

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/20/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRY GOODS, LLC		09/19/2016	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DRY GOODS, LLC		
<b>Street Address:</b>	6565 BRADY STREET		
<b>City:</b>	DAVENPORT		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	52806		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4962193	DRY GOODS USA SINCE 1872	
<b>Registration Number:</b>	4962192	DRY GOODS	
<b>Registration Number:</b>	4227985	DRY GOODS USA SINCE 1872	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5633241616		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	usptomail@l-wlaw.com		
<b>Correspondent Name:</b>	April A. Price		
<b>Address Line 1:</b>	220 N. Main Street, Suite 600		
<b>Address Line 4:</b>	Davenport, IOWA 52801		
<b>NAME OF SUBMITTER:</b>	April A. Price		
<b>SIGNATURE:</b>	/April A. Price/		
<b>DATE SIGNED:</b>	11/15/2017		
<b>Total Attachments: 3</b>			
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**PLAN OF MERGER**  
**BETWEEN**  
**DRY GOODS, LLC**  
an Iowa limited liability company  
**AND**  
**DRY GOODS, LLC**  
an Illinois limited liability company

This Plan of Merger is made and entered into as of September 19, 2016, by and between **DRY GOODS, LLC**, an Iowa limited liability company (hereinafter referred to as the "Merging LLC") and **DRY GOODS, LLC**, an Illinois limited liability company (hereinafter referred to as the "Surviving LLC").

**ARTICLE 1. MERGING AND SURVIVING LLC'S**

1.1 Merging LLC. Merging LLC is organized and in good standing under the laws of the State of Iowa and was organized on April 20, 2010.

1.2 Surviving LLC. Surviving LLC is organized and in good standing under the laws of the State of Illinois and was organized on September 16, 2016.

1.3 Merger. Each LLC deems it advisable that Merging LLC and Surviving LLC merge upon the terms and conditions set forth in this Plan of Merger, in accordance with Section 489.1002 of the Iowa Limited Liability Company Act ("Iowa Act") and Section 37.20 of the Illinois Limited Liability Company Act ("Illinois Act"). Upon the terms and subject to the Iowa Act and the Illinois Act on the Effective Date (as hereinafter defined), the Merging LLC shall be merged with and into the Surviving LLC. As a result of the merger, the separate existence of the Merging LLC shall cease and the Surviving LLC shall continue as the surviving LLC.

**ARTICLE 2. EFFECT OF MERGER**

2.1 Effective Date. Articles of Merger ("Articles of Merger") shall be duly prepared, executed and delivered to the Secretary of State of Iowa and Secretary of State of Illinois, as applicable, for filing. The merger shall be effective upon the filing of the Articles of Merger with the offices of the Illinois Secretary of State (the "Effective Date"). Upon the Effective Date, the merger shall be effective and shall have the effects set forth in the Iowa Act and the Illinois Act. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date, all rights, privileges, powers, immunities and franchises of the Merging LLC and Surviving LLC shall vest in the Surviving LLC and all debts, liabilities and duties and obligations of the Merging LLC and Surviving LLC shall become the obligation of the Surviving LLC and:

(a) Single LLC. Merging LLC and Surviving LLC shall be a single LLC with Surviving LLC as the survivor and the separate existence of Merging LLC shall cease, except to the extent that may be provided by the Iowa Act as to the Merging LLC;

(b) Surviving LLC Rights Vested. Surviving LLC shall possess all rights, privileges, immunities and franchises, of a public and private nature, of the Merging LLC; and all property, real, personal, mixed, and all and every other interest of or belonging or due to the Merging LLC shall be taken and vested in the Surviving LLC without any further act or deed; and the title to all real estate or any interest therein of the Merging LLC shall not revert or in any way be impaired by reason of the merger into the Surviving LLC;

(c) Surviving LLC Obligations. Surviving LLC shall be bound by and liable for any and all contracts, liabilities, debts, duties and obligations of the Merging LLC; and any claim, action or proceeding existing or pending by or against the Merging LLC may be prosecuted to judgment, or the Surviving LLC may be substituted in its place, and neither the rights of any creditors nor the liens on any property of the Merging LLC shall be impaired in any way by the merger;

(d) Articles of Organization. The Articles of Organization of the Surviving LLC, as existing and constituted immediately prior to the Effective Date of the merger, shall be and constitute the Articles of Organization of the Surviving LLC;

(e) Operating Agreement. The Operating Agreement of the Surviving LLC, as existing and constituted immediately prior to the Effective Date of the merger, shall be and constitute the Operating Agreement of the Surviving LLC.

### **ARTICLE 3. CANCELLATION OF MEMBERSHIP INTERESTS**

On the Effective Date, the Merging LLC membership interests, together with all rights with respect thereto, shall be cancelled.

### **ARTICLE 4. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Surviving LLC shall be 6565 Brady St., Davenport, Iowa 52806.

### **ARTICLE 5. FURTHER ASSURANCES**

If, at any time, the Surviving LLC shall be required or find it advisable that a further assignment or assurance shall become necessary or desirable with respect to the title to any property or rights of the Merging LLC, the former officers of the Merging LLC may execute and make all proper assignments and assurances and do all things necessary or desirable to transfer such property or rights into the Surviving LLC, and to otherwise to carry out the purposes of this Agreement and Plan of Merger.

Pursuant to the approval and authority given by resolutions duly adopted by all of the members of each respective limited liability company, this Agreement and Plan of Merger is hereby executed by the parties hereto as of the day and year written above.

**DRY GOODS, LLC,**  
an Iowa limited liability company

By: VON MAUR, INC.,  
its sole Member and Manager

By:   
Robert L. Larsen, its Chief Financial Officer

**DRY GOODS, LLC,**  
an Illinois limited liability company

By: VON MAUR, INC.,  
its sole Member and Manager

By:   
Robert L. Larsen, its Chief Financial Officer