TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STEARNS PACKAGING CORPORATION		09/23/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	SEARS BRANDS, LLC
Street Address:	3333 Beverly Road
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60179
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2603010	PLUS

CH $40.00 2603010

CORRESPONDENCE DATA

Fax Number: (847)286-3379
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 847286-9041
Email: trademrk@sears.com
Correspondent Name: AMANDA PECCHIONI THOMPSON
Address Line 1: 3333 Beverly Road
Address Line 2: B6-235A
Address Line 4: Hoffman Estates, ILLINOIS 60179

NAME OF SUBMITTER:	Lynn Eichelberger
Signature:	/Lynn Eichelberger/
Date:	01/13/2005

Total Attachments: 2
source=PLUS Page 1#page1.tif
source=PLUS Page 2#page1.tif

EXHIBIT A

Trademark Assignment

This Trademark Assignment ("**Trademark Assignment**") is made effective and entered into as of this 23rd day of September, 2004 ("**Effective Date**"), by and between Stearns Packaging Corporation, a Wisconsin corporation, having an address at 4200 Sycamore Avenue, Madison, WI 53704 ("**Stearns Packaging**") and Sears Brands LLC, an Illinois limited liability company, having an address at 3333 Beverly Road, B6-223A, Hoffman Estates, Illinois 60179 ("**Sears Brands**"). Stearns Packaging and Sears Brands hereinafter may be referred to individually as a "**party**" and collectively as the "**parties**."

RECITALS

A. Since at least as early as January 18, 2002, Stearns Packaging has used the trademark, trade name, trade style, and/or designation PLUS (the "**Mark**") for laundry detergent.

B. Stearns Packaging is the owner of U.S. Trademark Registration No. 2,603,010 issued July 30, 2002 for the mark PLUS for "laundry detergent" in International Class 03 (the "**Registration**").

C. Stearns Packaging and Sears Brands' Related Party, Sears Intellectual Property Management Company, an Illinois corporation, having an address at 3333 Beverly Road, B6-223A, Hoffman Estates, Illinois 60179, have entered into an Agreement executed and delivered concurrently herewith, pursuant to which Stearns Packaging agrees to transfer to Sears Brands all right, title and interest in and to the Registration and the Mark and all goodwill associated therewith and to which this Trademark Assignment is an attached Exhibit (the "**Agreement**").

D. Capitalized terms that are used in this Trademark Assignment without separate definition shall have the meanings specified in the Agreement.

NOW THEREFORE, in consideration the foregoing Recitals, which are incorporated by reference into this Trademark Assignment, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, which are incorporated herein by this reference, the parties agree as follows:

ASSIGNMENT

1. Stearns Packaging hereby assigns, transfers, and delivers to Sears Brands all of its rights, title and interest in and to the Registration and Mark together with all of the goodwill associated with and identified thereby, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "**Assets**"), the Assets to be held and enjoyed by Sears Brands, for its own use, and for the use of its Related Parties and/or other successors, assigns or other legal representatives, as fully and entirely as the same would have been enjoyed by Stearns Packaging, had this Trademark Assignment not been made.

2. Stearns Packaging agrees that the Assets as defined herein include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Registration or Mark, including without limitation, the right to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Registration or Mark, and to recover and

hold all damages, profits and other compensation arising from such third party's unlawful acts which may have occurred prior to the Effective Date of this Trademark Assignment.

3. Nothing in this Trademark Assignment shall be deemed to limit, expand or otherwise modify any representation, warranty or covenant set forth in the Agreement.

4. This Trademark Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Trademark Assignment may be executed by facsimile signatures, each of which shall constitute an original signature. The person signing below on behalf of Stearns Packaging represents, warrants and covenants that he/she has the authority to execute this Trademark Assignment on behalf of Stearns Packaging and has full legal power and authority to enter into and perform this Trademark Assignment in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the Effective Date set forth above.

Stearns Packaging Corporation

By: _____
Name: JOHN B. EVERITT
Title: PRESIDENT

State of Wisconsin)
) ss.
County of Dane)

The foregoing Trademark Assignment was subscribed and sworn to before me this 23rd day of September, 2004, by John B. Everitt as President of Stearns Packaging Corporation.

Witness my hand and official seal

My commission ~~expires:~~ is permanent.

_____
Notary Public

Accepted and Agreed To:

Sears Brands LLC

By: _____
Name: Rebecca B. Lederhouse
Title: Assistant Secretary
Date: Sept. 30, 2004

By: _____
Name: Lynn Hudson Boone
Title:
Date: