

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEWPORT NEWS HOLDINGS CORPORATION		08/18/2006	CORPORATION: DELAWARE
SPIEGEL ACQUISITION CORP.		08/18/2006	CORPORATION: DELAWARE
SPIEGEL CATALOG HOLDINGS CORPORATION		08/18/2006	CORPORATION: DELAWARE
SPIEGEL GIFT CERTIFICATES SERVICES, LLC		08/18/2006	LIMITED LIABILITY COMPANY: VIRGINIA
NEWPORT NEWS GIFT CERTIFICATES SERVICES, LLC		08/18/2006	LIMITED LIABILITY COMPANY: VIRGINIA
CTC HOLDING CORPORATION		08/18/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DYMAS FUNDING COMPANY, LLC
Street Address:	One North Franklin Street, 35th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	1447641	ALAN MICHAELS
Registration Number:	2317265	BABY ELEMENTS
Registration Number:	2474567	BARE LUXURY
Registration Number:	2383650	BLUSHE BY SPIEGEL
Registration Number:	1871948	BOUTIQUE EUROPA
Registration Number:	1588863	CHRISTMAS GUARANTEED
Registration Number:	1658093	CLIFFORD & WILLS

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Registration Number:	2433558	CW CLIFFORD & WILLS
Registration Number:	2454185	DECORATING WITH UNIQUE STYLE
Registration Number:	1564685	FOR YOU FROM SPIEGEL
Registration Number:	873854	HONEYBEE
Registration Number:	838413	HONEYBEE THE EINBENDER CASUAL
Registration Number:	1494231	INHOME
Registration Number:	2391735	LIFESTYLE RESOURCE FOR THE WORKING WOMAN
Registration Number:	2458101	MAURIZIO COLLECTIONS
Registration Number:	1464646	OAKBROOK
Registration Number:	2434322	ONVIEW HOME
Registration Number:	2418468	ORARIO
Registration Number:	831850	PRIVATE LIFE
Registration Number:	3081039	REALITY DRESSING
Registration Number:	2418065	REFLECTIONS BY SPIEGEL
Registration Number:	2384033	RR
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:	1496715	SPIEGEL
Registration Number:	2717759	SPIEGEL E MARKET
Registration Number:	2584963	SPIEGEL INCENTIVES
Registration Number:	2357704	SPIEGEL
Registration Number:	1339154	SPIEGEL
Registration Number:	1840600	SPIEGEL
Registration Number:	2387639	SPIEGEL.COM
Registration Number:	2346491	SPIEGELTRONICS
Registration Number:	1442086	THE FINER THINGS
Registration Number:	2513324	THE KID'S RESOURCE
Registration Number:	2471411	THE SPIEGEL GROUP LIFESTYLE RETAILERS
Registration Number:	2554891	THE SPIEGEL GROUP
Registration Number:	1443315	TOFFS
Registration Number:	2465672	BUILD YOUR OWN BIKINI
Registration Number:	2793219	CAMI
Registration Number:	2429982	CHINOLOGY
		DESIGNED TO MAKE THE BODY YOU HAVE LOOK LIKE THE

TRADEMARK

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Registration Number:	2540145	BODY YOU WANT
Registration Number:	2431634	EASY STYLE HOME
Registration Number:	2269553	EASY STYLE
Registration Number:	2377550	EASY STYLE
Registration Number:	1596571	FASHION AVENUE
Registration Number:	2454002	FREEDOM TO BE FEMININE
Registration Number:	2343072	JEANOLOGY BASICS
Registration Number:	2448515	JEANOLOGY PERFORMANCE
Registration Number:	2340499	JEANOLOGY STUDIO
Registration Number:	2701277	JEANOLOGY
Registration Number:	2444852	JEANOLOGY
Registration Number:	2334899	JEANOLOGY
Registration Number:	2453149	JEANOLOGY
Registration Number:	2464610	N
Registration Number:	2866075	NEWPORT NEWS
Registration Number:	2394295	NEWPORT NEWS COMFORT BEAR
Registration Number:	2198548	NEWPORT NEWS DISCOUNT CLUB
Registration Number:	2464564	NEWPORT NEWS EASY STYLE N
Registration Number:	2269554	NEWPORT NEWS EASY STYLE
Registration Number:	2391515	NEWPORT NEWS
Registration Number:	1691635	NEWPORT NEWS
Registration Number:	1892686	NEWPORT NEWS
Registration Number:	2105336	NEWPORT NEWS
Registration Number:	2379372	NEWPORT NEWS
Registration Number:	2415472	NEWPORT-NEWS.COM
Registration Number:	2226299	ONE PRICE FITS ALL
Registration Number:	2300932	ONE PRICE FITS ALL
Registration Number:	2347904	ONE PRICE, ONE PACKAGE
Registration Number:	2430406	QUADKINI
Registration Number:	2398811	SHAPE FX
Registration Number:	2598557	SHAPE FX
Registration Number:	1462939	SUN STREAK
Registration Number:	2420276	THE 12 DAYS OF SHOPPING
Registration Number:	2585876	THE BEST IDEA IN A THOUSAND YEARS
Serial Number:	78537328	MODA SPIEGEL

Serial Number:	78719130	SHAPE & SLIM
Registration Number:	1445296	ADAM SPENCER

CORRESPONDENCE DATA

Fax Number: (213)996-3367
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-683-6367
 Email: nobukochristy@paulhastings.com
 Correspondent Name: Nobuko Christy, c/o Paul Hastings
 Address Line 1: 515 So. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	DYMAS/SPIEGEL
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NAME OF SUBMITTER:	Nobuko Christy
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Signature:	/s/Nobuko Christy
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Date:	08/29/2006
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Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of August, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and DYMAS FUNDING COMPANY, LLC, a Delaware limited liability company ("Dymas"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement, dated as of August 18, 2006, by and among SPIEGEL ACQUISITION CORP., a Delaware corporation (the "Parent"), NEWPORT NEWS HOLDINGS CORPORATION, a Delaware corporation ("Newport News"), and SPIEGEL CATALOG HOLDINGS CORPORATION, a Delaware corporation ("Spiegel"; and together with Newport News, individually and collectively, and jointly and severally, the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), DYMAS FUNDING COMPANY, LLC, a Delaware limited liability company ("Dymas"), as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent"), and WELLS FARGO RETAIL FINANCE, LLC ("WFRF"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademarks licensed under any Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any trademark applications filed on an intent-to-use basis, until the filing of a statement of use for such application.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks as provided in Section 6(g)(iv)(x) and (y) of the Security Agreement. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to

any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such alterations, amendments, changes, extensions, or modifications set forth herein. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by any Collateral Agent include estimates honestly made by Collateral Agent (in the case of quantitative determinations) and beliefs honestly held by Collateral Agent (in the case of qualitative determinations). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

COLLATERAL AGENT:

DYMAS FUNDING COMPANY, LLC

By: Dymas Capital Management, LLC, its Manager

By: 

Name: Albert M. Ricchio

Title: Managing Director

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NEWPORT NEWS HOLDINGS CORPORATION,
a Delaware corporation

By: 

Name: Geralynn Madonna

Title: Chief Executive Officer & President

SPIEGEL ACQUISITION CORP.,
a Delaware corporation

By: 

Name: Geralynn Madonna

Title: Chief Executive Officer & President

SPIEGEL CATALOG HOLDINGS CORPORATION,
a Delaware corporation

By: 

Name: Geralynn Madonna

Title: Chief Executive Officer & President

SPIEGEL GIFT CERTIFICATES SERVICES, LLC,
a Virginia limited liability company

By: 

Name: Geralynn Madonna

Title: Chief Executive Officer and President of Spiegel Catalog Holdings Corporation, its Sole Member

NEWPORT NEWS GIFT CERTIFICATES SERVICES, LLC,
a Virginia limited liability company

By: 

Name: Geralynn Madonna

Title: Chief Executive Officer and President of Newport News Holdings Corporation, its Sole Member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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CTC HOLDING CORPORATION,
a Delaware corporation

By: 

Name: Geraldyn Madonna

Title: Chief Executive Officer & President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003379 FRAME: 0417

SCHEDULE I
to
TRADEMARKS

Trademark Registrations and Applications Owned by Spiegel

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
ADAM SPENCER	U.S.	1,445,296	06/30/87	73626504	10/23/86	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
ALAN MICHAELS	U.S.	1,447,641	07/14/87	73626509	10/23/86	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
BABY ELEMENTS	U.S.	2,317,265	02/08/00	75/519746	07/16/98	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
BARE LUXURY	U.S.	2,474,567	07/31/01	78/000001	03/20/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
BLUSHE BY SPIEGEL	U.S.	2,383,650	09/05/00	75/372254	10/14/97	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
BOUTIQUE EUROPA	U.S.	1,871,948	01/03/95	74/313591	10/14/02	Registered	Spiegel Catalog Holdings Corporation	
CHRISTMAS GUARANTEED	U.S.	1,588,863	03/27/90	73/822283	08/28/89	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
CLIFFORD & WILLS	Japan	4,711,594	09/19/03	2002-109329	12/25/02	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CLIFFORD & WILLS	U.S.	1,658,093	09/24/91	74102806	10/03/90	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
CW	Canada	TMA454951	03/08/96	700775	03/13/92	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.

Mark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Grantor	Comments
CW	Canada	TMA460626	08/02/96	700822	03/13/92	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Chile	509154	04/02/98	388950	08/29/97	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	China	767662	09/20/95	93122424	12/16/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	China	767642	09/20/95	93122425	12/16/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	China	800574	12/20/95	93122422	12/16/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	China	787343	10/27/95	93122426	12/16/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	China	783316	10/13/95	93122423	12/16/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Japan	3168638	06/28/96	5-080924	09/04/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Japan	3180822	07/31/96	5-080925	08/04/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Japan	3168639	06/28/96	5-080926	08/04/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Japan	3180823	07/31/96	5-080927	08/04/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Japan	3175541	07/31/96	5-080923	08/04/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
CW CLIFFORD & WILLS (old logo)	Mexico	474647	07/20/94	205955	07/20/94	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Mexico	474648	07/20/94	205957	07/20/94	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Mexico	507731	07/20/94	205952	07/20/94	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Mexico	474143	07/20/94	205953	07/20/94	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Mexico	486557	07/20/94	205954	07/20/94	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Mexico	474144	07/20/94	205956	07/20/94	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (old logo)	Switzerland	415605	07/29/93	9458/1993.0	07/29/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	606706	7/12/93	606706	7/12/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	606707	7/12/93	606707	7/12/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	606708	7/12/93	606708	7/12/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	606709	7/12/93	606709	7/12/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	606710	7/12/93	606710	7/12/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.

Trademark	Country	Reg. No.	Reg. Date	Add. No.	Add. Date	Status	Owner	Comments
CW CLIFFORD & WILLS	Australia	606711	7/12/93	606711	7/12/93	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	841716	7/4/00	841716	7/4/00	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Canada	701063	03/17/92	701063	03/17/92	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Australia	841716	10/10/01	841716	07/04/00	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Mexico	691789	08/22/00	443358	08/22/00	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Taiwan	143309	06/01/01	89022305	04/21/00	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (new logo)	Japan	3332275	07/18/97	7-075486	07/26/95	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (new logo)	Canada	496633	06/23/98	785024	06/13/95	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (new logo)	European Community	186460	04/01/96	186460	04/01/96	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (new logo)	European Community	1627397	07/23/01	001 627 397	04/26/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS (new logo)	U.S.	2433558	03/06/01	76/003530	03/18/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
CW CLIFFORD & WILLS	Mexico	770488	11/27/02	443357	08/22/00	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.

Item	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
DECORATING WITH UNIQUE STYLE	U.S.	2454185	05/22/01	75/979935	07/13/98	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
ELEMENTS	Mexico	455698	3/29/94	189845	2/3/94	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
ELEMENTS	Mexico	455697	3/29/94	189843	2/3/94	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
ELEMENTS	Mexico	455619	3/29/94	189844	2/3/94	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
ELEMENTS	Mexico	684344	08/22/00	443142	08/22/00	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
ELEMENTS	Mexico	629516	03/30/01	443143	08/22/00	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
ELEMENTS	Mexico	685678	08/22/00	443147	08/22/00	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
FOR YOU FROM SPIEGEL	U.S.	1564685	11/07/89	785222	03/07/89	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
HONEYBEE & Design	U.S.	873854	07/29/69	309047	10/07/68	Registered	Spiegel Catalog Holdings Corporation	
HONEYBEE AND THE EINBENDER CASUAL DESIGN	U.S.	838413	11/07/67	209695	01/11/65	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
INHOME	U.S.	1494231	06/28/88	696394	11/19/97	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
LIFESTYLE RESOURCE FOR THE WORKING WOMAN	U.S.	2391735	10/03/00	75/858442	11/29/99	Registered	Spiegel Catalog Holdings Corporation	

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
MAURIZIO COLLECTIONS	U.S.	2458101	06/05/01	75/661135	03/16/99	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
MODA SPIEGEL	U.S.			78537328	12/22/04	Published-ITU	Spiegel Catalog Holdings Corporation	
OAKBROOK	U.S.	1464646	11/10/87	608794	07/10/86	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
ONVIEW HOME	U.S.	2434322	03/06/01	75/979927	10/14/97	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
ORARIO	U.S.	2418468	01/02/01	75/790013	09/23/99	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
PRIVATE LIFE	U.S.	831850	07/11/67	831850	07/19/62	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
REALITY DRESSING	U.S.	3081039	4/11/06	78/596863	3/29/05	Registered	Spiegel Catalog Holdings Corporation	
REFLECTIONS BY SPIEGEL	U.S.	2418065	01/02/01	75/545430	09/01/98	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
RR and Design	U.S.	2384033	09/05/00	2384033	09/05/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
S MADE EXCLUSIVELY FOR SPIEGEL CATALOG, INC.	U.S.	2753634	08/19/03	76/123205	10/06/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
SENSUAL HOME	U.S.	2304757	12/28/99	75/435144	02/17/98	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
SHOPPING AT THE SPEED OF LIFE	U.S.	2437259	03/20/01	76037375	05/01/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
SPIEGEL	Mexico	459588	5/9/94	148223	8/25/92	Registered	Spiegel, Inc.	

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
SPIEGEL	Mexico	467877	7/27/94	196013	4/13/94	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
SPIEGEL	Bolivia	62413-C	11/01/96	1263	03/27/95	Registered	Spiegel Catalog, Inc.	Awaiting confirmation of assignment recordal.
SPIEGEL	Bolivia	62417-C	11/01/96	1264	03/27/95	Registered	Spiegel Catalog, Inc.	Awaiting confirmation of assignment recordal.
SPIEGEL	Canada	TMA520811	12/21/99	796947	11/09/95	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL	Colombia	179238	08/31/95	95018304	05/03/95	Registered	Spiegel Catalog, Inc.	Abandoned per Grantor.
SPIEGEL	Colombia	179239	08/31/95	95018303	05/03/95	Registered	Spiegel Catalog, Inc.	Abandoned per Grantor.
SPIEGEL	Ecuador	218296	11/13/96	55522	03/24/95	Registered	Spiegel Catalog, Inc.	Awaiting confirmation of assignment recordal.
SPIEGEL	Ecuador	218196	11/13/96	55521	03/24/95	Registered	Spiegel Catalog, Inc.	Awaiting confirmation of assignment recordal.
SPIEGEL	Korea, the Republic	437995	01/15/99	40829/1997	09/22/97	Registered	Spiegel Catalog, Inc.	Confirmation of recordal of assignment received.
SPIEGEL	Korea, the Republic	426138	10/22/98	40830/1997	09/22/97	Registered	Spiegel Catalog, Inc.	Confirmation of recordal of assignment received.
SPIEGEL	Mexico	428905	08/25/92	148,222	08/25/92	Registered	Spiegel, Inc.	
SPIEGEL	Mexico	486134	02/03/94	189847	02/03/94	Registered	Spiegel, Inc.	According to the Grantor, this mark is not to be renewed.
SPIEGEL	Panama	091130	11/20/97	91130	11/20/97	Registered	Spiegel Catalog, Inc.	Awaiting legalized document for recordal purposes
SPIEGEL	Paraguay	247166	06/07/02	11645-98	06/05/98	Registered	Spiegel Catalog, Inc.	
SPIEGEL	Canada	520730	12/17/99	796945	11/09/95	Registered	Spiegel Catalog Holdings Corporation	

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
SPIEGEL	Mexico	692517	03/30/01	443145	08/22/00	Registered	Spiegel, Inc.	
SPIEGEL	Mexico	685677	08/22/00	443146	08/22/00	Registered	Spiegel, Inc.	
SPIEGEL	Mexico	684345	08/22/00	443144	08/22/00	Registered	Spiegel, Inc.	
SPIEGEL (AND DESIGN)	Colombia	240906	09/04/01	00086472	11/14/00	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
SPIEGEL (AND DESIGN)	U.S.	1,496,715	07/19/88	630313	11/14/86	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL (SIGNATURE DESIGN)	Russian Federation	210725	04/10/02	2000718953	07/26/00	Registered	Spiegel Catalog, Inc.	According to the Grantor, this mark is not to be renewed.
SPIEGEL EMARKET (AND DESIGN)	U.S.	2,717,759	05/20/03	76/028851	04/19/00	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
SPIEGEL INCENTIVES	U.S.	2,584,963	06/25/02	76/228675	03/23/01	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL	U.S.	2,357,704	06/13/00	75/784327	08/26/99	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL	U.S.	1,339,154	06/04/85	463727	02/02/84	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL	U.S.	1,840,600	06/21/94	74/387194	05/05/93	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL.COM	U.S.	2,387,639	09/19/00	75/784329	08/26/99	Registered	Spiegel Catalog Holdings Corporation	
SPIEGELTRONICS	U.S.	2,346,491	05/02/00	75/504544	07/16/98	Registered	Spiegel Catalog Holdings Corporation	
SPIEGEL	Russian Federation	147478	04/20/95	95,704,482	4/20/95	Registered	Spiegel Catalog, Inc.	Confirmation of recordal of assignment received.

