

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/31/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The White House, Inc.		10/28/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Chico's Retail Services, Inc.
Street Address:	11215 Metro Parkway
City:	Fort Myers
State/Country:	FLORIDA
Postal Code:	33912
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2566395	WHITE HOUSE BLACK MARKET
Registration Number:	2649775	WHITE HOUSE BLACK MARKET

CORRESPONDENCE DATA

Fax Number: (813)229-4133
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 813-223-7000
 Email: trademarks@carltonfields.com
 Correspondent Name: C. Douglas McDonald
 Address Line 1: P.O. Box 3239
 Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER:	45291/38489
NAME OF SUBMITTER:	C. Douglas McDonald
Signature:	/C. Douglas McDonald/

TRADEMARK

CH \$65.00 2566395

Date:

04/23/2008

Total Attachments: 10

source=Chico's and White House Merger Doc#page1.tif
source=Chico's and White House Merger Doc#page2.tif
source=Chico's and White House Merger Doc#page3.tif
source=Chico's and White House Merger Doc#page4.tif
source=Chico's and White House Merger Doc#page5.tif
source=Chico's and White House Merger Doc#page6.tif
source=Chico's and White House Merger Doc#page7.tif
source=Chico's and White House Merger Doc#page8.tif
source=Chico's and White House Merger Doc#page9.tif
source=Chico's and White House Merger Doc#page10.tif

Effective
10/21/04
at 12:01am

**ARTICLES OF MERGER
OF
THE WHITE HOUSE, INC.
INTO
CHICO'S RETAIL SERVICES, INC.**

THE WHITE HOUSE, INC., a corporation organized and existing under the laws of the State of Maryland ("White House"), and **CHICO'S RETAIL SERVICES, INC.**, a corporation organized and existing under the laws of the State of Florida ("Retail Services"), hereby certify as follows:

FIRST: White House and Retail Services agree to merge pursuant to the Agreement and Plan of Merger, dated October 28, 2004, by and between White House and Retail Services, attached hereto as Exhibit "A" (the "Merger Agreement"), which Merger Agreement has been approved by the respective Boards of Directors and the sole shareholder of each of White House and Retail Services. Retail Services shall be the successor corporation in the merger.

SECOND: The White House, Inc. was incorporated in Maryland on August 12, 1985. Chico's Retail Services, Inc. was incorporated under the general laws of the State of Florida on December 22, 1998. Retail Services is not registered to do business in the State of Maryland, and does not intend, following the date hereof, to conduct business in the State of Maryland.

THIRD: White House keeps its principal office in Anne Arundel County, Maryland. Neither Retail Services nor White House owns an interest in land in the State of Maryland. Retail Services keeps its principal place of business at the following address:

11215 Metro Parkway
Fort Myers, Florida 33912

For purposes of this merger, the resident agent of Retail Services in the State of Maryland will be as follows:

National Registered Agent, Inc. of Maryland
#9E
11 East Chase Street
Baltimore, Maryland 21202

Following the merger, Retail Services will not be transacting business in the State of Maryland and will not be required to qualify to do business in the State of Maryland.

FOURTH: The terms and conditions of the merger set forth in these Articles of Merger were advised, authorized and approved by each corporation that is party hereto by the vote required by its charter and the laws of the state under which each respective corporation is incorporated. White House approved such terms and conditions by a unanimous written consent of its Board of Directors,

dated October 28, 2004, and a unanimous written consent of its sole shareholder, dated October 28, 2004. Retail Services approved such terms and conditions by a unanimous written action of its Board of Directors, dated October 28, 2004, and a unanimous written action of its sole shareholder, dated October 28, 2004.

FIFTH: Retail Services, the successor in the merger, will not amend its Articles of Incorporation as part of the merger described herein.

SIXTH: The total number of shares of stock of all classes that White House has authority to issue is twenty-three million one hundred thousand (23,100,000) shares of common stock, par value of \$.01 per share. The aggregate par value of all shares of stock that White House has authority to issue is \$231,000.00. The total number of shares of stock of all classes that Retail Services has authority to issue is ten thousand (10,000) shares of common stock, par value of \$1.00 per share. The aggregate par value of all shares of stock of all classes that Retail Services has authority to issue is \$10,000.

SEVENTH: Pursuant to the merger described herein, all of the outstanding shares of stock of White House will be cancelled. No new shares of stock in Retail Services will be issued to the former sole shareholder of White House. Each share of common stock of Retail Services that is issued and outstanding on the date of the merger shall continue and remain unchanged as one share of common stock of Retail Services. The merger described in these Articles shall become effective on October 31, 2004 at 12:01 a.m.

[signature pages follow]

IN WITNESS WHEREOF, these Articles of Merger have been signed by each of Retail Services and White House by its President or a Vice President, each such officer acknowledges the same to be the act of such corporation and the Secretary of each of Retail Services and White House has attested to the execution and acknowledgment hereof.

CHICO'S RETAIL SERVICES, INC.

Dated: October 28, 2004

By: *Charles J. Kleman*
Charles J. Kleman, President

ATTEST:
Patricia Murphy Kerstein
Patricia Murphy Kerstein, Secretary

THE WHITE HOUSE, INC.

Dated: October 28, 2004

By: *Charles J. Kleman*
Charles J. Kleman, Vice President

ATTEST:
Michael J. Kincaid
Michael J. Kincaid, Secretary

OFFICERS' CERTIFICATE

THE UNDERSIGNED, President of Chico's Retail Services, Inc., a Florida corporation, who executed on behalf of the corporation the foregoing Articles of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said corporation the foregoing Articles of Merger to be the corporate act of said corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

By: 

Charles J. Kleiman, President

THE UNDERSIGNED, Vice President of The White House, Inc., a Maryland corporation, who executed on behalf of the corporation the foregoing Articles of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said corporation the foregoing Articles of Merger to be the corporate act of said corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

By: 

Charles J. Kleiman, Vice President

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, NATIONAL REGISTERED AGENTS, INC., having been named as registered agent to accept service of process for Chico's Retail Services, Inc. in connection with the merger of The White House, Inc. into Chico's Retail Services, Inc., at the registered office designated in the Articles of Merger, hereby agrees and consents to act in that capacity.

DATED this ___ day of October, 2004.

NATIONAL REGISTERED AGENTS, INC.

Maggie Ferdinand
By: MAGGIE FERDINAND, ASST. SEC'y

TRADEMARK

REEL: 003764 FRAME: 0635

Exhibit "A"**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 28th day of October, 2004, by and between **THE WHITE HOUSE, INC.**, a Maryland corporation ("White House"), and **CHICO'S RETAIL SERVICES, INC.**, a Florida corporation ("Retail Services"). White House and Retail Services are sometimes collectively referred to in this Agreement as the "Constituent Corporations" and each is sometimes referred to individually as a "Constituent Corporation."

W I T N E S S E T H:

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable and for the general welfare of such corporation and its shareholder that White House merge with and into Retail Services and that Retail Services merge White House with and into itself, pursuant to this Agreement and the applicable laws of each of the States of Maryland and Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, White House, by its Articles of Incorporation, has an authorized capitalization of 23,100,000 shares of common stock, \$0.01 par value, of which 18,794,979 shares are now issued and outstanding; and

WHEREAS, Retail Services by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are now issued and outstanding.

NOW, THEREFORE, the Constituent Corporations, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Corporations have agreed and do hereby agree each with the other that White House shall be merged with and into Retail Services, and that Retail Services shall merge White House with and into itself. Retail Services shall be the surviving corporation in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. **EFFECTIVE DATE.**

The merger provided for in this Agreement shall become effective and the Constituent Corporations shall be deemed to have merged as of October 31, 2004 at 12:01 a.m. (the "Effective Date").

