

30-Jul-99

Montgomery Wards and Co., Inc. - Registered and Pending Trademarks

Trademark	Country Status	Class Goods	AppIn Number Filing Date	Reg Number Reg Date
10 PARK	<u>US</u> Registered	<u>25</u> SHOES	73/476296 19-Apr-84	<u>1346344</u> 02-Jul-85
A&E SIGNATURE SERVICE	<u>US</u> Registered	<u>37</u> REPAIR SERVICES FOR APPLIANCES AND ELECTRONICS DISCLAIMS: "SERVICE"	75/198499 15-Nov-96	<u>2184941</u> 25-Aug-98
A&E SIGNATURE SERVICE & DESIGN	<u>US</u> Registered	<u>37</u> REPAIR SERVICES FOR APPLIANCES AND ELECTRONICS DISCLAIMS: "SERVICE"	75/198558 15-Nov-96	<u>2184842</u> 25-Aug-98
AMERICAN WEEKEND	<u>US</u> Pending	<u>18</u> LUGGAGE	28-Jul-99	
AMERICAN WEEKEND	<u>US</u> Registered	<u>25</u> SHIRTS, SLACKS, SHORTS, WARMUP SUITS, SWEATERS, SKIRTS, SKORTS AND BLAZERS DISCLAIMS: "AMERICAN"	74/088557 16-Aug-90	<u>1654392</u> 20-Aug-91
ARCTIC SUN	<u>US</u> Registered	<u>25</u> CHILDREN'S OUTERWEAR NAMELY JACKETS	73/809296 26-Jun-89	<u>1581665</u> 06-Feb-90
AUTO EXPRESS	<u>US</u> Registered	<u>37</u> AUTOMOTIVE REPAIR AND MAINTENANCE SERVICES DISCLAIMS: "AUTO"	73/384690 13-Sep-82	<u>1277384</u> 08-May-84
AUTO EXPRESS	<u>US</u> Registered	<u>42</u> RETAIL AUTOMOTIVE STORE SERVICES DISCLAIMS: "AUTO"	73/679850 21-Aug-87	<u>1546833</u> 04-Jul-89

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AUTO EXPRESS	<u>US</u> Registered	<u>7</u> AUTOMOBILE AIR FILTERS AND OIL FILTERS DISCLAIMS: "AUTO"	<u>74726750</u> 08-Sep-95	<u>2002858</u> 24-Sep-96
BELIEVE IN...	<u>US</u> Pending	<u>11, 16, 20</u> 11: CHRISTMAS LIGHTS 16: PHOTOGRAPH ALBUMS, GIFT WRAPPING PAPER AND GIFT WRAPPING RIBBON 20: JEWELRY BOXES, PICTURE FRAMES, COMPACT MIRRORS AND FIGURINES 21: DINNERWARE, SERVICEWARE, CANDLE HOLDERS AND CANDLE RINGS 28: ORNAMENTS, GARLAND AND TREE SKIRTS	<u>27-Jul-99</u>	
BRYAN EDWARDS	<u>US</u> Registered	<u>25</u> BOY'S CLOTHING NAMELY BLAZERS, SUITS, SLACKS AND SHIRTS	<u>73/632510</u> 26-Nov-86	<u>1448662</u> 21-Jul-87
CHAIRMAN'S CLUB	<u>US</u> Registered	<u>36</u> CREDIT CARD SERVICES	<u>74/009188</u> 08-Dec-89	<u>1609349</u> 07-Aug-90
CLUB SODA	<u>US</u> Pending	<u>25</u> GIRLS SPORTSWEAR, NAMELY, TOPS, BOTTOMS AND HOSIERY	<u>28-Jul-99</u>	
COLLECTIONS	<u>US</u> Pending	<u>3</u> BATH AND BODY PRODUCTS, NAMELY, COLOGNE, BODY LOTION, BATH AND SHOWER GELS AND SOAPS, BUBBLE BATH BEADS AND BODY SPLASH	<u>75/332527</u> 29-Jul-97	

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COLOR CONNECTION	<u>US</u> Registered	<u>20, 24</u> 20: WINDOW COVERINGS, NAMELY, WINDOW SHADES AND BLINDS 24: WINDOW COVERINGS, NAMELY CURTAINS, SWAGS, VALANCES AND DRAPERIES MADE OF FABRIC	74/378017 08-Apr-93	<u>1867017</u> 13-Dec-94
COLOR CONNECTION	<u>US</u> Registered	<u>21</u> DINNERWARE AND CERAMIC PANTRY WARE, NAMELY, PLATES, BOWLS AND MUGS DISCLAIMS: "COLOR"	74/245277 22-Jan-92	<u>1727682</u> 27-Oct-92
COLOR CONNECTION	<u>US</u> Registered	<u>24</u> BLANKETS, COMFORTERS, SHEETS, PILLOWCASES, PILLOW SHAMS, DUST RUFFLES, BEDSPREADS, TOWELS, SHOWER CURTAINS, TABLECLOTHS DISCLAIMS: "COLOR"	74/245278 22-Jan-92	<u>1795052</u> 28-Sep-93
COOKING CLASSICS	<u>US</u> Pending	<u>21</u> UTENSILS AND KITCHEN GADGETS, NAMELY, POTS, PANS, COLANDERS, STOCK POTS, NON-ELECTRIC TEA KETTLES, RICE SKIMMERS, SLOTTED TURNERS, FORKS, SPOONS, SOUP LADLES AND POTATO MASHERS DISCLAIMS: "COOKING"	75/332253 29-Jul-97	<u>1862427</u> 15-Nov-94
COOKING CLASSICS PROFESSIONAL SERIES	<u>US</u> Pending	<u>21</u> POTS, PANS, COLANDERS, KITCHEN UTENSILS AND CUTLERY	27-Jul-99	<u>1862427</u> 15-Nov-94
DESIGN PERSPECTIVES	<u>US</u> Registered	<u>11</u> CEILING FANS	74/440958 27-Sep-93	<u>1862427</u> 15-Nov-94

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
DESIGN PERSPECTIVES	<u>US</u> Registered	<u>21, 24</u> 21: CHINA DINNERWARE; NAMELY, PLATES, CUPS, SAUCERS AND BOWLS 24: WINDOW TREATMENTS; NAMELY, DRAPERIES AND CURTAINS	<u>74/341405</u> 21-Dec-92	<u>1903277</u> 04-Jul-95
DESIGN PERSPECTIVES	<u>US</u> Registered	<u>21, 24, 27</u> 21: CANISTER SETS, SOAP CONTAINERS, SOAP DISHES, TOOTH BRUSH HOLDERS AND TISSUE HOLDERS 24: SHOWER CURTAINS AND LINERS, BATH TOWELS, HAND TOWELS AND FACE TOWELS 27: BATH RUGS DISCLAIMS: "DESIGN"	<u>74/390132</u> 14-May-93	<u>1860962</u> 01-Nov-94
DOCTRONICS	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES IN THE FIELD OF CONSUMER ELECTRONIC PARTS AND ACCESSORIES	<u>74/095632</u> 10-Sep-90	<u>1903122</u> 04-Jul-95
EDGY DOGS	<u>US</u> Unfiled	<u>14, 18, 25</u> 14: JEWELRY AND WATCHES 18: HANDBAGS 25: JUNIORS, YOUNG MENS, BOYS AND GIRLS APPAREL, BELTS, HATS, HOSEIERY AND SLIPPERS		
EDGY DOGS	<u>US</u> Published	<u>25</u> SHOES	<u>75/482911</u> 11-May-98	<u>20</u>

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
ELECTRIC AVE & MORE & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES FEATURING HOME ELECTRONICS, COMPUTERS, CAR AUDIO PRODUCTS, APPLIANCES, LAWN AND GARDEN EQUIPMENT, EXERCISE EQUIPMENT INCLUDING BICYCLES, PERSONAL CARE EQUIPMENT, SUCH AS HAIR DRYERS, CAMERAS AND FILM, VIDEO GAMES AND COMPACT DISCS, FURNITURE, LIGHT FIXTURES AND LAMPS, MATTRESSES, FUTONS, AND BED FRAMES, AND CARPETING	74718432 18-Aug-95	21 <u>2017246</u> 19-Nov-96
ELECTRIC AVE. & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES FEATURING HOME ELECTRONICS, COMPUTERS, CAR AUDIO PRODUCTS, APPLIANCES, LAWN AND GARDEN EQUIPMENT, EXERCISE EQUIPMENT INCLUDING BICYCLES, PERSONAL CARE EQUIPMENT, SUCH AS HAIR DRYERS, CAMERAS AND FILM, AND VIDEO GAMES AND COMPACT DISCS DISCLAIMS: "ELECTRIC"	74718436 18-Aug-95	22 <u>2051992</u> 15-Apr-97
ELECTRIC AVE. & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES FOR HOME ELECTRONICS AND APPLIANCES DISCLAIMS: "ELECTRIC"	74083977 01-Aug-90	23 <u>1855087</u> 27-Aug-91
ELECTRIC AVE. & MORE & DESIGN	<u>USAL</u> Registered	<u>42</u> RETAIL TRADE, ELECTRONICS		<u>106-392</u> 10-Apr-95
ELECTRIC AVENUE & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES FOR HOME ELECTRONICS AND APPLIANCES DISCLAIMS: "ELECTRIC"	737714034 29-Feb-88	24 <u>1591399</u> 10-Apr-90

<u>Trademark</u>	<u>Country Status</u>	<u>Class Goods</u>	<u>Appln Number Filing Date</u>	<u>Reg Number Reg Date</u>
ELECTRIC AVENUE & MORE	<u>USWI</u> Registered	42 RETAIL OF CONSUMER ELECTRONICS		<u>(NONE)</u> 28-Mar-95
EURO SPA	<u>US</u> Pending	<u>3, 9, 10, 11,</u> 3: AEROMATHERAPY BEADS 9: THERMOMETERS, SCALES, HAIR CURLING IRONS, HAIR CURLERS, AND HAIR HOT ROLLERS 10: THERAPEUTIC BIPOLAR WAVE FORM MAGNETS AND MOTOR CONTROLLED MASSAGE PADS AND CHAIRS 11: WHIRLPOOL BATHS, HEATING PADS, FOOT BATHS AND HAIR DRYERS 21: ELECTRIC TOOTHBRUSHES	27-Jul-99	
FAMILY IMPROVEMENT TABS	<u>US</u> Registered	5 MULTIPLE VITAMINS FOR HUMAN CONSUMPTION DISCLAIMS: "TABS"	73/257931 14-Apr-80	<u>1181813</u> 15-Dec-81
GOLD'N GEMS	<u>US</u> Registered	14, 42 14: JEWELRY MADE OF PRECIOUS METALS, NAMELY EARRINGS, PENDANTS, FINGERNAILS, RINGS, CHARMS, AND JEWELS 47: RETAIL STORE, MAIL ORDER, AND DISTRIBUTORSHIP SERVICES FOR JEWELRY DISCLAIMS: "GEMS"	73/720577 04-Apr-88	<u>1618665</u> 23-Oct-90
GRAND MANNER	<u>US</u> Registered	24 TOWELS	72/140820 03-Apr-62	<u>745538</u> 19-Feb-63
GRAND MANNER	<u>US</u> Registered	24 SHEETS, SPREADS, BLANKETS, PILLOW CASES, AND WASH CLOTHS	72/157971 27-Nov-62	<u>758461</u> 15-Oct-63

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GRAND MANOR	<u>US</u> Registered	<u>11</u> CEILING FANS	74/440858 27-Sep-93	<u>1941982</u> 19-Dec-95
GRAND MANOR	<u>US</u> Registered	<u>27</u> BATHROOM RUGS	74/691572 21-Jun-95	<u>2066219</u> 03-Jun-97
GRAND MANOR & DESIGN	<u>US</u> Registered	<u>24</u> BED SPREADS, BLANKETS, COMFORTERS, CURTAINS, DRAPES, DUST RUFFLES, PILLOW CASES, PILLOW SHAMS, BED SHEETS, TABLECLOTHS NOT OF PAPER, AND TOWELS	74/180786 01-Jul-91	<u>1820657</u> 08-Feb-94
GRAPPLER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	72/425777 30-May-72	<u>966488</u> 21-Aug-73
GUEST HOUSE	<u>US</u> Pending	<u>20</u> FURNITURE	27-Jul-99	
HAMPTON	<u>US</u> Registered	<u>1B</u> LUGGAGE	73/180181 28-Jul-78	<u>1126548</u> 06-Nov-79
HIGHLAND PARK	<u>US</u> Registered	<u>25</u> MEN'S SUITS, JACKETS AND TROUSERS	73/432703 30-Jun-83	<u>1292405</u> 28-Aug-84
HILL & ARCHER	<u>US</u> Registered	<u>25</u> WEARING APPAREL; NAMELY TRENCH COATS, RAIN COATS, DRESS COATS, TIES AND HOSE	74/724061 01-Sep-95	<u>1982739</u> 25-Jun-96
HILL & ARCHER FOR MEN	<u>US</u> Registered	<u>25</u> MEN'S CLOTHING NAMELY SHIRTS, SLACKS AND SHORTS DISCLAIMS: "FOR MEN"	73/436724 28-Jul-83	<u>1348034</u> 09-Jul-85

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HOME IDEAS & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES	74083976 01-Aug-90	<u>1651140</u> 16-Jul-91
HOME IDEAS (STYLED)	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES	73714627 03-Mar-88	<u>1512141</u> 08-Nov-88
INTIMATE OPTIONS	<u>US</u> Pending	<u>25</u> WOMENS INTIMATE APPAREL, NAMELY, BRAS, PANTIES AND SLEEPWEAR	28-Jul-99	
KIDS STORE & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES DISCLAIMS: "KIDS STORE"	73762315 07-Nov-88	<u>1558561</u> 26-Sep-89
KIDS STORE (RECTANGLE DESIGN)	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES DISCLAIMS: "KIDS STORE"	73764098 17-Nov-88	<u>1558564</u> 26-Sep-89
KNIGHT-O-REST & DESIGN	<u>US</u> Registered	<u>20</u> MATTRESSES	71271151 16-Aug-28	<u>250601</u> 11-Dec-28
LITTLE NORTH WEST BLUE	<u>US</u> Registered	<u>25</u> CHILDREN'S APPAREL, NAMELY, JEANS, COVERALLS, OVERALLS, SHORTALLS, JUMPERS, DRESSES, JACKETS, FLANNEL SHIRTS, SHORTS, PLAY SETS IN THE NATURE OF COORDINATED TOPS AND BOTTOMS, AND INFANTS' AND TODDLERS' SHOES DISCLAIMS: "BLUE"	74732673 21-Sep-95	<u>2091926</u> 26-Aug-97
LIVING ROOMS AND MORE	<u>USNY</u> Registered	<u>100</u> RETAIL STORE SERVICES		<u>S-13483</u> 09-Apr-93

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MENU MAGIC & LOGO	<u>US</u> Registered	<u>11</u> GAS AND ELECTRIC RANGES	72/109987 09-Dec-60 <i>43</i>	<u>721334</u> 12-Sep-61
MIW (STYLIZED)	<u>US</u> Registered	<u>36</u> UNDERWRITING OF INSURANCE	73/147895 09-Nov-77 <i>44</i>	<u>1133833</u> 22-Apr-80
MONTGOMERY WARD	<u>JP</u> Registered	<u>11</u> RADIO'S, TV'S, HAIR DRYERS		<u>1520126</u> 29-Jun-82
MONTGOMERY WARD	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE AND MAIL ORDER SERVICES	73/247340 23-Jan-80 <i>45</i>	<u>1170705</u> 22-Sep-81
MONTGOMERY WARD & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE AND MAIL ORDER SERVICES	73/394859 30-Sep-82 <i>46</i>	<u>1258963</u> 22-Nov-83
MORE IN EVERY STORE	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE	74/687877 13-Jun-95 <i>47</i>	<u>2031595</u> 21-Jan-97
MULTI-BEAT	<u>US</u> Registered	<u>9</u> VACUUM CLEANERS PRIMARILY INTENDED FOR DOMESTIC USE	73/189707 18-Oct-78 <i>48</i>	<u>1143172</u> 16-Dec-80
MW	<u>USMD</u> Registered	<u>54</u> RETAIL DEPARTMENT STORE SERVICES		<u>90-52650</u> 22-Oct-90
MY STARS	<u>US</u> Unfiled	<u>11, 24, 28</u> 11: LAMPS 24: BEDDING 28: MOBILES		

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MY STARS	<u>US</u> Registered	<u>25</u> GIRLS' CLOTHING, NAMELY, DRESSES, PANTS, TOPS AND SHOES	74/440724 27-Sep-93	<u>1843038</u> 05-Jul-94
MY STARS & DESIGN	<u>US</u> Registered	<u>25</u> GIRLS' CLOTHING, NAMELY, DRESSES, PANTS, TOPS	74/440718 27-Sep-93	<u>1886128</u> 28-Mar-95
NALDECON-EX	<u>US</u> Registered	<u>5</u> NASAL DECONGESTANT	73/204680 22-Feb-79	<u>1131063</u> 01-Apr-80
NORTH WEST BLUE	<u>US</u> Unfiled	<u>14, 18, 25</u> 14: JEWELRY AND WATCHES 18: HANDBAGS, WALLETS AND CHANGE PURSES 25: INTIMATE APPAREL, SOCKS, HOSIERY, NECKWEAR, GLOVES, PANTS, BLOUSES, SHIRTS, JACKETS, WOVEN SHIRTS, KNIT SHIRTS, THERMALS, TOPS AND BOTTOMS		
NORTH WEST BLUE	<u>US</u> Registered	<u>25</u> WEARING APPAREL; NAMELY, WOMEN'S SHORTS, SWEATERS, DRESSES AND SKIRTS; MEN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS AND SHOES; CHILDREN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS AND SHOES DISCLAIMS: "BLUE"	74/388803 07-Jun-93	<u>1905042</u> 11-Jul-95

