

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sears Brands, LLC		12/30/2011	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Orchard Supply Hardware LLC		
Street Address:	6450 Via Del Oro		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95119		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3900869	PACIFIC BAY	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
Phone:	312.456.8400		
Email:	chiipmail@gtlaw.com, matthewsk@gtlaw.com, dunningj@gtlaw.com, galism@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jeffrey P Dunning 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:	Jeffrey P. Dunning		

Signature:	/Jeffrey P. Dunning/
Date:	01/17/2012
Total Attachments: 3 source=pacificbayassign#page1.tif source=pacificbayassign#page2.tif source=pacificbayassign#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective December 30, 2011, by and between SEARS BRANDS, LLC, an Illinois limited liability company having a place of business at 3333 Beverly Road, Hoffman Estates, Illinois 60179 ("Assignor") and ORCHARD SUPPLY HARDWARE LLC, a Delaware limited liability company having a place of business at 6450 Via Del Oro, San Jose, California 95119 ("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 BRANDS, LLC

By: _____

A handwritten signature in black ink, appearing to be 'CH', is written over a horizontal line.

Name: Charles Hansen

Title: Vice President

EXHIBIT A

Mark	Country	Registration No.	Registration Date
PACIFIC BAY	United States	3900869	01/04/2011

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