

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lands' End, Inc.		03/01/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Lands' End Direct Merchants, Inc.
<b>Street Address:</b>	820 W. 78th Street
<b>City:</b>	Richfield
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55423
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78352627	WATERPROOF
Serial Number:	78135869	
Serial Number:	78135904	LANDS' END
Serial Number:	78275110	SQUALL
Serial Number:	78273883	MARINAC
Serial Number:	78273740	WINDCHECK
Serial Number:	78264389	BEACH LIVING
Serial Number:	78230687	CLOTHING WITH A STORY
Serial Number:	78130154	GREAT GO-TOGETHER
Serial Number:	75737347	LANDS' END DIRECT MERCHANTS
Serial Number:	75737348	LANDS' END DIRECT MERCHANTS WWW.LANSEND.COM
Serial Number:	75502802	
Serial Number:	75378410	FIRST PERSON SINGULAR
Serial Number:	73417059	LANDS' END DIRECT MERCHANTS

CH \$365.00 78352627

CORRESPONDENCE DATA

Fax Number: (608)935-6550

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 608-935-4197

Email: Lisa.Lundell@landsend.com

Correspondent Name: Lands' End, Inc.

Address Line 1: 5 Lands' End Lane

Address Line 4: Dodgeville, WISCONSIN 53595

NAME OF SUBMITTER:	Karl A. Dahlen
Signature:	/kad/
Date:	04/02/2007

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks is made and entered into as of March 1, 2007 (the "Effective Date"), by and between LANDS' END, INC., a Delaware corporation ("LEI") and LANDS' END DIRECT MERCHANTS, INC. ("LEDM"), A Delaware corporation (collectively referred to as the "Parties").

WHEREAS, LEI wishes to assign all right, title and interest that it may have in and to the trademarks, service marks, trade names, assumed names, trade dress, designs, logos, corporate names and other indicia of origin, listed on the attached Schedule 1, all common law rights associated therewith, and all goodwill symbolized thereby (collectively referred to as the "Trademarks") through out the world (the "Territory"); and

WHEREAS LEDM wishes to acquire all right, title and interest in and to the Trademarks in the Territory; and

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pursuant to the Intellectual Property Contribution Agreement between the Parties of even date herewith (the "Contribution Agreement"), LEI hereby assigns to LEDM all right, title and interest that LEI may have in and to the Trademarks in the Territory.
2. This Assignment of Trademarks may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This Assignment of Trademarks is subject to all the terms and conditions of the Contribution Agreement.

LANDS' END DIRECT MERCHANTS, INC.  
A Delaware Corporation

By: 

Name: Mark Pickart

Title: President

LANDS' END, INC.  
A Delaware Corporation

By: 

Name: Karl A. Dille

Title: V.P. Sr. Legal Affairs & Secretary

## **Schedule 1**

Mark	Serial Number
Waterproof design mark	78352627
Obelisk design mark	78135869
Lands' End design mark	78135904
Squall	78275110
Marinac	78273883
Windcheck	78273740
Beach Living	78264389
Clothing with a Story	78230687
Great Go-Together	78130154
Lands' End Direct Merchants	75737347
WWW.Landsend.com design mark	75737348
design mark	75502802
First Person Singular	75378410
Lands' End Direct Merchants	73417059