3. **MANNER OF CONVERTING SHARES.**

Immediately prior to the merger, stock ownership of White House and of Retail Services is as shown below:

Stock Ownership Prior to Merger

<u>Owner</u>	<u>Shares of White House</u>	<u>Shares of Retail Services</u>
Chico's FAS, Inc.	18,794,979	1,000

Pursuant to the merger, all of the outstanding shares of stock of White House will be cancelled. No new shares of stock in Retail Services will be issued to the former sole shareholder of White House. Each share of common stock of Retail Services that is issued and outstanding on the Effective Date shall continue and remain unchanged as one share of common stock of Retail Services.

4. **EFFECT OF THE MERGER.**

(a) **Existence of White House.** On the Effective Date, the separate existence of White House shall cease and it shall be merged with and into Retail Services. Thereupon, all the property, real, personal, and mixed, and all interest therein of White House and all debts due to it shall be transferred to and invested in Retail Services without further act or deed and without reversion or impairment. Retail Services shall thenceforth be responsible and liable for all the liabilities and obligations of White House.

(b) **Articles of Incorporation.** The Articles of Incorporation of Retail Services, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Retail Services and shall not be changed or amended by the merger.

(c) **By-laws.** The By-laws of Retail Services as in effect on the Effective Date, shall continue in full force and effect as the By-laws of Retail Services and shall not be changed or amended by the merger.

(d) **Board of Directors; and Officers.** Until altered by the shareholders or directors, as the case may be, of Retail Services, the duly elected Board of Directors and officers of Retail Services shall continue to serve as the officers and directors of Retail Services and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the sole shareholder of White House and to the sole shareholder of Retail Services for approval. The affirmative vote of the holder of all of the shares of White House entitled to vote and the affirmative vote of the holder of all of the shares of Retail Services entitled to vote shall be required for such approval.

6. **REPRESENTATIONS AND WARRANTIES OF WHITE HOUSE.**

White House hereby represents and warrants to Retail Services that:

(a) **Organization and Standing.** White House is a corporation duly organized and validly existing, and in good standing, under the laws of the State of Maryland.

(b) **White House's Authorized Capital Stock.** White House's authorized capital stock consists of 23,100,000 shares of common stock, \$0.01 par value, of which 18,794,979 shares are issued and outstanding, fully paid and non-assessable. There are no options, warranties or rights outstanding to purchase shares of the common stock of White House.

(c) **Subsidiaries.** White House has no subsidiaries.

(d) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of White House. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of White House by the Maryland General Corporation Law or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(e) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or By-laws of White House, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of White House is subject or to which White House is a party.

(f) **No Liabilities.** Except to the extent previously disclosed to Retail Services, White House has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

7. **REPRESENTATIONS AND WARRANTIES OF RETAIL SERVICES.**

Retail Services hereby represents and warrants to White House that:

(a) **Organization and Standing.** Retail Services is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Authorized Capital Stock.** Retail Services' authorized capital stock consists of 10,000 shares of common stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding.

(c) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Retail Services. Except for the shareholder approval as required by Section 5 of this Agreement, no further corporate action is required by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of Retail Services, enforceable against Retail Services in accordance with its terms.

(d) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of Retail Services, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Retail Services is subject or to which Retail Services is a party.

9. **GENERAL PROVISIONS.**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** Retail Services shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination.** This Agreement may be terminated or amended by the mutual consent of the Boards of Directors of the Constituent Corporations, whether before or after approval of this Agreement by the sole shareholder of White House or by the sole shareholder of Retail Services.

(e) **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

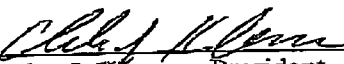
(f) **Further Assurances.** White House agrees that from time to time following the Effective Date, as and when requested by Retail Services, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Retail Services may deem necessary or desirable, in order more fully to vest in and confirm to Retail Services title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each corporation that is a party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

THE WHITE HOUSE, INC.

By: 
Charles J. Kieman, Vice President

CHICO'S RETAIL SERVICES, INC.

By: 
Charles J. Kieman, President