

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Sears, Roebuck & Co.		07/11/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sears Brands, LLC		
<b>Street Address:</b>	3333 Beverly Drive		
<b>City:</b>	Hoffman Estates		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60179		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2959992	ACCU-CUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com, matthewsk@gtlaw.com, dunningj@gtlaw.com		
<b>Correspondent Name:</b>	Jeffrey P Dunning Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
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<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	054151.600030		
<b>NAME OF SUBMITTER:</b>	Jeffrey P. Dunning		
<b>Signature:</b>	/Jeffrey P. Dunning/		

CH \$40.00 2959992

Date:

07/14/2011

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective July 11, 2011, by and between SEARS, ROEBUCK AND CO., a New York 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(s) identified on Exhibit 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.

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

**ASSIGNOR**

SEARS, ROEBUCK AND CO.

By: \_\_\_\_\_

Name: CHARLES HANSEN

Title: VP CHIEF COUNSEL

**ASSIGNEE**

SEARS BRANDS, LLC

By: \_\_\_\_\_

Name: Perry Weine

Title: Assistant Treasurer

**EXHIBIT A**

<b>Mark</b>	<b>Country</b>	<b>Application/Registration No.</b>	<b>Filing Date</b>
ACCU-CUT	United States	2,959,992	3/20/2000