

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
Direct Marketing Services, Inc.		08/07/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Midwest Catalog Brands, Inc.
Street Address:	1112 7th Avenue
City:	Monroe
State/Country:	WISCONSIN
Postal Code:	53566
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1546833	AUTO EXPRESS
Registration Number:	2125203	CHARLES KEATH
Registration Number:	1334269	CHARLES KEATH, LTD.
Registration Number:	3457672	COLOR CONNECTION
Registration Number:	1618665	GOLD'N GEMS
Registration Number:	2256093	HOMEVISIONS
Registration Number:	1558564	KIDS STORE
Registration Number:	1558561	KIDS STORE
Registration Number:	1170705	MONTGOMERY WARD
Registration Number:	1258963	MONTGOMERY WARD
Registration Number:	2454892	SLEEP CONNECTION
Registration Number:	2210957	WARDS
Registration Number:	2413019	YOU CAN'T SHOP SMARTER THAN WARDS

CORRESPONDENCE DATA

900114147

**TRADEMARK
 REEL: 003837 FRAME: 0956**

CH \$340.00 1546833

Fax Number: (312)759-5646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 357-1313
Email: dbrezina@btlaw.com
Correspondent Name: David C. Brezina
Address Line 1: PO Box 2786
Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER:	48031-100
NAME OF SUBMITTER:	David C. Brezina
Signature:	/David C. Brezina/
Date:	08/19/2008

Total Attachments: 3
source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif

**EXHIBIT C
TRADEMARK ASSIGNMENT**

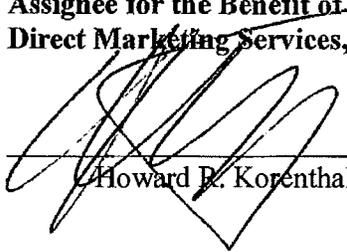
WHEREAS, Direct Marketing Services, Inc., an Illinois corporation ("DMSI"), was the owner of certain trademark registrations and all associated rights listed on the attached Schedule A (the "Marks") and DMSI assigned all its rights in the Marks to Howard R. Korenthal as assignee for the benefit of creditors of Direct Marketing Services, Inc. ("Assignor"); and

WHEREAS, Midwest Catalog Brands, Inc., a Wisconsin corporation ("Assignee"), wishes to acquire the Marks pursuant to that certain Sale Agreement dated on or about August 5, 2008 among JP Morgan Chase Bank, N.A. ("Secured Party"), Assignor and Assignee ("Sale Agreement"), together with certain other assets and the goodwill of the businesses in connection with which the Marks are used;

NOW, THEREFORE, in consideration of good, valuable and legally sufficient consideration set forth in the Sale Agreement, the receipt of which Assignor hereby acknowledges, Assignor hereby agrees to and does sell, assign and transfer to Assignee, at the direction of the Secured Party, its entire right, title and interest in (including the Wards Interests) and to the Marks, together with the goodwill of the businesses to which the Marks pertain, as well as all rights of enforcement and recovery for past infringement. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment. Defined terms not defined herein shall have the meaning set forth in the Sale Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment on August 7, 2008.

**HOWARD R. KORENTHAL of Morris
Anderson & Associates, Ltd, not
individually but solely in his capacity as
Assignee for the Benefit of Creditors of
Direct Marketing Services, Inc.**



Howard R. Korenthal

MIDWEST CATALOG BRANDS, INC.

By: _____
Print Name:

Title: _____

**EXHIBIT C
TRADEMARK ASSIGNMENT**

WHEREAS, Direct Marketing Services, Inc., an Illinois corporation ("DMSI"), was the owner of certain trademark registrations and all associated rights listed on the attached Schedule A (the "Marks") and DMSI assigned all its rights in the Marks to Howard R. Korenthal as assignee for the benefit of creditors of Direct Marketing Services, Inc. ("Assignor"); and

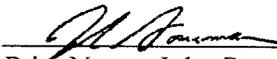
WHEREAS, Midwest Catalog Brands, Inc., a Wisconsin corporation ("Assignee"), wishes to acquire the Marks pursuant to that certain Sale Agreement dated on or about August 5, 2008 among JP Morgan Chase Bank, N.A. ("Secured Party"), Assignor and Assignee ("Sale Agreement"), together with certain other assets and the goodwill of the businesses in connection with which the Marks are used;

NOW, THEREFORE, in consideration of good, valuable and legally sufficient consideration set forth in the Sale Agreement, the receipt of which Assignor hereby acknowledges, Assignor hereby agrees to and does sell, assign and transfer to Assignee, at the direction of the Secured Party, its entire right, title and interest in (including the Wards Interests) and to the Marks, together with the goodwill of the businesses to which the Marks pertain, as well as all rights of enforcement and recovery for past infringement. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment. Defined terms not defined herein shall have the meaning set forth in the Sale Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment on August 7, 2008.

HOWARD R. KORENTHAL of Morris
Anderson & Associates, Ltd, not
individually but solely in his capacity as
Assignee for the Benefit of Creditors of
Direct Marketing Services, Inc.

MIDWEST CATALOG BRANDS, INC.

By: 
Print Name: John Baumann

Title: President & CEO

Howard R. Korenthal

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REG. NO.
AUTO EXPRESS	1546833
CHARLES KEATH	2125203
CHARLES KEATH, LTD.	1334269
COLOR CONNECTION	3457672
GOLD'N GEMS	1618665
HOMEVISIONS	2256093
MONTGOMERY WARD	1170705
MONTGOMERY WARD and Design	1258963
KIDS STORE and Design	1558564
KIDS STORE and Design	1558561
SLEEP CONNECTION	2454892
YOU CAN'T SHOP SMARTER THAN WARDS	2413019
WARDS	2210957
PURE LUXURY	1077952
KNIGHT-O-REST	0250601
ULTRA COAT	1505482