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Status	Goods	Filing Date	Reg Date	
NORTH WEST BLUE	<u>US</u> Registered	<u>25</u> INTIMATE APPAREL; NAMELY, ROBES, SLEEPWEAR, LOUNGEWEAR, PANTIES, BRAS, AND VESTS, LEOTARDS, SOCKS, HOSIERY, NECKWEAR, GLOVES, HATS, HEAD WRAPS, HEADBANDS AND BELTS DISCLAIMS: "BLUE"	75/075793 20-Mar-96	<u>2024174</u> 17-Dec-96
NORTHWEST BLUE	<u>US</u> Registered	<u>25</u> WOMEN'S APPAREL, NAMELY, PANTS, BLOUSES, SHIRTS, AND JACKETS DISCLAIMS: "BLUE"	74/398802 07-Jun-93	<u>1845686</u> 19-Jul-94
NORTHWEST BLUE	<u>US</u> Registered	<u>25</u> INTIMATE APPAREL; NAMELY, ROBES, SLEEPWEAR, LOUNGEWEAR, PANTIES, BRAS, AND VESTS, LEOTARDS, SOCKS, HOSIERY, NECKWEAR, GLOVES, HATS, HEAD WRAPS, HEADBANDS AND BELTS DISCLAIMS: "BLUE"	74/538509 16-Jun-94	<u>1995973</u> 20-Aug-98
NORTHWEST BLUE	<u>US</u> Registered	<u>28</u> HAIR ACCESSORIES; NAMELY, BARRETTES, BOWS AND PONY TAIL HOLDERS DISCLAIMS: "BLUE"	74/538510 16-Jun-94	<u>1993929</u> 13-Aug-96
NUCLEUS	<u>US</u> Registered	<u>25</u> SHOES	74/196551 19-Aug-91	<u>1703409</u> 28-Jul-92
NWB CASUALS	<u>US</u> Pending	<u>14</u> JEWELRY AND WATCHES	27-Jul-99	
NWB CASUALS	<u>US</u> Pending	<u>18</u> WOMEN'S ACCESSORIES, NAMELY, HANDBAGS, BACKPACKS AND WALLETS	28-Jul-99	

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Goods</u>	<u>Appln Number</u>	<u>Filing Date</u>	<u>Reg Number</u>	<u>Reg Date</u>
NWB CASUALS	<u>US</u>	<u>25</u>	WEARING APPAREL; NAMELY, WOMEN'S SHORTS, SWEATERS, DRESSES, SKIRTS, MEN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS, SHOES, CHILDREN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS AND SHOES DISCLAIMS: "CASUALS"	75/376825	20-Oct-97		
OUTDOOR EXCHANGE	<u>US</u>	<u>18, 25</u>	BACKPACKS AND HOSIERY	73/432539	29-Jun-83	1294557	11-Sep-84
OUTDOOR EXCHANGE	<u>US</u>	<u>25</u>	CLOTHING, NAMELY, SHIRTS, SLACKS, SHORTS, SWEATERS, JACKETS AND SHOES	73/189717	18-Oct-78	1148778	24-Mar-81
POWER PLUS	<u>US</u>	<u>9</u>	VACUUM CLEANERS PRIMARILY INTENDED FOR DOMESTIC USE DISCLAIMS: "POWER"	72/119540	08-May-61	725487	26-Dec-61
POWER-KRAFT	<u>US</u>	<u>21</u>	TOOL CHESTS AND TOOL BOXES				

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POWER-KRAFT	<u>US</u> Registered	<u>7, 8</u> JOINER-PLANERS, BANDSAWS, DRILL PRESSES, JIG SAWS, BANDSAW BLADES, CUTTER HEADS, HAND SAW BLADES, JOINTERS, BELT SANDERS, WOOD LATHES, METAL LATHES, RADIAL DRILL PRESSES, HACK SAWS, ROUTERS, PLANERS, DRILLS, DRILL BITS, WELDERS, TAP AND DIE SETS, SOCKET WRENCH SETS, ADJUSTABLE WRENCHES, PLIERS, FILES, SCREWDRIVERS, TAPES, HANDSAWS, COPING SAWS, MITRE BOXES, BRACES, VISES, CHISELS, AXES, RATCHETS, PLANES, HAMMERS, SOLDERING GUNS, PAINT SCRAPERS, PIPE WRENCHES, BLOW TORCHES, PIPE THREADERS AND SPRAY GUNS	<u>72/118091</u> 18-Apr-61	<u>728250</u> 06-Mar-62
POWER-KRAFT	<u>US</u> Registered	<u>9</u> RULES, LEVELS AND TRANSITS	<u>72/119447</u> 05-May-61	<u>727007</u> 30-Jan-62
PRETTY SPECIAL	<u>US</u> Registered	<u>25, 42</u> 25: CHILDREN'S APPAREL, NAMELY, PANTS, SHORTS, SHIRTS, TOPS, JUMPERS, OVERALLS, SHORTALLS, ROMPERS, T-SHIRTS, DRESSES, SKIRTS, SWEATERS, JACKETS AND SLEEPWEAR 42: RETAIL STORE SERVICES IN THE FIELD OF WEARING APPAREL	<u>74/398804</u> 07-Jun-93	<u>1879056</u> 14-Feb-95
PROM QUEEN	<u>US</u> Pending	<u>25</u> JUNIORS INTIMATE APPAREL, NAMELY, BRAS, PANTIES AND SLEEPWEAR	<u>73/109111</u> 09-Dec-76	<u>1077952</u> 22-Nov-77
PURE LUXURY	<u>US</u> Registered	<u>25</u> WOMEN'S AND GIRLS' UNDERGARMENTS - NAMELY, BRASSIERES, SLIPS AND PANTIES	<u>73/109111</u> 09-Dec-76	<u>1077952</u> 22-Nov-77

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QUICK START	<u>US</u> Registered	<u>9</u> ELECTRIC STORAGE BATTERIES	74/116510 19-Nov-90	<u>1816660</u> 18-Jan-94
QUICK START & DESIGN	<u>US</u> Registered	<u>9</u> ELECTRIC STORAGE BATTERIES	74/265707 14-Apr-92	<u>1846525</u> 26-Jul-94
RAYE REVIEWS	<u>US</u> Registered	<u>25</u> SHOES	73/532868 18-Apr-85	<u>1366785</u> 22-Oct-85
RIVIERA	<u>US</u> Registered	<u>20</u> MATTRESSES	71/595887 18-Apr-50	<u>542770</u> 22-May-51
ROAD TAMER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	72/425775 30-May-72	<u>966487</u> 21-Aug-73
ROAD TAMER	<u>US</u> Registered	<u>37</u> AUTO REPAIR SERVICES; NAMELY, FOR BRAKES, SHOCKS AND STRUTS	74/422259 09-Aug-93	<u>1830600</u> 12-Apr-94
ROMANTIC MOODS	<u>US</u> Registered	<u>25</u> WOMEN'S CLOTHING, NAMELY, BRASSIERES, PANTIES, SLEEPWEAR, SLIPS, CAMISOLES AND HOSIERY	73/637393 29-Dec-86	<u>1469140</u> 15-Dec-87
ROMANTIC MOODS	<u>US</u> Registered	<u>3</u> COLOGNE, BODY LOTION, BATH AND SHOWER GELS AND SOAPS, BUBBLE BATH BEADS AND SOAPS	74/433275 07-Sep-93	<u>1892532</u> 02-May-95
ROOMS & MORE	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES FOR FURNITURE	74/438575 22-Sep-93	<u>1930531</u> 31-Oct-95

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
SEA KING	<u>US</u> Registered	<u>7</u> OUTBOARD MOTORS AND MARINE WINCHES	72/131980 14-Nov-61	<u>737857</u> 18-Sep-62
SHEER PERFECTION	<u>US</u> Registered	<u>25</u> WOMEN'S HOSIERY DISCLAIMS: "SHEER". STATEMENT THAT 'GOODS SOLD UNDER THE MARK ARE MADE TO APPLICANT'S ORDER AND SPECIFICATION. APPLICANT CONTROLS THE NATURE & QUALITY OF THE GOODS UNDER THIS USE.	74/397716 10-May-93	<u>1828356</u> 29-Mar-94
SHERIDAN SQUARE	<u>US</u> Registered	<u>25</u> WOMEN'S CLOTHING, NAMELY, SUITS AND BLOUSES	73/878521 14-Aug-87	<u>1482461</u> 29-Mar-88
SHIP 'N SHORE	<u>US</u> Registered	<u>25</u> WOMEN'S APPAREL; NAMELY, SHORTS, PANTS, SLACKS, JUMPSUITS, CULOTTES, SKIRTS, CARDIGANS, SHIRTS, SWEATERS, KNIT TOPS, WOVEN SHIRTS AND SHELLS, BLOUSES, T-SHIRTS, VESTS, JUMPERS, DRESSES, BLAZERS, TUNICS, JACKETS AND HALTERS	74/018161 11-Jan-90	<u>1779703</u> 28-Jun-93
SHIP 'N SHORE	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES IN THE FIELD OF CLOTHING	74/284834 12-Jun-92	<u>1803952</u> 09-Nov-93
SHIP 'N SHORE SPORT	<u>US</u> Registered	<u>25</u> WOMEN'S APPAREL; NAMELY, SHORTS, PANTS, SLACKS, SHIRTS, SWEATERS, KNIT TOPS, WOVEN SHIRTS AND SHELLS, BLOUSES, T-SHIRTS, BLAZERS, JACKETS DISCLAIMS: "SPORT"	74/245028 10-Feb-92	<u>1812979</u> 21-Dec-93

