

FORM PTO-1694 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2006)  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:

920538-95679

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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 names(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)

1,170,705  
1,258,963  
2,210,957

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:..... 3

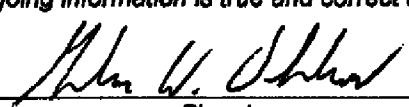
7. Total fee (37 CFR 3.41):.....\$ \$90.00

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 5

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

**TRADEMARK**  
REEL: 002849 FRAME: 0539

700083344

CH \$90.00 120913 1170705

### **U.S. Trademark Assignment**

This assignment is 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 has adopted and used and, to the best of its knowledge, has good and marketable title to, and is the owner of, the trademarks listed on the attached schedule;

WHEREAS, Montgomery Ward, LLC warrants that, to the best of its knowledge, it is the sole owner of all right, title and interest in U.S. Trademark Registrations listed on the attached schedule; and

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. all right, title, and interest in and to U.S. Trademark Registrations on the attached schedule, and all its right, title, and interest to the trademarks on the attached schedule, together with the goodwill of the business associated with the marks, and the right to sue for past infringement of the marks.

[SIGNATURE PAGES FOLLOW]

**MONTGOMERY WARD, LLC**

**By: NHB Assignments, LLC, as Plan  
Administrator**

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

[SIGNATURE PAGE TO U.S. TRADEMARK ASSIGNMENT]

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.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Thomas C. Kohl, Notary Public  
Northwest Boro, Montgomery County  
My Commission Expires Oct. 24, 2005  
Member, Pennsylvania Association of Notaries

Thomas C. Kohl  
Notary Public  
My Commission Expires

[NOTARY PAGE TO U.S. TRADEMARK ASSIGNMENT]

**TRADEMARK SCHEDULE**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>GOODS/SERVICES</b>
<b>MONTGOMERY WARD</b>	<b>1,170,705</b>	<b>Retail department store and mail order services</b>
<b>MONTGOMERY WARD (Stylized)</b>	<b>1,258,963</b>	<b>Retail department store and mail order services</b>
<b>WARDS</b>	<b>2,210,957</b>	<b>Retail department store services</b>