

TRADEMARK ASSIGNMENT

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900042689

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Spiegel Catalog Holdings Corporation</td><td></td><td>01/24/2006</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Spiegel Catalog Holdings Corporation		01/24/2006	CORPORATION: DELAWARE	
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Spiegel Catalog Holdings Corporation		01/24/2006	CORPORATION: DELAWARE						
RECEIVING PARTY DATA									
Name:	9013-0501 Quebec Inc.								
Street Address:	619 LeBreton, Longueuil								
City:	Quebec								
State/Country:	CANADA								
Postal Code:	J4G 1R9								
Entity Type:	CORPORATION: CANADA								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>1756156</td><td>PARADOX</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	1756156	PARADOX			
Property Type	Number	Word Mark							
Registration Number:	1756156	PARADOX							
CORRESPONDENCE DATA									
Fax Number:	(303)473-2720								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	303-473-2710								
Email:	docket@hollandhart.com								
Correspondent Name:	Scott S. Havlick								
Address Line 1:	555 Sevanteenth Street, Suite 3200								
Address Line 2:	P.O. Box 8749								
Address Line 4:	Denver, COLORADO 80201								
ATTORNEY DOCKET NUMBER:	47407.0011								
DOMESTIC REPRESENTATIVE									
Name:	Scott S. Havlick								
Address Line 1:	555 Seventeenth Street, Suite 3200								

OP \$40.00 1756156

Address Line 2: P.O. Box 8749	
Address Line 4: Denver, COLORADO 80201	
NAME OF SUBMITTER:	Scott S. Havlick
Signature:	/Scott Havlick/
Date:	02/22/2006
Total Attachments: 6 source=agreemen#page1.tif source=agreemen#page2.tif source=agreemen#page3.tif source=agreemen#page4.tif source=agreemen#page5.tif source=agreemen#page6.tif	

This **TRADEMARK PURCHASE AGREEMENT** is entered into between Spiegel Catalog Holdings Corporation, a Delaware Corporation, having its head office at 711 Third Avenue 4th Floor New York New York 10017 (the "Seller") and 9013-0501 Québec Inc., a Quebec corporation having its head office at 619 LeBreton, Longueuil, Québec J4G 1R9 (the "Purchaser") on this 24 of January, 2006.

WHEREAS the Seller is the beneficial and registered owner of the trademark PARADOX, registered under No. 1,756,156 with the United States Patent and Trademark Office ("USPTO") on March 2, 1993 in association with clothing; namely, coats, jackets, suits, skirts, pants, shorts, sweaters, cardigans, T-shirts, blouses, shirts, vests, and dresses (the "Trademark");

WHEREAS the Purchaser desires to purchase all of the Seller's rights, title and interest in the Trademark and all goodwill attaching thereto;

WHEREAS the Seller is willing to sell and assign its rights, title and interest in the Trademark and all goodwill attaching thereto to the Purchaser on the terms and conditions herein;

NOW in consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. TRADEMARK PURCHASE

Subject to the terms and conditions of this Agreement, the Seller hereby sells, assigns and transfers to the Purchaser, and the Purchaser hereby purchases from the Seller, free and clear of all liens, the Trademark and all goodwill attaching thereto.

2. PURCHASE PRICE

The purchase price payable by the Purchaser to the Seller for the Trademark and the goodwill attaching thereto is as set out in Schedule A hereto, payable within seven (7) days from the date hereof.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with its purchase of the Trademark:

- 3.1 **Incorporation and Qualification.** The Seller is validly subsisting and in good standing under the laws of its jurisdiction of incorporation, and has the corporate power to own and operate its property and carry on its business and has the corporate power to enter into and perform its obligations under this Agreement.

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- 3.2 **Validity of Agreement.** The execution, delivery and performance by the Seller of this Agreement has been duly authorized by all necessary corporate action on the part of the Seller.
- 3.3 **Restriction on Transfer.** There is no contract or other instrument which could restrict the transfer to the Purchaser of the Trademark.
- 3.4 **Ownership.** The Seller is the legal and beneficial owner of the Trademark and has the exclusive right to use or grant licenses for the use of the Trademark in the United States; the Seller has the right to transfer the Trademark to the Purchaser free and clear of any liens.
- 3.5 **Validity.** To the Seller's knowledge, the registration for the Trademark is valid and subsisting; the Seller has, and to the Seller's knowledge, all of its predecessors in title to the Trademark have, maintained direct or indirect control over the nature and quality of the goods in association with which the Trademark has been used so that the Trademark has not lost its distinctiveness; sufficient public notice has been given that the Seller is the owner of the Trademark and there has never been any use of the Trademark by any franchisees or any other licensed user.
- 3.6 **No Third Party Rights.** No person other than the Seller has any right in the Trademark whether through a license, option, encumbrance or other right.
- 3.7 **Absence of Infringement.** Seller has no notice of, nor is it aware of, any infringement by any person of the Trademark or other rights in the Trademark; the Seller has no notice of any current, pending or threatened trademark opposition proceedings, cancellation or amendment proceedings, or litigation proceedings in respect of the Trademark and the Seller has no knowledge of any basis for the commencement of any such proceedings in respect to the Trademark against any person.
- 3.8 **No Royalties Payable.** No fees, royalties, or other amounts are owing by the Seller to any person with respect to the Trademark or any use of same.

