

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiegel, Inc.		07/16/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Spiegel Catalog Holdings Corporation
Street Address:	711 Third Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1445296	ADAM SPENCER
Registration Number:	1447641	ALAN MICHAELS
Registration Number:	2383650	BLUSHE BY SPIEGEL
Registration Number:	1871948	BOUTIQUE EUROPA
Registration Number:	1815873	BOUTIQUE EUROPA
Registration Number:	1588863	CHRISTMAS GUARANTEED
Registration Number:	1891553	ELEMENTS EXCLUSIVELY SPIEGEL
Registration Number:	2244044	ELEMENTS OF DESIRE
Registration Number:	1564685	FOR YOU FROM SPIEGEL
Registration Number:	0873854	HONEYBEE
Registration Number:	0838413	HONEYBEE THE EINBENDER CASUAL
Registration Number:	1494231	INHOME
Registration Number:	2155463	MODA SPIEGEL
Registration Number:	1464646	OAKBROOK

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Registration Number:	2116392	ONVIEW
Registration Number:	2434322	ONVIEW HOME
Registration Number:	1756156	PARADOX
Registration Number:	1863192	PARADOX
Registration Number:	0831850	PRIVATE LIFE
Registration Number:	1279922	PRIVATE LIVES
Registration Number:	1342543	PRIVATE LIVES
Registration Number:	2753634	S MADE EXCLUSIVELY FOR SPIEGEL CATALOG, INC.
Registration Number:	2304757	SENSUAL HOME
Registration Number:	2437259	SHOPPING AT THE SPEED OF LIFE
Registration Number:	2139476	SHOPPING AT THE SPEED OF LIFE
Registration Number:	1339154	SPIEGEL
Registration Number:	1840600	SPIEGEL
Registration Number:	1496715	SPIEGEL
Registration Number:	2717759	SPIEGEL E MARKET
Registration Number:	2584963	SPIEGEL INCENTIVES
Registration Number:	1442086	THE FINER THINGS
Registration Number:	2554891	THE SPIEGEL GROUP
Registration Number:	2471411	THE SPIEGEL GROUP LIFESTYLE RETAILERS
Registration Number:	1443315	TOFFS

CORRESPONDENCE DATA

Fax Number: (212)972-5487
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-687-2770
Email: docket@cplplaw.com
Correspondent Name: Cohen, Pontani, Lieberman & Pavane
Address Line 1: 551 Fifth Avenue
Address Line 2: Suite 1210
Address Line 4: New York, NEW YORK 10176

ATTORNEY DOCKET NUMBER:	5539-0
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NAME OF SUBMITTER:	Edward M. Weisz
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Total Attachments: 8
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ASSIGNMENT OF U.S. TRANSFERRED INTELLECTUAL PROPERTY

This ASSIGNMENT OF U.S. TRANSFERRED INTELLECTUAL PROPERTY (this "Assignment"), effective the 16 day of July, 2004, is made and entered into by and between Spiegel, Inc. ("Spiegel"), a Delaware Corporation, Spiegel Catalog, Inc. ("Catalog"), a Delaware corporation, Spiegel Publishing Co. ("Publishing"), an Illinois corporation, Spiegel Catalog Services, LLC ("LLC"), and together with Spiegel, Catalog and Publishing, the "U.S. Assignors"), an Ohio limited liability corporation, and Spiegel Catalog Holdings Corporation, a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Spiegel, Inc. is the owner of the Spiegel Name and Catalog, Publishing and LLC are the owners of that portion of the Transferred Intellectual Property owned by the U.S. Assignors (the "U.S. Transferred Intellectual Property"), including but not limited to the patents and patent applications set forth on Schedule A hereto, (ii) the copyright registrations and copyright applications set forth on Schedule B hereto, (iii) the trademark registrations, trademark applications, including those pending trademarks filed as intent-to-use applications (the "ITU Marks"), and any and all goodwill symbolized thereby, set forth on Schedule C hereto and the domain name registrations set forth on Schedule D hereto;

WHEREAS, the U.S. Assignors have a *bona fide* intent to use the ITU Marks in connection with the goods and/or services for which each application for an ITU Mark has been filed;

WHEREAS, the U.S. Assignors, Spiegel Group Teleservices-Canada, Inc. and Spiegel Catalog International Limited entered into that certain Amended and Restated Stock and Asset Purchase Agreement dated as of June 7, 2004 (the "Purchase Agreement"), pursuant to which the U.S. Assignors agreed to transfer the U.S. Purchased Assets to Assignee, including all of the U.S. Assignors' right, title and interest in and to the Spiegel Name, the U.S. Transferred Intellectual Property, and that portion of the U.S. Assignors' business in which the U.S. Assignors have a *bona fide* intent to use the ITU Marks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

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

1. Assignment. Effective upon the Contribution Closing, the U.S. Assignors hereby assign to Assignee all of the U.S. Assignors' right, title and interest in and to the Spiegel Name and the U.S. Transferred Intellectual Property, including all rights therein provided by international conventions and treaties, the right to sue for past, present and future infringement, and goodwill incorporated or embodied in, used to develop, or related to the Spiegel Name and the U.S. Transferred Intellectual Property.