<u>Trademark</u>	<u>Country</u> Status	<u>Class</u> Goods	<u>Appln Number</u> Filing Date	<u>Reg Number</u> Reg Date
SILVER LEGEND	<u>US</u> Pending	<u>14</u> JEWELRY AND WATCHES	27-Jul-99	
SKIPS	<u>US</u> Registered	<u>25</u> TENNIS SHOES AND OTHER CANVAS FOOTWEAR	72/058868 08-Aug-58	81 689937 15-Dec-59
SLEEP CONNECTION	<u>US</u> Unfiled	<u>20, 24</u> 20: PILLOWS 24: PILLOW COVERS, MATTRESS PADS, MATTRESS COVERS, SHEETS, COMFORTERS AND BLANKETS		
SOFTWASH	<u>US</u> Registered	<u>7</u> COMPONENT OF WASHING MACHINE, NAMELY, WASHING CYCLE	74/479892 18-Jan-94	82 1911090 15-Aug-95
SOUTH SHORE	<u>US</u> Registered	<u>25</u> SHOES	73/532872 18-Apr-85	83 1365786 22-Oct-85
SPARE TIME	<u>US</u> Registered	<u>25</u> CLOTHING, NAMELY, SHIRTS, (SLACKS, SHORTS, JACKETS AND SWEATERS)	73/432535 29-Jun-83	84 1291269 21-Aug-84
STALKER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	73/311885 26-May-81	85 1191651 09-Mar-82
STILL LIFE	<u>US</u> Unfiled	<u>20</u> PICTURE FRAMES.		

Trademark	Country	Class	Goods	Appln Number	Filing Date	Reg Number	Reg Date
STRATOLITE	<u>US</u>	<u>18</u>	LUGGAGE TO WIT, TRAVEL CASES, COMPANION CASES, PULLMAN CASES, OVERNIGHT CASES, TWO-SUITER CASES AND THREE-SUITER CASES	72/131596	08-Nov-61	736624	28-Aug-62
THE GAS MISER	<u>US</u>	<u>12</u>	VEHICLE TIRES	73/224513	23-Jul-79	1149737	31-Mar-81
THE LOOK THAT FITS GREAT THE FIT THAT LOOKS GREAT	<u>US</u>	<u>25</u>	WEARING APPAREL, NAMELY, SHIRTS, PANTS, JACKETS, SWEATERS, BELTS AND SHOES	74/398805	07-Jun-93	1859198	18-Oct-94
THE SIGNATURE CONCEPT	<u>US</u>	<u>35, 42</u>	35: BUSINESS MEETING AND CONVENTION PLANNING SERVICES 42: ENTERTAINING PLANNING SERVICES	74/238584	21-Jan-92	1747378	19-Jan-93
TODAY'S TABLE	<u>US</u>	<u>21</u>	DINNERWARE, FLATWARE, GLASSWARE AND SERVICEWARE	28-Jul-99			
TRICYCLE	<u>US</u>	<u>25</u>	CHILDREN'S SHOES	74/695571	30-Jun-95	2093480	02-Sep-97
TRICYCLE	<u>US</u>	<u>25</u>	CHILDREN'S, INFANTS' AND TODDLERS' COATS, JACKETS, KNIT TOPS AND BOTTOMS, SWEATERS, PANTS, WOVEN SHIRTS, SHORTS, JEANS, UNDERWEAR, HOSIERY, PAJAMAS, SWIMWEAR, DRESSES, LEOTARDS, AND SETS COMPRISING PANTS AND SHIRTS	75/017339	09-Nov-95	2242988	04-May-99

<u>Trademark</u>	<u>Country</u> Status	<u>Class</u> Goods	<u>Appin Number</u> Filing Date	<u>Reg Number</u> Reg Date
ULTRA COAT	<u>US</u> Registered	<u>2</u> INTERIOR PAINT DISCLAIMS: "COAT"	73705169 92 11-Jan-88	<u>1505482</u> 27-Sep-88
URBAN WORKS	<u>US</u> Pending	<u>14</u> JEWELRY AND WATCHES	28-Jul-99	
URBAN WORKS	<u>US</u> Registered	<u>25</u> MEN'S CLOTHING, NAMELY SHIRTS, PANTS, JACKETS AND SWEATERS	74/062265 93 24-May-90	<u>1695379</u> 16-Jun-92
URBAN WORKS	<u>US</u> Registered	<u>25</u> BELTS AND SHOES; AND WEARING APPAREL, NAMELY, CHILDREN'S SHIRTS, PANTS, JACKETS AND SWEATERS	74/398806 94 07-Jun-93	<u>1856326</u> 27-Sep-94
WARDS	<u>US</u> Registered	<u>2</u> PAINTS - TO WIT, HOUSE PAINTS, CEMENT FLOOR PAINTS, FLOOR AND PORCH PAINTS, FLAT WALL PAINTS, HULL AND DECK PAINTS, BOAT AND CANOE PAINTS, SHINGLE AND SHAKE PAINTS, TRIM AND SHUTTER PAINTS, LOG SIDING PAINTS, ROOF AND FOUNDATION PAINTS, ALUMINUM PAINTS, BARN AND RANCH PAINTS, AND ENAMELS, WOOD PRIMERS, SEALERS, SHELLACS, METAL PRIMERS, MARINE AND SPAR VARNISHES, FLOOR VARNISHES, PAINT AND PLASTER TEXTURE FINISHES, LINSEED OILS, VARNISH THINNERS, ROOF COATINGS, STAINS, TURPENTINES, WOOD PRESERVATIVES AND PATCHING CEMENTS	72/127415 95 07-Sep-61	<u>728443</u> 13-Mar-62
WARDS	<u>US</u> Registered	<u>35</u> RETAIL DEPARTMENT STORE SERVICES	75/381692 96 30-Oct-97	<u>2210857</u> 15-Dec-98

Trademark	Country Status	Class Goods	Appin Number Filing Date	Reg Number Reg Date
WENTWORTH	<u>US</u> Pending	<u>25</u> MENS SHOES AND APPAREL, NAMELY, PANTS, DRESS SHIRTS, SPORT SHIRTS, SHORTS, SPORT COATS, JACKETS, SWEATERS, BELTS, SOCKS, NECK TIES AND HOSIERY	28-Jul-99	
YOU CANT SHOP SMARTER THAN WARDS	<u>US</u> Pending	<u>35</u> RETAIL DEPARTMENT STORE SERVICES	75/617668 07-Jan-99	97

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of August 2, 1999, made by **MONTGOMERY WARD, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **BT COMMERCIAL CORPORATION**, a Delaware corporation ("**BTCC**"), acting in its capacity as agent (BTCC, acting in such capacity, "**Agent**") for itself and the "**Lenders**" and "**Issuing Banks**" (as such terms are defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "**Credit Agreement**"), among Grantor, Agent and Lenders, Agent and Lenders have severally agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor and Agent are parties to a certain General Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), pursuant to which Grantor has granted a continuing security interest in and to certain of its assets to Agent for its benefit and the ratable benefit of Lenders and Issuing Banks; and

WHEREAS, Agent and Lenders have required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders and Issuing Banks;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration of otherwise) of all "**Secured Obligations**" (as defined in the Security Agreement), and to induce Agent and each of the Lenders to enter into the Credit Agreement and to make the Loans and other extensions of credit provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Agent for its benefit and the ratable benefit of Lenders and Issuing Banks, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license

agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter bearing Trademarks covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

5. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that, to the extent economically feasible in the exercise of its reasonable judgment, it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Agent under this Agreement.

6. New Trademarks and Licenses. Grantor represents and warrants that, as of the Closing Date, **(a)** the Trademarks listed on **Schedule A** include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, **(b)** the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and **(c)** other than Permitted Liens, no Liens thereon have been granted by Grantor to any Person other than Agent. If, prior to the termination of this Agreement, Grantor shall **(i)** obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, **(ii)** become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or **(iii)** enter into any new trademark license agreement or service mark license agreement, the provisions of **paragraph 4** above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in **clauses (i)**(for registered trademarks and trademark applications only), **(ii)** and **(iii)** of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update **(i) Schedule A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications and **(ii) Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under **paragraph 4** above or under this **paragraph 6**. Grantor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under **paragraph 15** or pursuant to **Section 10** of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender or Issuing Bank to Grantor.

