#### 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
Sears Logistics Services, Inc.		02/01/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Sears Brands, LLC
Street Address:	3333 Beverly Road
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60179
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2716210	SLS SEARS LOGISTICS SERVICES, INC.

#### **CORRESPONDENCE DATA**

Fax Number: (312)456-8435

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

Phone: 312.456.8400

Email: chiipmail@gtlaw.com, matthewsk@gtlaw.com

Correspondent Name: Mark R. Galis, Greenberg Traurig, LLP

Address Line 1: 77 W. Wacker Drive

Address Line 2: **Suite 3100** 

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	054151.600030
NAME OF SUBMITTER:	Mark R. Galis
Signature:	/Mark R. Galis/
Date:	02/07/2011
	TRADEMARK

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective February, 2011, by and between SEARS LOGISTICS SERVICES, INC., a Delaware corporation having a place of business at 3333 Beverly Road, Hoffman Estates, Illinois 60179 ("Assignor") and SEARS BRANDS, LLC, an Illinois limited liability company having a place of business at 3333 Beverly Road, Hoffman Estates, Illinois 60179 ("Assignee").

### **RECITALS:**

WHEREAS, Assignor has agreed to assign to Assignee and its successors, assigns, nominees or other legal representatives, the entire right, title, interest and goodwill in and to the trademark identified on  $\underline{\mathbf{Exhibit}} \mathbf{A}$  attached hereto (collectively, the "Trademark"); and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademark, Assignor is executing this instrument of assignment.

## **AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to, as well as the goodwill of the business symbolized by, the Trademark.

Together with Assignor's right, title and interest in and to the Trademark, as well as the goodwill of the business associated with said Trademark being assigned to Assignee, are the rights to police, monitor and enforce said Trademark against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States to establish use, ownership, and/or registration of the Trademark.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademark, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

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In WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first written above.

# ASSIGNOR

SEARS LOGISTICS SERVICES, INC.

By:

Name: Richard DiMaio

Title: President

**ASSIGNEE** 

SEARS BRANDS, LLC

By:

Name: Jane M. Jeannero

Title: Vice President

# EXHIBIT A

Mark	Country	Registration No.	Registration Date
SLS SEARS LOGISTICS SERVICES, INC. & Design	United States	2,716,210	May 13, 2003

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**RECORDED: 02/07/2011** 

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