4. COVENANTS

The Seller will not: (i) challenge the registration of the Trademark once this Trademark Purchase Agreement has been recorded with the USPTO; or apply in the United States or in Canada for a trademark identical or confusingly similar to the Trademark.

5. PHASE OUT

- 5.1 **License.** The Purchaser hereby grants to the Seller the limited, non-transferable right to use the Trademark in association with Spiegel Catalog merchandise for the purposes of selling remaining inventory which right shall automatically terminate on August 31, 2006. Purchaser hereby agrees that it

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shall have no claim against Seller, its customers, and the purchasers of the said inventory with respect to the use of the Trademark as it appears on said inventory.

5.2 **Interim Period.** Between the date hereof and August 31, 2006, the Seller will not:

- (i) use, display, advertise or promote the Trademark other than as used, displayed, advertised or promoted by it up to the date hereof;
- (ii) change the nature, nor increase the extent, of advertising and promotion incorporating the Trademark beyond the nature and extent existing prior to the date hereof; or
- (iii) offer to sell, in association with the Trademark, any goods of nature or quality inferior to the nature or quality of the goods that it offers and sells in association with the Trademark as of the date hereof.

5.3 **No further use.** After August 31, 2006, the Seller will not make any use whatsoever in the United States of the Trademark or of any confusingly similar trademark, business name, or corporate name. Upon Purchaser's request after August 31, 2006, Seller shall provide written confirmation to the Purchaser that Seller has ceased all use of the Trademark.

6. INDEMNIFICATION

6.1 **Seller Indemnification.** The Seller shall indemnify and save the Purchaser and its directors, officers, employees and agents harmless of and from any loss, liability, claim, damage or expense (whether or not involving a third-party claim) including reasonable legal and other professional fees, disbursements, expenses, interest and penalties suffered by, imposed upon or asserted against any such indemnified party as a result of, in respect of, connected with, or arising out of, under, or pursuant to:

- (i) any failure of the Seller to perform or fulfil any covenant of the Seller under this Agreement;
- (ii) any breach of any representation or warranty given by the Seller contained in this Agreement; or
- (iii) use by the Seller, its licensees or predecessors in title of the Trademark, including use pursuant to Section 5 hereof.

6.2 **Assistance of Seller.** At the request of the Purchaser, the Seller shall collaborate and provide assistance to the Purchaser in any proceeding resulting from the situations reflected in Section 6.1 at the Seller's own cost and expense.

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- 6.3 **Limit of Liability.** Notwithstanding the foregoing, Seller's total liability for indemnity arising under the circumstances of Section 6.1 including any cost and expense reflected in Section 6.2 shall be limited to the purchase price set forth in Exhibit A.

7. MISCELLANEOUS

- 7.1 **Expenses.** Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement and the transactions contemplated herein and therein shall be paid by the party incurring such expenses.
- 7.2 **Survival.** Sections 3, 4 and 6 of this Agreement shall survive its expiration.
- 7.3 **Third Party Beneficiaries.** The Seller and the Purchaser intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any person, other than the parties to this Agreement and no person, other than the parties to this Agreement, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.
- 7.4 **Amendment.** This Agreement may only be amended or otherwise modified by written agreement executed by the Seller and the Purchaser.
- 7.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and merges all prior discussions and negotiations between them.
- 7.6 **Enurement.** This Agreement shall become effective when executed by the Seller and the Purchaser and after that time shall be binding upon and enure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by any party without the prior written consent of the other parties.
- 7.7 **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.
- 7.8 **No Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall it constitute a continuing waiver unless otherwise expressly permitted.
- 7.9 **Notices.** Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by

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TRADEMARK
REEL: 003272 FRAME: 0329

facsimile or other similar form of recorded communication addressed as follows:

(i) if to the Seller:

James Brewster, COO
Spiegel Brands
711 3rd Avenue, 4th Floor
New York, New York 10017
Fax: 212-986-2769

(ii) if to the Purchaser:

619 LeBreton
Longueuil, Québec
J4G 1R9
Fax: (450) 646-1687

Attention: Alain Nolet, VP Finance

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a business day and such delivery was made prior to 4:00 p.m. (EST) and otherwise on the next business day, or (ii) if transmitted by facsimile or similar means of recorded communication on the business day following the date of transmission. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address.

7.10 **Counterparts.** This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7.11 **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. The parties hereby consent to the exclusive jurisdiction of the courts of the province of Quebec, district of Montreal.

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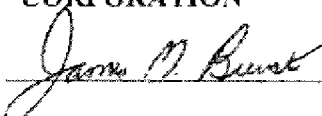
TRADEMARK
REEL: 003272 FRAME: 0330

IN WITNESS WHEREOF the parties have executed this Trademark Purchase Agreement.

**SPIEGEL CATALOG
HOLDINGS
CORPORATION**

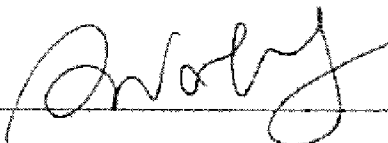
9013-0501 QUÉBEC INC.

Per:



James Brewster
COO

Per:



Alain Nolet
VP Finance