

04-23-2003



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **4-2103**
Ames Merchandising Corporation, a subsidiary
of Ames Department Stores, Inc., and successor
in interest to Hills Department Stores
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

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
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Wisconsin
 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

OFFICE OF FUEL OIL RECORDS
2003 APR 21 AM 9:57
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction to Doc. Execution Date
Execution Date: April 8, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

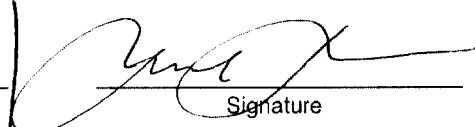
B. Trademark Registration No.(s) 1,269,348
1,312,428
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: Bob Steinberg, Esq.
Internal Address: Latham & Watkins LLP

Street Address: 633 West Fifth Street
Suite 4000
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
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Rachel Pinto  April 15, 2003
Name of Person Signing Signature Date
EC00PER 00000075 1269348
Total number of pages including cover sheet, attachments, and document: 11

04/22/2003
01 FC:8521
02 FC:8522

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

TRADEMARK
REEL: 002715 FRAME: 0970

12-11-2002

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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

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

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

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Wisconsin 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

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

Additional number(s) attached Yes No

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 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

Katherine A. Myers Signature

November 19, 2002 Date

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

12/10/2002 6TGM11 00000204 1269348

01 FC:8521 02 FC:8522

40.00 25.00

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

TRADEMARK REEL: 002715 FRAME: 0971

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of April 8, 2003, by and between Ames Merchandising Corporation, a subsidiary of Ames Department Stores, Inc., a Delaware 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: David H. Luss
Print Name: _____
Its: Vice President

PLEASANT COMPANY, INC. [Assignee]

By: [Signature]
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

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of ^{NOVEMBER} October 13, 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.

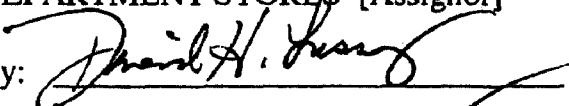
II. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file its own name applications for trademark and/or service marks, domain names, patent and copyright registration in the United States and foreign jurisdictions in connection with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

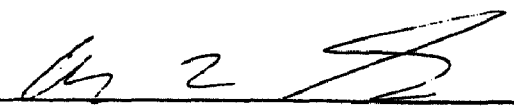
make available any and all records and materials, and perform all other acts necessary to effect, perfect or evidence the assignment set forth above and evidence the prior use of the Marks.

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