8. **Right to Inspect; Further Assignments and Security Interests.** Agent may enter upon the premises of Borrower at any time and from time to time during normal business hours and upon reasonable notice under the circumstances (and at any time at all on or after the occurrence and during the continuance of an Event of Default) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; **provided, that** in conducting such inspections and examinations, such Agent shall use all reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Agent, (ii) to maintain the quality of such products bearing the Trademarks as of the date hereof, and (iii) not to change the quality of such products in any material respect without Agent's prior and express written consent.

9. **Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid and satisfied in full in cash and the Credit Agreement, the Security Agreement and all of the other Credit Documents have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Security Agreement.

10. **Duties of Grantor.** Grantor shall have the duty, to the extent Grantor deems desirable, in the exercise of its reasonable judgment, to make application for trademarks or service marks that are necessary in the operation of Grantor's business. To the extent deemed economically feasible by Grantor in the exercise of its reasonable business judgment, Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of Agent, (ii) to use its best efforts to maintain in full force and effect the Trademarks and the

Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business, and (iii) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither Agent nor any Lender or Issuing Bank shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender or Issuing Bank shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Secured Obligations secured hereby.

11. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent and each of the Lenders and Issuing Banks for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this **paragraph 11** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. Waivers. Failure by Agent or any of the Lenders or Issuing Banks at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent or any of the Lenders or Issuing Banks thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent or Grantor and any of the Lenders or Issuing Banks have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent or any of the Lenders or Issuing Banks unless such suspension or waiver is in writing signed by an officer of Agent, consented to by the Majority Lenders or all Lenders, to the extent required under the Credit Agreement, and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its and the Lenders' and Issuing Banks' best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid and satisfied in full in cash and the Security Agreement, the Credit Agreement and each of the other Credit Documents shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and any of the Lenders and Issuing Banks under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Security Agreement and any of the other Credit Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Credit Documents. Grantor agrees that any notification of intended disposition

of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) Business Days before such disposition; **provided, that** Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Agent and each of the Lenders and Issuing Banks hereunder, inure to the benefit of Agent and the Lenders and Issuing Banks and their respective successors and assigns.

17. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in **Section 11.7** of the Credit Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Credit Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

18. CHOICE OF LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS TRADEMARK SECURITY AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

21. Merger. This Agreement and the Credit Documents represent the final agreement of Grantor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Agent or between Grantor and any of the Lenders or Issuing Banks.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Agent and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MONTGOMERY WARD, LLC
a Delaware limited liability company

By: *Douglas V. Bathany*
Name: Douglas V. Bathany
Title: Vice President - Treasurer

**ACCEPTED AND AGREED TO AS OF
THE 2ND DAY OF AUGUST, 1999**

BT COMMERCIAL CORPORATION,
as Agent

By: *Wayne D. Hillock*
Name: Wayne D. Hillock
Title: Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF AUGUST 2, 1999**

See attached.

Montgomery Wards and Co., Inc. - Registered and Pending Trademarks 30-Jul-99

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
10 PARK	<u>US</u> Registered	<u>25</u> SHOES	73/476296 19-Apr-84	<u>1348344</u> 02-Jul-85
A&E SIGNATURE SERVICE	<u>US</u> Registered	<u>37</u> REPAIR SERVICES FOR APPLIANCES AND ELECTRONICS DISCLAIMS: "SERVICE"	75/198489 15-Nov-96	<u>2184841</u> 25-Aug-98
A&E SIGNATURE SERVICE & DESIGN	<u>US</u> Registered	<u>37</u> REPAIR SERVICES FOR APPLIANCES AND ELECTRONICS DISCLAIMS: "SERVICE"	75/198558 15-Nov-96	<u>2184842</u> 25-Aug-98
AMERICAN WEEKEND	<u>US</u> Pending	<u>18</u> LUGGAGE	28-Jul-99	
AMERICAN WEEKEND	<u>US</u> Registered	<u>25</u> SHIRTS, SLACKS, SHORTS, WARMUP SUITS, SWEATERS, SKIRTS, SKORTS AND BLAZERS DISCLAIMS: "AMERICAN"	74/088557 16-Aug-90	<u>1654392</u> 20-Aug-91
ARCTIC SUN	<u>US</u> Registered	<u>25</u> CHILDREN'S OUTERWEAR NAMELY JACKETS	73/809296 26-Jun-89	<u>1581665</u> 06-Feb-90
AUTO EXPRESS	<u>US</u> Registered	<u>37</u> AUTOMOTIVE REPAIR AND MAINTENANCE SERVICES DISCLAIMS: "AUTO"	73/384690 13-Sep-82	<u>1277384</u> 08-May-84
AUTO EXPRESS	<u>US</u> Registered	<u>42</u> RETAIL AUTOMOTIVE STORE SERVICES DISCLAIMS: "AUTO"	73/679850 21-Aug-87	<u>1546833</u> 04-Jul-89

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
AUTO EXPRESS	<u>US</u> Registered	<u>7</u> AUTOMOBILE AIR FILTERS AND OIL FILTERS DISCLAIMS: "AUTO"	74/726750 08-Sep-95	<u>2002856</u> 24-Sep-96
BELIEVE IN...	<u>US</u> Pending	<u>11, 16, 20</u> 11: CHRISTMAS LIGHTS 16: PHOTOGRAPH ALBUMS, GIFT WRAPPING PAPER AND GIFT WRAPPING RIBBON 20: JEWELRY BOXES, PICTURE FRAMES, COMPACT MIRRORS AND FIGURINES 21: DINNERWARE, SERVICEWARE, CANDLE HOLDERS AND CANDLE RINGS 28: ORNAMENTS, GARLAND AND TREE SKIRTS	27-Jul-99	
BRYAN EDWARDS	<u>US</u> Registered	<u>25</u> BOY'S CLOTHING NAMELY BLAZERS, SUITS, SLACKS AND SHIRTS	73/632510 26-Nov-86	<u>1448662</u> 21-Jul-87
CHAIRMAN'S CLUB	<u>US</u> Registered	<u>36</u> CREDIT CARD SERVICES	74/009188 08-Dec-89	<u>1609349</u> 07-Aug-90
CLUB SODA	<u>US</u> Pending	<u>25</u> GIRLS SPORTSWEAR, NAMELY, TOPS, BOTTOMS AND HOSIERY	28-Jul-99	
COLLECTIONS	<u>US</u> Pending	<u>3</u> BATH AND BODY PRODUCTS, NAMELY, COLOGNE, BODY LOTION, BATH AND SHOWER GELS AND SOAPS, BUBBLE BATH BEADS AND BODY SPLASH	75/332527 29-Jul-87	

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
COLOR CONNECTION	<u>US</u> Registered	<u>20, 24</u> 20: WINDOW COVERINGS, NAMELY, WINDOW SHADES AND BLINDS 24: WINDOW COVERINGS, NAMELY CURTAINS, SWAGS, VALANCES AND DRAPERIES MADE OF FABRIC	74/378017 08-Apr-93	<u>1867017</u> 13-Dec-94
COLOR CONNECTION	<u>US</u> Registered	<u>21</u> DINNERWARE AND CERAMIC PANTRY WARE, NAMELY, PLATES, BOWLS AND MUGS DISCLAIMS: "COLOR"	74/245277 22-Jan-92	<u>1727682</u> 27-Oct-92
COLOR CONNECTION	<u>US</u> Registered	<u>24</u> BLANKETS, COMFORTERS, SHEETS, PILLOWCASES, PILLOW SHAMS, DUST RUFFLES, BEDSPREADS, TOWELS, SHOWER CURTAINS, TABLECLOTHS DISCLAIMS: "COLOR"	74/245278 22-Jan-92	<u>1795052</u> 28-Sep-93
COOKING CLASSICS	<u>US</u> Pending	<u>21</u> UTENSILS AND KITCHEN GADGETS, NAMELY, POTS, PANS, COLANDERS, STOCK POTS, NON-ELECTRIC TEA KETTLES, RICE SKIMMERS, SLOTTED TURNERS, FORKS, SPOONS, SOUP LADLES AND POTATO MASHERS DISCLAIMS: "COOKING"	75/332253 29-Jul-97	
COOKING CLASSICS PROFESSIONAL SERIES	<u>US</u> Pending	<u>21</u> POTS, PANS, COLANDERS, KITCHEN UTENSILS AND CUTLERY	27-Jul-99	
DESIGN PERSPECTIVES	<u>US</u> Registered	<u>11</u> CEILING FANS	74/440958 27-Sep-93	<u>1862427</u> 15-Nov-94