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Owner	Comments
THE FINER THINGS	U.S.	1,442,086	06/09/87	626488	10/23/86	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
THE KID'S RESOURCE	U.S.	2,513,324	11/27/01	75/855161	12/09/99	Registered	Spiegel Catalog Holdings Corporation	According to the Grantor, this mark is not to be renewed.
THE SPIEGEL GROUP LIFESTYLE RETAILERS (AND DESIGN)	U.S.	2,471,411	07/24/01	76/029020	04/19/00	Registered	Spiegel Catalog Holdings Corporation	
THE SPIEGEL GROUP	U.S.	2,554,891	04/02/02	76/015859	04/03/00	Registered	Spiegel Catalog Holdings Corporation	
TOFFS	U.S.	1,443,315	06/16/87	626495	10/23/86	Registered	Spiegel Catalog Holdings Corporation	Gap in chain of title: Assignment made from Spiegel Inc. to Handelsgesellschaft Heinrich Heine GmbH, dated 7/26/93. Assignment of made from Spiegel, Inc. to Spiegel Catalog Holdings Corporation, dated 7/16/04.

Trademark Registrations and Applications Owned by Newport News

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Comments
BUILD YOUR OWN BIKINI	U.S.	2,465,672	7/3/01	76/066,503	6/9/00	Registered	
CAMI	U.S.	2,793,219	12/9/03	75/935,249	2/16/00	Registered	
CHINOLOGY	U.S.	2,429,982	2/20/01	76/004,418	3/20/00	Registered	
DESIGNED TO MAKE THE BODY YOU HAVE LIKE THE BODY YOU WANT	U.S.	2,540,145	2/19/02	76/228,105	3/22/01	Registered	
EASY STYLE HOME	U.S.	2,431,634	2/27/01	76/004,536	3/20/00	Registered	
EASY STYLE	U.S.	2,269,553	8/10/99	75/299,75	5/28/97	Registered	
EASY STYLE	U.S.	2,377,550	8/15/00	75/799,088	9/14/99	Registered	
FASHION AVENUE	U.S.	1,596,571	5/15/90	73/822,304	8/29/89	Registered	
FASHION OPTIONS AND DESIGN	BR	819479217	4/6/99	819483834	9/20/96	Registered	Assignment has been filed, awaiting confirmation
FREEDOM TO BE FEMININE	U.S.	2,454,002	5/22/01	75/765,009	8/23/99	Registered	
JEANOLOGY	AU	194079	2/13/01	79712000	11/2/00	Registered	Assignment has been filed, awaiting confirmation
JEANOLOGY	CA	TMA655411	12/20/05	115668300	10/23/02	Registered	
JEANOLOGY	DK	2000 5869	12/18/00	20004564	11/1/00	Registered	
JEANOLOGY	FI	221930	10/15/01	200003610	10/30/00	Registered	
JEANOLOGY	DE	30080400	1/18/01	30080400 8	10/31/00	Registered	
JEANOLOGY	GREECE	N/A	N/A	145592	11/6/00	Pending	Obtaining legalized Power of Attorney, all assignment documents have been submitted for recordal.
JEANOLOGY	IR	221124	N/A	221124	11/22/00	Registered	
JEANOLOGY	IT	912938	10/15/2003	36162000 TO	11/10/00	Registered	

