

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 Catalog, 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: 19

Property Type	Number	Word Mark
Registration Number:	2317265	BABY ELEMENTS
Registration Number:	2474567	BARE LUXURY
Registration Number:	1658093	CLIFFORD & WILLS
Registration Number:	1320047	CLIFFORD & WILLS
Registration Number:	1841377	CW
Registration Number:	2433558	CW CLIFFORD & WILLS
Registration Number:	2454185	DECORATING WITH UNIQUE STYLE
Registration Number:	2276761	DETAILS MAKE THE DIFFERENCE
Registration Number:	2391735	LIFESTYLE RESOURCE FOR THE WORKING WOMAN
Registration Number:	2267918	LIFESTYLE RETAILERS
Registration Number:	2458101	MAURIZIO COLLECTIONS
Registration Number:	2418468	ORARIO
Registration Number:	2418065	REFLECTIONS BY SPIEGEL
Registration Number:	2384033	RR

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Registration Number:	2357704	SPIEGEL
Registration Number:	2387639	SPIEGEL.COM
Registration Number:	2346491	SPIEGELTRONICS
Registration Number:	2513324	THE KID'S RESOURCE
Registration Number:	2119576	WORLD OF MY OWN

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
NAME OF SUBMITTER:	Edward M. Weisz

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.

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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

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

7. Counterparts. This Assignment may be executed 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.

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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

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SECTION 3.08(a)(i) - TRANSFERRED INTELLECTUAL PROPERTYIntellectual Property Registrations and Applications1. Trademark Registrations and Applications Owned by Spiegel Catalog, Inc.

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
Baby Elements	USA	2317265	02/08/00	75/519746	07/16/98	Registered
Barc Luxury	USA	2474567	07/31/01	78/000001	03/20/00	Registered
Clifford & Wills	Japan	4711594	09/19/03	2002-109329	12/25/02	Pending
Clifford & Wills	USA	1658093	09/24/91	74102806	10/03/90	Registered
Clifford & Wills	USA	1320047	02/12/85	73/466356	02/02/84	Registered
CW	Canada	454951	03/08/96	700775	03/13/92	Registered
CW	Canada	TMA460626	08/02/96	700822	03/13/92	Registered
CW	USA	1841377	06/21/94	74/250445	08/02/96	Registered
CW Clifford & Wills	Canada	701063	03/17/92	701063	03/17/92	Registered
CW Clifford & Wills	Australia			841716	07/04/00	Pending
CW Clifford & Wills	Mexico	770488	11/27/02	443357	08/22/00	Registered
CW Clifford & Wills	Mexico	691789	08/22/00	443358	08/22/00	Registered
CW Clifford & Wills	Taiwan	143309	06/01/01	89022305	04/21/00	Registered
CW Clifford & Wills (new logo)	Canada	496633	06/23/98	785024	06/13/95	Registered
CW Clifford & Wills (new logo)	European Community	186460	04/01/96	186460	04/01/96	Registered

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Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
CW Clifford & Wills (new logo)	European Community	1627397	07/23/01	001 627 397	04/26/00	Registered
CW Clifford & Wills (new logo)	Japan	3332275	07/18/97	7-075486	07/26/95	Registered
CW Clifford & Wills (new logo)	USA	2433558	03/06/01	76/003530	03/18/00	Registered
CW Clifford & Wills (old logo)	Chile	509154	04/02/98	388950	08/29/97	Registered
CW Clifford & Wills (old logo)	China	767662	09/20/95	93122424	12/16/93	Registered
CW Clifford & Wills (old logo)	China	767642	09/20/95	93122425	12/16/93	Registered
CW Clifford & Wills (old logo)	China	800574	12/20/95	93122422	12/16/93	Registered
CW Clifford & Wills (old logo)	China	787343	10/27/95	93122426	12/16/93	Registered
CW Clifford & Wills (old logo)	China	783316	10/13/95	93122423	12/16/93	Registered
CW Clifford & Wills (old logo)	Japan	3168638	06/28/96	5-080924	09/04/93	Registered
CW Clifford & Wills (old logo)	Japan	3180822	07/31/96	5-080925	08/04/93	Registered
CW Clifford & Wills (old logo)	Japan	3168639	06/28/96	5-080926	08/04/93	Registered
CW Clifford & Wills (old logo)	Japan	3180823	07/31/96	5-080927	08/04/93	Registered
CW Clifford & Wills	Japan	3175541	07/31/96	5-080923	08/04/93	Registered
CW Clifford & Wills (old logo)	Mexico	474647	07/20/94	205955	07/20/94	Registered
CW Clifford & Wills (old logo)	Mexico	474648	07/20/94	205957	07/20/94	Registered

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Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status
CW Clifford & Wills (old logo)	Mexico	507731	07/20/94	205952	07/20/94	Registered
CW Clifford & Wills (old logo)	Mexico	474143	07/20/94	205953	07/20/94	Registered
CW Clifford & Wills (old logo)	Mexico	486557	07/20/94	205954	07/20/94	Registered
CW Clifford & Wills (old logo)	Mexico	474144	07/20/94	205956	07/20/94	Registered
CW Clifford & Wills (old logo)	Portugal	293933	11/07/94	293933	08/11/93	Registered
CW Clifford & Wills (old logo)	Portugal	293937	11/07/94	293937	08/11/93	Registered
CW Clifford & Wills (old logo)	Portugal	293936	11/07/94	293936	08/11/93	Registered
CW Clifford & Wills (old logo)	Portugal	293935	11/07/94	293935	08/11/93	Registered
CW Clifford & Wills (old logo)	Portugal	293934	11/07/94	293934	08/11/93	Registered
CW Clifford & Wills (old logo)	Portugal	293938	11/07/94	293938	08/11/93	Registered
CW Clifford & Wills (old logo)	Switzerland	415605	07/29/93	9458/1993.0	07/29/93	Registered
Decorating with Unique Style	USA	2454185	05/22/01	75/979935	07/13/98	Registered
Details Make the Difference	USA	227671	09/07/99	75/466996	04/13/98	Registered
Lifestyle Resource for the Working Woman	USA	2391735	10/03/00	75/858442	11/29/99	Registered
Lifestyle Retailers	USA	2267918	08/03/99	75/498215	06/08/98	Registered
MULTIZIO Collections	USA	2458101	06/05/01	75/661135	03/16/99	Registered

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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