



Lynn M. Eichelberger
Paralegal

Sears Intellectual Property Management Company
3333 Beverly Road, B6-347B
Hoffman Estates, Illinois 60179
Telephone: (847) 286-5696
Facsimile: (847) 286-3379
leichel@sears.com

VIA FACSIMILE ONLY TO: 703-306-5995
TOTAL NO. OF PAGES: 4

June 5, 2003

ASSIGNMENT DIVISION
Commissioner of Patents and Trademarks
1213 Jeff Davis Highway
Suite 300
Arlington, VA 22202

Attention: Shareill Coles, Examiner

Re: Document ID No.: 900000494
Recordation of Trademark: BRIDGEWATER
Serial No.: 78153859

Dear Commissioner:

Please record the resubmitted assignment document for the above-referenced trademark. The new cover sheet information for recordation is listed below:

Submission Type: Resubmitted Assignment
Document ID No.: 900000494
Conveying Party: Sears, Roebuck and Co.
(a New York corporation)
3333 Beverly Road, Hoffman Estates, Illinois, 60179
Execution Date: January 1, 2003
Receiving Party: Orchard Supply Hardware Corporation
(a Delaware corporation)
6450 Via Del Oro, San Jose, California, 95119
Trademark: BRIDGEWATER
Serial No.: 78153859

Please address correspondence to:

Andrea K. Cannon, Esq.
Sears Intellectual Property Management Company
3333 Beverly Road, B6-363B
Hoffman Estates, IL 60179
Telephone: (847) 286-1435
Facsimile: (847) 286-3379
Email: trademrk@sears.com

Sears' Deposit Account No. 501849 with the U.S. Patent and Trademark Office indicate the recording fee of \$40.00 was processed on June 4, 2003.

If you require further information, please contact me.

Respectfully submitted,



Lynn M. Eichelberger

Enclosures

ASSIGNMENT OF TRADEMARK

This agreement ("Agreement") is effective January 1, 2003.

WHEREAS Sears, Roebuck and Co. ("Assignor"), a New York corporation with offices at 3333 Beverly Road, Hoffman Estates, Illinois, 60179, has adopted and used the trademark shown in Exhibit A hereto in its retail business;

AND WHEREAS Orchard Supply Hardware Corporation ("Assignee") (collectively referred to as the "Parties"), a Delaware corporation with offices at 6450 Via Del Oro, San Jose, California, 95119, is desirous of acquiring the trademark shown in Exhibit A ("Trademark"), application for registration of the Trademark, and the goodwill associated with the Trademark;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all rights, title and interest in and to the Trademark listed on the attached Exhibit A, any other registrations and applications for registration of the Trademark, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademark, all claims for damages by reason of past, present and future infringement of the Trademark and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business symbolized by the Trademark.

This Agreement is accepted and agreed by the Parties.

SEARS, ROEBUCK AND CO.

By: Lynn Hudson Boone

Name: Lynn Hudson Boone

Title: Assistant Secretary

Date: May 21, 2003

ORCHARD SUPPLY HARDWARE CORPORATION

By: Michael W. Clark

Name: Michael W. Clark

Title: Vice President and General Merchandise Manager

Date: MAY 28, 2003

EXHIBIT A

January 1, 2003 Agreement between Sears, Roebuck and Co. and Orchard Supply Hardware Corporation.

Mark	Application No.	Class	Goods
BRIDGEWATER	78/153,859	11	Faucets.