Trademark	Country Status	Class Goods	App'n Number Filing Date	Reg Number Reg Date
DESIGN PERSPECTIVES	<u>US</u> Registered	<u>21, 24</u> 21: CHINA DINNERWARE; NAMELY, PLATES, CUPS, SAUCERS AND BOWLS 24: WINDOW TREATMENTS; NAMELY, DRAPERIES AND CURTAINS	<u>74/341405</u> 21-Dec-92	<u>1903277</u> 04-Jul-95
DESIGN PERSPECTIVES	<u>US</u> Registered	<u>21, 24, 27</u> 21: CANISTER SETS, SOAP CONTAINERS, SOAP DISHES, TOOTH BRUSH HOLDERS AND TISSUE HOLDERS 24: SHOWER CURTAINS AND LINERS, BATH TOWELS, HAND TOWELS AND FACE TOWELS 27: BATH RUGS DISCLAIMS: "DESIGN"	<u>74/390132</u> 14-May-93	<u>1860962</u> 01-Nov-94
DOCTRONICS	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES IN THE FIELD OF CONSUMER ELECTRONIC PARTS AND ACCESSORIES	<u>74/095632</u> 10-Sep-90	<u>1903122</u> 04-Jul-95
EDGY DOGS	<u>US</u> Unfiled	<u>14, 18, 25</u> 14: JEWELRY AND WATCHES 18: HANDBAGS 25: JUNIORS, YOUNG MENS, BOYS AND GIRLS APPAREL, BELTS, HATS, HOISERY AND SLIPPERS		
EDGY DOGS	<u>US</u> Published	<u>25</u> SHOES	<u>75/482911</u> 11-May-98	

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
ELECTRIC AVE. & MORE & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES FEATURING HOME ELECTRONICS, COMPUTERS, CAR AUDIO PRODUCTS, APPLIANCES, LAWN AND GARDEN EQUIPMENT, EXERCISE EQUIPMENT INCLUDING BICYCLES, PERSONAL CARE EQUIPMENT, SUCH AS HAIR DRYERS, CAMERAS AND FILM, VIDEO GAMES AND COMPACT DISCS, FURNITURE, LIGHT FIXTURES AND LAMPS, MATTRESSES, FUTONS, AND BED FRAMES, AND CARPETING	<u>74/718432</u> 18-Aug-95	<u>2017246</u> 19-Nov-96
ELECTRIC AVE. & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES FEATURING HOME ELECTRONICS, COMPUTERS, CAR AUDIO PRODUCTS, APPLIANCES, LAWN AND GARDEN EQUIPMENT, EXERCISE EQUIPMENT INCLUDING BICYCLES, PERSONAL CARE EQUIPMENT, SUCH AS HAIR DRYERS, CAMERAS AND FILM, AND VIDEO GAMES AND COMPACT DISCS DISCLAIMS: "ELECTRIC"	<u>74/718436</u> 18-Aug-95	<u>2051992</u> 15-Apr-97
ELECTRIC AVE. & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES FOR HOME ELECTRONICS AND APPLIANCES DISCLAIMS: "ELECTRIC"	<u>74/083977</u> 01-Aug-90	<u>1855087</u> 27-Aug-91
ELECTRIC AVE. & MORE & DESIGN	<u>USAL</u> Registered	<u>42</u> RETAIL TRADE, ELECTRONICS		<u>106-392</u> 10-Apr-95
ELECTRIC AVENUE & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES FOR HOME ELECTRONICS AND APPLIANCES DISCLAIMS: "ELECTRIC"	<u>73/714034</u> 29-Feb-88	<u>1591399</u> 10-Apr-90

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
ELECTRIC AVENUE & MORE	<u>USWI</u> Registered	<u>42</u> RETAIL OF CONSUMER ELECTRONICS		<u>(NONE)</u> 28-Mar-95
EURO SPA	<u>US</u> Pending	<u>3, 9, 10, 11,</u> 3: AEROMATHERAPY BEADS 9: THERMOMETERS, SCALES, HAIR CURLING IRONS, HAIR CURLERS, AND HAIR HOT ROLLERS 10: THERAPEUTIC BIPOLAR WAVE FORM MAGNETS AND MOTOR CONTROLLED MASSAGE PADS AND CHAIRS 11: WHIRLPOOL BATHS, HEATING PADS, FOOT BATHS AND HAIR DRYERS 21: ELECTRIC TOOTHBRUSHES	27-Jul-99	
FAMILY IMPROVEMENT TABS	<u>US</u> Registered	<u>5</u> MULTIPLE VITAMINS FOR HUMAN CONSUMPTION DISCLAIMS: "TABS"	<u>73/257931</u> 14-Apr-80	<u>1181813</u> 15-Dec-81
GOLD'N GEMS	<u>US</u> Registered	<u>14, 42</u> 14: JEWELRY MADE OF PRECIOUS METALS, NAMELY EARRINGS, PENDANTS, FINGERNAILS, RINGS, CHARMS, AND JEWELS 47: RETAIL STORE, MAIL ORDER, AND DISTRIBUTORSHIP SERVICES FOR JEWELRY DISCLAIMS: "GEMS"	<u>73/720577</u> 04-Apr-88	<u>1618665</u> 23-Oct-90
GRAND MANNER	<u>US</u> Registered	<u>24</u> TOWELS	<u>72/140820</u> 03-Apr-62	<u>745538</u> 19-Feb-63
GRAND MANNER	<u>US</u> Registered	<u>24</u> SHEETS, SPREADS, BLANKETS, PILLOW CASES, AND WASH CLOTHS	<u>72/157971</u> 27-Nov-62	<u>758481</u> 15-Oct-63

<u>Trademark</u>	<u>Country</u> Status	<u>Class</u> Goods	<u>Appln Number</u> Filing Date	<u>Reg Number</u> Reg Date
GRAND MANOR	<u>US</u> Registered	<u>11</u> CEILING FANS	<u>74/440958</u> 27-Sep-93	<u>1941982</u> 19-Dec-95
GRAND MANOR	<u>US</u> Registered	<u>27</u> BATHROOM RUGS	<u>74/691572</u> 21-Jun-95	<u>2066219</u> 03-Jun-97
GRAND MANOR & DESIGN	<u>US</u> Registered	<u>24</u> BED SPREADS, BLANKETS, COMFORTERS, CURTAINS, DRAPES, DUST RUFFLES, PILLOW CASES, PILLOW SHAMS, BED SHEETS, TABLECLOTHS NOT OF PAPER, AND TOWELS	<u>74/180786</u> 01-Jul-91	<u>1820657</u> 08-Feb-94
GRAPPLER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	<u>72/425777</u> 30-May-72	<u>966488</u> 21-Aug-73
GUEST HOUSE	<u>US</u> Pending	<u>20</u> FURNITURE	27-Jul-99	
HAMPTON	<u>US</u> Registered	<u>18</u> LUGGAGE	<u>73/180181</u> 28-Jul-78	<u>1126548</u> 06-Nov-79
HIGHLAND PARK	<u>US</u> Registered	<u>25</u> MEN'S SUITS, JACKETS AND TROUSERS	<u>73/432703</u> 30-Jun-83	<u>1292405</u> 28-Aug-84
HILL & ARCHER	<u>US</u> Registered	<u>25</u> WEARING APPAREL; NAMELY TRENCH COATS, RAIN COATS, DRESS COATS, TIES AND HOSIERY	<u>74/724061</u> 01-Sep-95	<u>1982739</u> 25-Jun-96
HILL & ARCHER FOR MEN	<u>US</u> Registered	<u>25</u> MEN'S CLOTHING NAMELY SHIRTS, SLACKS AND SHORTS DISCLAIMS: "FOR MEN"	<u>73/436724</u> 28-Jul-83	<u>1348034</u> 09-Jul-85

Trademark	Country Status	Class Goods	App'n Number Filing Date	Reg Number Reg Date
HOME IDEAS & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES	74/083976 01-Aug-90	<u>1651140</u> 16-Jul-91
HOME IDEAS (STYLIZED)	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES	73/714627 03-Mar-88	<u>1512141</u> 08-Nov-88
INTIMATE OPTIONS	<u>US</u> Pending	<u>25</u> WOMENS INTIMATE APPAREL, NAMELY, BRAS, PANTIES AND SLEEPWEAR	28-Jul-99	
KIDS STORE & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES DISCLAIMS: "KIDS STORE"	73/762315 07-Nov-88	<u>1558561</u> 26-Sep-89
KIDS STORE (RECTANGLE DESIGN)	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES DISCLAIMS: "KIDS STORE"	73/764098 17-Nov-88	<u>1558564</u> 26-Sep-89
KNIGHT-O-REST & DESIGN	<u>US</u> Registered	<u>20</u> MATTRESSES	71/271151 16-Aug-28	<u>250601</u> 11-Dec-28
LITTLE NORTH WEST BLUE	<u>US</u> Registered	<u>25</u> CHILDREN'S APPAREL, NAMELY, JEANS, COVERALLS, OVERALLS, SHORTALLS, JUMPERS, DRESSES, JACKETS, FLANNEL SHIRTS, SHORTS, PLAY SETS IN THE NATURE OF COORDINATED TOPS AND BOTTOMS, AND INFANTS' AND TODDLERS' SHOES DISCLAIMS: "BLUE"	74/732673 21-Sep-95	<u>2091926</u> 26-Aug-97
LIVING ROOMS AND MORE	<u>USNY</u> Registered	<u>100</u> RETAIL STORE SERVICES		<u>S-13483</u> 09-Apr-93