2. No Warranties. Except as expressly provided in the Purchase Agreement, U.S. Assignors make no warranties, express or implied, with respect to the Spiegel Name or U.S. Transferred Intellectual Property.

3. Registrant Name Change Agreement. Within thirty (30) days following the Contribution Closing, the U.S. Assignors shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each domain name included in the U.S. Transferred Intellectual Property (the "Registering Authority") to transfer such domain names to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such domain names to Assignee on an expedited basis.

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4. Further Assurances. The U.S. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Spiegel Name and to the U.S. Transferred Intellectual Property, and shall not enter into any agreement in conflict with this Assignment. The U.S. Assignors agree to assist Assignee in every legal way to evidence, record and perfect the assignment set forth in Section 1 hereof and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure the U.S. Assignors' signatures to any document it is entitled to under this Section 4, the U.S. Assignors hereby irrevocably designate and appoint Assignee, its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of the U.S. Assignors, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the U.S. Assignors.

5. Moral Rights; Competition; Marketing. To the extent allowed by law, the assignment of the Spiegel Name and the U.S. Transferred Intellectual Property in Section 1 hereof includes all rights of integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively, "Moral Rights"). To the extent the U.S. Assignors retain any such Moral Rights under applicable law, the U.S. Assignors hereby ratify and consent to, and provide all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee and the U.S. Assignors agree not to assert any Moral Rights with respect thereto. The U.S. Assignors will confirm any such ratifications, consents and agreements from time to time as requested by Assignee. The U.S. Assignors also agree not to sue or challenge in any manner, the validity of the assignment set forth in this Assignment and Assignee's rights to the U.S. Transferred Intellectual Property.

6. Governing Law. This Assignment shall be governed by and construed in accordance with, the Laws of the State of New York. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the personal jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions

contemplated thereby (and agrees not to commence any litigation relating thcreto except in the Bankruptcy Court).

7. Counterparts. This Assignment may be excuted and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

NYDOC502/690258.7

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

SPIEGEL, INC.

By: James M. Brewster
Name: James M. Brewster
Title: Vice President

SPIEGEL CATALOG, INC.

By: James M. Brewster
Name: James M. Brewster
Title: Vice President

SPIEGEL PUBLISHING CO.

By: James M. Brewster
Name: James M. Brewster
Title: Vice President

SPIEGEL CATALOG SERVICES, LLC

By: James M. Brewster
Name: James M. Brewster
Title: Vice President

SPIEGEL CATALOG HOLDINGS CORPORATION

By: James M. Brewster
Name: James M. Brewster
Title: Vice President

NYDOC 802/600258

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
Orario	USA	2418468	01/02/01	75/790013	09/23/99	Registered
Reflections by Spiegel	USA	2418065	01/02/01	75/545430	09/01/98	Registered
RR (and Design)	USA	2384033	09/05/00	2384033	09/05/00	Registered
Spiegel	USA	2357704	06/13/00	75/784327	08/26/99	Registered
Spiegel.com	USA	2387639	09/19/00	75/784329	08/26/99	Registered
Spiegeltronics	USA	2346491	05/02/00	75/504544	07/16/98	Registered
The Kid's Resource	USA	2513324	11/27/01	75/855161	12/09/99	Registered
The Kids' Resource	USA	2640440	10/22/02	75/910577	01/31/00	Registered
World of My Own	USA	2119576	12/09/97	75/196856	11/12/96	Registered

2. Trademark Registrations and Applications Owned by Spiegel, Inc.

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
Adam Spencer	USA	1445296	06/30/87	626504	10/23/86	Registered
Alan Michaels	USA	1447641	07/14/87	626509	10/23/86	Registered
Blushe by Spiegel	USA	2383650	09/05/00	75/372254	10/14/97	Registered
Boutique Europa	USA	1871948	01/03/95	74/313591	10/14/02	Registered
Boutique Europa	USA	1815873	01/11/94	74/362600	03/01/93	Registered
Christmas Guaranteed	USA	1588863	03/27/90	73/822283	08/28/89	Registered
Elements	Mexico	684344	08/22/00	443142	08/22/00	Registered
Elements	Mexico	629516	03/30/01	443143	08/22/00	Registered
Elements	Mexico	685678	08/22/00	443147	08/22/00	Registered