Registration	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Comments
JEANOLOGY	ES	2355728MI	11/5/01	2355728MI	11/6/00	Registered	
JEANOLOGY	SE	350331	11/23/01	200008313	11/1/00	Registered	
JEANOLOGY	UK	2254152	5/18/01	2254152	11/27/00	Registered	
JEANOLOGY	BX	690474	N/A	976766	10/31/00	Registered	
JEANOLOGY	JP	4573652	5/31/02	2000-096450	9/1/00	Registered	
JEANOLOGY BASICS	U.S.	2,343,072	4/18/00	75/654,026	3/4/99	Registered	
JEANOLOGY PERFORMANCE	U.S.	2,448,515	5/1/01	75/808,025	9/27/99	Registered- Supplemental Register	
JEANOLOGY STUDIO	U.S.	2,340,499	4/11/00	75/607,523	12/14/98	Registered	
JEANOLOGY	U.S.	2,701,277	3/25/03	76/310,940	9/10/01	Registered	
JEANOLOGY	U.S.	2,444,852	4/17/01	75/563,980	10/2/98	Registered	
JEANOLOGY	U.S.	2,334,899	3/28/00	75/571,014	10/14/98	Registered	
JEANOLOGY	U.S.	2,453,149	5/22/01	76/044,490	5/10/00	Registered	
N DESIGN	U.S.	2,464,610	6/26/01	75/846,883	11/12/99	Registered	
NEWPORT NEWS	U.S.	2866075	7/27/04	76/470,999	11/29/02	Registered	
NEWPORT NEWS COMFORT BEAR	U.S.	2,394,295	10/10/00	75/670,429	3/30/99	Registered	
NEWPORT NEWS DISCOUNT CLUB	U.S.	2,198,548	10/20/98	75/393,605	11/20/97	Registered	
NEWPORT NEWS EASY STYLE N and design	U.S.	2,464,564	6/26/01	75/822,030	10/13/99	Registered	
NEWPORT NEWS EASY STYLE	U.S.	2,269,554	8/10/99	75/299,276	5/28/97	Registered	
NEWPORT NEWS	U.S.	2,391,515	10/3/00	75/799,283	9/15/99	Registered	
NEWPORT NEWS	U.S.	1,691,635	6/9/92	73/839,779	11/15/89	Registered	
NEWPORT NEWS	U.S.	1,892,686	5/2/95	74/303,538	8/10/92	Registered	
NEWPORT NEWS	U.S.	2,105,336	10/14/97	75/179,380	10/7/96	Registered	

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Comments
NEWPORT NEWS	U.S.	2,379,372	8/22/00	75/784,333	8/26/99	Registered	
NEWPORT-NEWS.COM	U.S.	2,415,472	12/26/00	75/784,328	8/26/99	Registered	
ONE PRICE FITS ALL	U.S.	2,226,299	2/23/99	75/474,451	4/27/98	Registered	
ONE PRICE FITS ALL	U.S.	2,300,932	12/14/99	75/517,534	7/13/98	Registered	
ONE PRICE, ONE PACKAGE	U.S.	2,347,904	5/2/00	75/713,422	5/25/99	Registered	Abandoned March 2006 under sections 8 & 15
QUADKINI	U.S.	2,430,406	2/20/01	75/667,707	3/25/99	Registered	
SHAPE FX	UK	2236735	4/6/01	2236735	6/22/00	Registered	
SHAPE FX	JP	4468763	4/20/01	2000-069759	6/22/00	Registered	
SHAPE FX	U.S.	2,398,811	10/24/00	75/725,951	6/10/99	Registered	
SHAPE FX	U.S.	2,598,557	7/23/02	75/810,448	10/21/99	Registered	
SHAPE & SLIM	CTM	828426	6/3/99	828426	5/15/98	Registered	
SHAPE & SLIM	U.S.	N/A	N/A	78719130	9/23/05	Pending	
SHAPE & SLIM and design	BR	820882135	12/26/00	820882135	6/30/98	Registered	Assignment has been filed, awaiting confirmation
STYLES TO GO	BR	819483834	4/6/99	819479217	9/17/96	Registered	Assignment has been filed, awaiting confirmation
STYLEWORKS	BR	819479179	12/22/98	819479179	9/17/96	Registered	Assignment has been filed, awaiting confirmation
SUN STREAK	BR	N/A	N/A	819479187	9/17/96	Pending	Assignment has been filed, awaiting confirmation
SUN STREAK	U.S.	1,462,939	10/27/87	73/651,067	3/23/87	Registered	
THE 12 DAYS OF SHOPPING	U.S.	2,420,276	1/9/01	75/775,754	8/11/99	Registered-Supplemental Register	

Trademark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Status	Comments
THE BEST IDEA IN A THOUSAND YEARS	U.S.	2,585,876	6/25/02	75/765,011	8/23/99	Registered	

Trade Names

Newport News
newport-news.com
Spiegel
Spiegel.com