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
MENU MAGIC & LOGO	<u>US</u> Registered	<u>11</u> GAS AND ELECTRIC RANGES	72/109987 09-Dec-60	<u>721334</u> 12-Sep-61
MMW (STYLIZED)	<u>US</u> Registered	<u>36</u> UNDERWRITING OF INSURANCE	73/147895 09-Nov-77	<u>1133833</u> 22-Apr-80
MONTGOMERY WARD	<u>JP</u> Registered	<u>11</u> RADIOS, TV'S, HAIR DRYERS		<u>1520126</u> 29-Jun-82
MONTGOMERY WARD	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE AND MAIL ORDER SERVICES	73/247340 23-Jan-80	<u>1170705</u> 22-Sep-81
MONTGOMERY WARD & DESIGN	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE AND MAIL ORDER SERVICES	73/394859 30-Sep-82	<u>1258963</u> 22-Nov-83
MORE IN EVERY STORE	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE	74/687877 13-Jun-95	<u>2031595</u> 21-Jan-97
MULTI-BEAT	<u>US</u> Registered	<u>9</u> VACUUM CLEANERS PRIMARILY INTENDED FOR DOMESTIC USE	73/189707 18-Oct-78	<u>1143172</u> 16-Dec-80
MW	<u>USMD</u> Registered	<u>54</u> RETAIL DEPARTMENT STORE SERVICES		<u>90-52650</u> 22-Oct-90
MY STARS	<u>US</u> Unfiled	<u>11, 24, 28</u> 11: LAMPS 24: BEDDING 28: MOBILES		

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
MY STARS	<u>US</u> Registered	<u>25</u> GIRLS' CLOTHING, NAMELY, DRESSES, PANTS, TOPS AND SHOES	74/440724 27-Sep-93	<u>1843038</u> 05-Jul-94
MY STARS & DESIGN	<u>US</u> Registered	<u>25</u> GIRLS' CLOTHING, NAMELY, DRESSES, PANTS, TOPS	74/440718 27-Sep-93	<u>1886128</u> 28-Mar-95
NALDECON-EX	<u>US</u> Registered	<u>5</u> NASAL DECONGESTANT	73/204680 22-Feb-79	<u>1131063</u> 01-Apr-80
NORTH WEST BLUE	<u>US</u> Unfiled	<u>14, 18, 25</u> 14: JEWELRY AND WATCHES 18: HANDBAGS, WALLETS AND CHANGE PURSES 25: INTIMATE APPAREL, SOCKS, HOSIERY, NECKWEAR, GLOVES, PANTS, BLOUSES, SHIRTS, JACKETS, WOVEN SHIRTS, KNIT SHIRTS, THERMALS, TOPS AND BOTTOMS		
NORTH WEST BLUE	<u>US</u> Registered	<u>25</u> WEARING APPAREL; NAMELY, WOMEN'S SHORTS, SWEATERS, DRESSES AND SKIRTS; MEN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS AND SHOES; CHILDREN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS AND SHOES DISCLAIMS: "BLUE"	74/398803 07-Jun-93	<u>1905042</u> 11-Jul-95

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
NORTH WEST BLUE	<u>US</u> Registered	<u>25</u> INTIMATE APPAREL; NAMELY, ROBES, SLEEPWEAR, LOUNGEWEAR, PANTIES, BRAS, AND VESTS, LEOTARDS, SOCKS, HOSIERY, NECKWEAR, GLOVES, HATS, HEAD WRAPS, HEADBANDS AND BELTS DISCLAIMS: "BLUE"	75/075793 20-Mar-96	2024174 17-Dec-96
NORTHWEST BLUE	<u>US</u> Registered	<u>25</u> WOMEN'S APPAREL, NAMELY, PANTS, BLOUSES, SHIRTS, AND JACKETS DISCLAIMS: "BLUE"	74/398802 07-Jun-93	1845686 19-Jul-94
NORTHWEST BLUE	<u>US</u> Registered	<u>25</u> INTIMATE APPAREL; NAMELY, ROBES, SLEEPWEAR, LOUNGEWEAR, PANTIES, BRAS, AND VESTS, LEOTARDS, SOCKS, HOSIERY, NECKWEAR, GLOVES, HATS, HEAD WRAPS, HEADBANDS AND BELTS DISCLAIMS: "BLUE"	74/538509 16-Jun-94	1995973 20-Aug-96
NORTHWEST BLUE	<u>US</u> Registered	<u>28</u> HAIR ACCESSORIES; NAMELY, BARRETTEES, BOWS AND PONY TAIL HOLDERS DISCLAIMS: "BLUE"	74/538510 16-Jun-94	1993929 13-Aug-96
NUCLEUS	<u>US</u> Registered	<u>25</u> SHOES	74/196551 19-Aug-91	1703409 28-Jul-92
NWB CASUALS	<u>US</u> Pending	<u>14</u> JEWELRY AND WATCHES	27-Jul-99	
NWB CASUALS	<u>US</u> Pending	<u>18</u> WOMEN'S ACCESSORIES, NAMELY, HANDBAGS, BACKPACKS AND WALLETES	28-Jul-99	

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
NWB CASUALS	<u>US</u> Published	<u>25</u> WEARING APPAREL; NAMELY, WOMEN'S SHORTS, SWEATERS, DRESSES, SKIRTS, MEN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS, SHOES; CHILDREN'S SHIRTS, PANTS, JACKETS, SWEATERS, SHORTS, SOCKS, BELTS AND SHOES DISCLAIMS: "CASUALS"	75/376825 20-Oct-97	
OUTDOOR EXCHANGE	<u>US</u> Unfiled	<u>18, 25</u> BACKPACKS AND HOSIERY		
OUTDOOR EXCHANGE	<u>US</u> Registered	<u>25</u> CLOTHING, NAMELY, SHIRTS, SLACKS, SHORTS, SWEATERS, JACKETS AND SHOES	73/432539 29-Jun-83	<u>1294557</u> 11-Sep-84
POWER PLUS	<u>US</u> Registered	<u>9</u> VACUUM CLEANERS PRIMARILY INTENDED FOR DOMESTIC USE DISCLAIMS: "POWER"	73/189717 18-Oct-78	<u>1148778</u> 24-Mar-81
POWER-KRAFT	<u>US</u> Registered	<u>21</u> TOOL CHESTS AND TOOL BOXES	72/119540 08-May-61	<u>725467</u> 26-Dec-61

Trademark	Country Status	Class Goods	Appn Number Filing Date	Reg Number Reg Date
PCWR-KRAFT	<u>US</u> Registered	<u>7, 8</u> JOINER-PLANERS, BANDSAWS, DRILL PRESSES, JIG SAWS, BANDSAW BLADES, CUTTER HEADS, HAND SAW BLADES, JOINTERS, BELT SANDERS, WOOD LATHES, METAL LATHES, RADIAL DRILL PRESSES, HACK SAWS, ROUTERS, PLANERS, DRILLS, DRILL BITS, WELDERS, TAP AND DIE SETS, SOCKET WRENCH SETS, ADJUSTABLE WRENCHES, PLIERS, FILES, SCREWDRIVERS, TAPES, HANDSAWS, COPING SAWS, MITRE BOXES, BRACES, VISES, CHISELS, AXES, RATCHETS, PLANES, HAMMERS, SOLDERING GUNS, PAINT SCRAPERS, PIPE WRENCHES, BLOW TORCHES, PIPE THREADERS AND SPRAY GUNS	72/118091 18-Apr-61	<u>728250</u> 06-Mar-62
POWER-KRAFT	<u>US</u> Registered	<u>9</u> RULES, LEVELS AND TRANSITS	72/119447 05-May-61	<u>727007</u> 30-Jan-62
PRETTY SPECIAL	<u>US</u> Registered	<u>25, 42</u> 25: CHILDREN'S APPAREL, NAMELY, PANTS, SHORTS, SHIRTS, TOPS, JUMPERS, OVERALLS, SHORTALLS, ROMPERS, T-SHIRTS, DRESSES, SKIRTS, SWEATERS, JACKETS AND SLEEPWEAR 42: RETAIL STORE SERVICES IN THE FIELD OF WEARING APPAREL	74/398804 07-Jun-93	<u>1879056</u> 14-Feb-95
PROM QUEEN	<u>US</u> Pending	<u>25</u> JUNIORS INTIMATE APPAREL, NAMELY, BRAS, PANTIES AND SLEEPWEAR	28-Jul-99	
PURE LUXURY	<u>US</u> Registered	<u>25</u> WOMEN'S AND GIRLS' UNDERGARMENTS - NAMELY, BRASSIERES, SLIPS AND PANTIES	73/109111 09-Dec-76	<u>1077952</u> 22-Nov-77