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
Elements Exclusively Spiegel	USA	1891553	04/35/95	74/360901	02/22/93	Registered
Elements of Desire	USA	2244044	05/04/99	75/436869	02/19/98	Registered
For You From Spiegel	USA	1564685	11/07/89	785222	03/07/89	Registered
Honeybee (and Design)	USA	873854	07/29/69	309047	10/07/68	Registered
Honeybee and the Einbender Casual Design	USA	838413	11/07/67	209695	01/11/65	Registered
InHome	USA	1494231	06/28/88	696394	11/19/97	Registered
Moda Spiegel	USA	2155463	05/05/98	75/111821	05/30/96	Registered
Oakbrook	USA	1464646	11/10/87	608794	07/10/86	Registered
Onview	USA	2116392	11/25/97	75/230406	01/22/97	Registered
Onview Home	USA	2434322	03/06/01	75/979927	10/14/97	Registered
Paradox	USA	1756156	03/02/93	74/082692	07/23/90	Renewed
Paradox	USA	1863192	11/15/94	74/368687	03/17/93	Registered
Private Life	USA	831850	07/11/67	831850	07/19/62	Registered
Private Lives	USA	1279922	05/29/84	342715	12/21/81	Registered
Private Lives	USA	1342543	06/18/85	465259	02/13/84	Registered
S Made Exclusively for Spiegel Catalog, Inc.	USA	2753634	08/19/03	76/123205	10/06/00	Registered
Sensual Home	USA	2304757	12/28/99	75/435144	02/17/98	Registered
Shopping at the Speed of Life	USA	2437259	03/20/01	76037375	05/01/00	Registered

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
Shopping at the Speed of the Life	USA	2139476	02/24/98	75/016965	10/19/95	Registered
Spiegel	Bolivia	62413-C	11/01/96	1263	03/27/95	Registered
Spiegel	Bolivia	62417-C	11/01/96	1264	03/27/95	Registered
Spiegel	Canada	TMA520811	12/21/99	796947	11/09/95	Registered
Spiegel	Colombia	179238	08/31/95	95018304	05/03/95	Registered
Spiegel	Colombia	179239	08/31/95	95018303	05/03/95	Registered
Spiegel	Ecuador	218296	11/13/96	55522	03/24/95	Registered
Spiegel	Ecuador	218196	11/13/96	55521	03/24/95	Registered
Spiegel	Korea, the Republic	437995	01/15/99	40829/1997	09/22/97	Registered
Spiegel	Korea, the Republic	426,138	10/22/98	40830/1997	09/22/97	Registered
Spiegel	Mexico	428,905	08/25/92	148,222	08/25/92	Registered
Spiegel	Mexico	486134	02/03/94	189847	02/03/94	Registered
Spiegel	Mexico	459,588	08/25/92	148,223	08/25/92	Registered
Spiegel	Mexico	196,013	04/13/94	196,013	04/13/94	Registered
Spiegel	Panama	091130	11/20/97	91130	11/20/97	Registered
Spiegel	Paraguay	247166	06/07/02	11645-98	06/05/98	Registered
Spiegel	Russian Federation	147478	04/20/95	95,704,482	4/20/95	Registered
Spiegel	USA	1339154	06/04/85	463727	02/02/84	Registered
Spiegel	USA	1840600	06/21/94	74/387194	05/05/93	Registered
Spiegel	Canada	520730	12/17/99	796945	11/09/95	Registered
Spiegel	Mexico	692517	03/30/01	443145	08/22/00	Registered
Spiegel	Mexico	685677	08/22/00	443146	08/22/00	Registered

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Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
Spiegel	Mexico	684345	08/22/00	443144	08/22/00	Registered
Spiegel (and design)	Colombia	240906	09/04/01	00086472	11/14/00	Registered
Spiegel (and design)	USA	1496715	07/19/88	630313	11/14/86	Registered
Spiegel (signature design)	Russian Federation	210725	04/10/02	2000718953	07/26/00	Registered
Spiegel eMarket (and design)	USA	2717759	05/20/03	76/028851	04/19/00	Registered
Spiegel Incentives	USA	2584963	06/25/02	76/228675	03/23/01	Registered
The Finer Things	USA	1442086	06/09/87	626488	10/23/86	Registered
The Spiegel Group	USA	2554891	04/02/02	76/015859	04/03/00	Registered
The Spiegel Group Lifestyle Retailers (and Design)	USA	2471411	07/24/01	76/029020	04/19/00	Registered
Toffs	USA	1443315	06/16/87	626495	10/23/86	Registered

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19