

FORM PTO-1094 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 8/30/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

920538-95679

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Montgomery Ward, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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

2. Name and address of receiving party(ies):

Name: Direct Marketing Services, Inc.

Internal Address: _____

Street Address: 2245 S. Michigan Avenue

City: Chicago State: IL ZIP: 60616

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 25, 2004

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

See Trademark Schedule Attached

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

Name: Glenn W. Ohlson

Internal Address: Barnes & Thornburg LLP

Street Address: PO Box 2786

City: Chicago State: IL ZIP: 60690-2786

6. Total number of applications and registrations involved:..... **10**

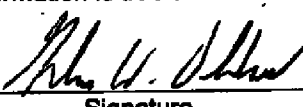
7. Total fee (37 CFR 3.41):.....\$ \$265.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-0913

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.

Glenn W. Ohlson  May 7, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **3**

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

700083346

TRADEMARK
REEL: 002849 FRAME: 0480

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TRADEMARK SCHEDULE

MARK	REGISTRATION NUMBER	GOODS/SERVICES
AUTO EXPRESS	1,546,833	Retail automotive store services
AUTO EXPRESS	1,277,384	Automotive repair and maintenance services
GOLD'N GEMS	1,618,665	Retail store, mail order, and distribution services for jewelry
COLOR CONNECTION	1,867,017	window coverings, namely, window shades and blinds; curtains, swags, valances and draperies made of fabric
COLOR CONNECTION	1,795,052	blankets, comforters, sheets, pillowcases, pillow shams, dust ruffles, bedspreads, towels, shower curtains, tablecloths
SLEEP CONNECTION	2,454,892	Pillows, pillow covers, mattress pads, mattress covers, bed sheets, comforters, and bed blankets
HOME IDEAS	1,512,141	Retail department store services
KIDS STORE & DESIGN	1,558,564	Retail department store services
KIDS STORE (stylized)	1,558,561	Retail department store services
YOU CAN'T SHOP SMARTER THAN WARDS	2,413,019	Retail department store services

TRADEMARK QUIT CLAIM ASSIGNMENT

This assignment, made and effective as of March 25, 2004, by and between Montgomery Ward, LLC, a Delaware limited liability company, having an office in care of NHB Assignments, LLC at 822 Montgomery Avenue, Suite 204, Narberth, PA 19072, and Direct Marketing Services, Inc., an Illinois corporation, having its principal place of business at 2245 South Michigan Avenue, Chicago, IL 60616.

WHEREAS, Montgomery Ward, LLC may have acquired certain rights to, may have adopted and used, and may be the owner of the trademarks listed on the attached schedule;

WHEREAS, Direct Marketing Services, Inc. desires to acquire any rights that Montgomery Ward LLC may have in such trademarks.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Montgomery Ward, LLC hereby assigns, sells, and transfers to Direct Marketing Services, Inc., on a quit claim basis, any and all of its right, title, and interest in and to any trademarks, United States registrations, and any unregistered marks identified on the attached schedule, and any and all of its right, title, and interest in and to the marks to which the registrations pertain, and in and to any unregistered marks, together with the goodwill of the business associated with the marks, and the right to sue for past infringement of each of such marks.

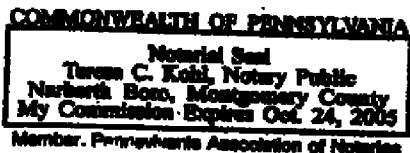
MONTGOMERY WARD, LLC

By: NHB Assignments, LLC, as Plan Administrator

By: John L. Palmer
John L. Palmer, Managing Director

Commonwealth of Pennsylvania)
County of Montgomery) SS

On this 30 day of April 2004, before me appears John L. Palmer the person who signed this instrument and who acknowledged that he signed it on behalf of Montgomery Ward, LLC with authority to do so.



Theresa C. Kohl
Notary Public
My Commission Expires

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