. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file its own name applications for trademark and/or service marks, domain names, patent and copyright registration in the United States and foreign jurisdictions in connection with the Marks, and to secure in its own name the registrations granted thereon.

III. Assignor agrees to execute any additional documents, make available any and all records and materials, and take any further actions, necessary or reasonably requested by Assignee to effect or evidence the assignment set forth above and evidence the prior use of the Marks ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, make available any and all records and materials, or take such further actions to effect or evidence the assignment set forth above and evidence the prior use of the Marks, Assignor hereby agrees, for itself and its successors, assigns, donees and transferees, to the fullest extent permitted by law, that an officer of Assignee, and any successor of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorneys-in-fact, whose power is expressly coupled with an interest, with full authority to execute any Supporting Documents requested by Assignee,

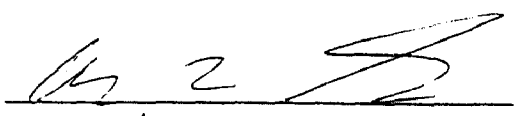
make available any and all records and materials, and perform all other acts necessary to effect, perfect or evidence the assignment set forth above and evidence the prior use of the Marks.

IN WITNESS WHEREOF, the parties have duly executed this Assignment on the date first set forth above.

AMES MERCHANDISING CORPORATION, a subsidiary of AMES DEPARTMENT STORES INC. and successor in interest to HILLS DEPARTMENT STORES [Assignor]

By: 
Print Name: _____
Its: Vice President

PLEASANT COMPANY, INC. [Assignee]

By: 
Print Name: ANTHONY L. SIMMS
Its: VICE PRESIDENT - FINANCE

Schedule A
UNITED STATES TRADEMARK REGISTRATIONS

<i>Trademark</i>	<i>App./Reg. No.</i>	<i>Status</i>
AMERICAN GIRL	REG. No. 1,269,348	REGISTERED
AMERICAN SPIRIT	REG. No. 1,312,428	REGISTERED