<u>Trademark</u>	<u>Country</u> Status	<u>Class</u> Goods	<u>Appln Number</u> Filing Date	<u>Reg Number</u> Reg Date
QUICK START	<u>US</u> Registered	<u>9</u> ELECTRIC STORAGE BATTERIES	74/116510 19-Nov-90	<u>1816660</u> 18-Jan-94
QUICK START & DESIGN	<u>US</u> Registered	<u>9</u> ELECTRIC STORAGE BATTERIES	74/265707 14-Apr-92	<u>1846525</u> 26-Jul-94
RAVE REVIEWS	<u>US</u> Registered	<u>25</u> SHOES	73/532868 18-Apr-85	<u>1366785</u> 22-Oct-85
RIVIERA	<u>US</u> Registered	<u>20</u> MATTRESSES	71/595887 18-Apr-50	<u>542770</u> 22-May-51
ROAD TAMER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	72/425775 30-May-72	<u>966487</u> 21-Aug-73
ROAD TAMER	<u>US</u> Registered	<u>37</u> AUTO REPAIR SERVICES; NAMELY, FOR BRAKES, SHOCKS AND STRUTS	74/422259 09-Aug-93	<u>1830600</u> 12-Apr-94
ROMANTIC MOODS	<u>US</u> Registered	<u>25</u> WOMEN'S CLOTHING, NAMELY, BRASSIERES, PANTIES, SLEEPWEAR, SLIPS, CAMISOLES AND HOSIERY	73/637393 29-Dec-86	<u>1469140</u> 15-Dec-87
ROMANTIC MOODS	<u>US</u> Registered	<u>3</u> COLOGNE, BODY LOTION, BATH AND SHOWER GELS AND SOAPS, BUBBLE BATH BEADS AND SOAPS	74/433275 07-Sep-93	<u>1892532</u> 02-May-95
ROOMS & MORE	<u>US</u> Registered	<u>42</u> RETAIL DEPARTMENT STORE SERVICES FOR FURNITURE	74/438575 22-Sep-93	<u>1930531</u> 31-Oct-95

<u>Trademark</u>	<u>Country</u> Status	<u>Class</u> Goods	<u>AppIn Number</u> Filing Date	<u>Reg Number</u> Reg Date
SEA KING	<u>US</u> Registered	<u>7</u> OUTBOARD MOTORS AND MARINE WINCHES	72/131980 14-Nov-61	<u>737857</u> 18-Sep-62
SHEER PERFECTION	<u>US</u> Registered	<u>25</u> WOMEN'S HOSIERY DISCLAIMS: "SHEER". STATEMENT THAT 'GOODS SOLD UNDER THE MARK ARE MADE TO APPLICANT'S ORDER AND SPECIFICATION. APPLICANT CONTROLS THE NATURE & QUALITY OF THE GOODS UNDER THIS USE.	74/397716 10-May-93	<u>1828356</u> 29-Mar-94
SHERIDAN SQUARE	<u>US</u> Registered	<u>25</u> WOMEN'S CLOTHING, NAMELY, SUITS AND BLOUSES	73/678521 14-Aug-87	<u>1482461</u> 29-Mar-88
SHIP 'N SHORE	<u>US</u> Registered	<u>25</u> WOMEN'S APPAREL; NAMELY, SHORTS, PANTS, SLACKS, JUMPSUITS, CULOTTES, SKIRTS, CARDIGANS, SHIRTS, SWEATERS, KNIT TOPS, WOVEN SHIRTS AND SHELLS, BLOUSES, T-SHIRTS, VESTS, JUMPERS, DRESSES, BLAZERS, TUNICS, JACKETS AND HALTERS	74/018161 11-Jan-90	<u>1779703</u> 29-Jun-93
SHIP 'N SHORE	<u>US</u> Registered	<u>42</u> RETAIL STORE SERVICES IN THE FIELD OF CLOTHING	74/284834 12-Jun-92	<u>1603952</u> 09-Nov-93
SHIP 'N SHORE SPORT	<u>US</u> Registered	<u>25</u> WOMEN'S APPAREL; NAMELY, SHORTS, PANTS, SLACKS, SHIRTS, SHIRTS, SWEATERS, KNIT TOPS, WOVEN SHIRTS AND SHELLS, BLOUSES, T-SHIRTS, BLAZERS, JACKETS DISCLAIMS: "SPORT"	74/245026 10-Feb-92	<u>1812979</u> 21-Dec-93

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
SILVER LEGEND	<u>US</u> Pending	<u>14</u> JEWELRY AND WATCHES	27-Jul-99	
SKIPS	<u>US</u> Registered	<u>25</u> TENNIS SHOES AND OTHER CANVAS FOOTWEAR	72/056868 08-Aug-58	<u>689937</u> 15-Dec-59
SLEEP CONNECTION	<u>US</u> Unfiled	<u>20, 24</u> 20: PILLOWS 24: PILLOW COVERS, MATTRESS PADS, MATTRESS COVERS, SHEETS, COMFORTERS AND BLANKETS		
SOFTWASH	<u>US</u> Registered	<u>7</u> COMPONENT OF WASHING MACHINE, NAMELY, WASHING CYCLE	74/479892 18-Jan-94	<u>1911090</u> 15-Aug-95
SOUTH SHORE	<u>US</u> Registered	<u>25</u> SHOES	73/532672 18-Apr-85	<u>1366786</u> 22-Oct-85
SPARE TIME	<u>US</u> Registered	<u>25</u> CLOTHING, NAMELY, SHIRTS, (SLACKS, SHORTS, JACKETS AND SWEATERS)	73/432535 29-Jun-83	<u>1291269</u> 21-Aug-84
STALKER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	73/311885 26-May-81	<u>1191651</u> 09-Mar-82
STILL LIFE	<u>US</u> Unfiled	<u>20</u> PICTURE FRAMES.		

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
STRATOLITE	<u>US</u> Registered	<u>18</u> LUGGAGE TO WIT, TRAM CASES, COMPANION CASES, PULLMAN CASES, OVERNIGHT CASES, TWO-SUITER CASES AND THREE-SUITER CASES	<u>72/131596</u> 08-Nov-81	<u>736624</u> 28-Aug-82
THE GAS MISER	<u>US</u> Registered	<u>12</u> VEHICLE TIRES	<u>73/224513</u> 23-Jul-79	<u>1149737</u> 31-Mar-81
THE LOOK THAT FITS GREAT THE FIT THAT LOOKS GREAT	<u>US</u> Registered	<u>25</u> WEARING APPAREL, NAMELY, SHIRTS, PANTS, JACKETS, SWEATERS, BELTS AND SHOES	<u>74/398805</u> 07-Jun-93	<u>1859198</u> 18-Oct-94
THE SIGNATURE CONCEPT	<u>US</u> Registered	<u>35, 42</u> 35: BUSINESS MEETING AND CONVENTION PLANNING SERVICES 42: ENTERTAINING PLANNING SERVICES	<u>74/238584</u> 21-Jan-92	<u>1747378</u> 19-Jan-93
TODAY'S TABLE	<u>US</u> Pending	<u>21</u> DINNERWARE, FLATWARE, GLASSWARE AND SERVICEWARE	28-Jul-99	
TRICYCLE	<u>US</u> Registered	<u>25</u> CHILDREN'S SHOES	<u>74/695571</u> 30-Jun-95	<u>2093480</u> 02-Sep-97
TRICYCLE	<u>US</u> Registered	<u>25</u> CHILDREN'S, INFANTS' AND TODDLERS' COATS, JACKETS, KNIT TOPS AND BOTTOMS, SWEATERS, PANTS, WOVEN SHIRTS, SHORTS, JEANS, UNDERWEAR, HOSIERY, PAJAMAS, SWIMWEAR, DRESSES, LEOTARDS, AND SETS COMPRISING PANTS AND SHIRTS	<u>75/017339</u> 09-Nov-95	<u>2242988</u> 04-May-99

Trademark	Country Status	Class Goods	Appin Number Filing Date	Reg Number Reg Date
ULTRA COAT	<u>US</u> Registered	<u>2</u> INTERIOR PAINT DISCLAIMS: "COAT"	73705169 11-Jan-88	<u>1505462</u> 27-Sep-88
URBAN WORKS	<u>US</u> Pending	<u>14</u> JEWELRY AND WATCHES	28-Jul-99	
URBAN WORKS	<u>US</u> Registered	<u>25</u> MEN'S CLOTHING, NAMELY SHIRTS, PANTS, JACKETS AND SWEATERS	74062265 24-May-90	<u>1695379</u> 16-Jun-92
URBAN WORKS	<u>US</u> Registered	<u>25</u> BELTS AND SHOES; AND WEARING APPAREL, NAMELY, CHILDREN'S SHIRTS, PANTS, JACKETS AND SWEATERS	74396806 07-Jun-93	<u>1856326</u> 27-Sep-94
WARDS	<u>US</u> Registered	<u>2</u> PAINTS - TO WIT, HOUSE PAINTS, CEMENT FLOOR PAINTS, FLOOR AND PORCH PAINTS, FLAT WALL PAINTS, HULL AND DECK PAINTS, BOAT AND CANOE PAINTS, SHINGLE AND SHAKE PAINTS, TRIM AND SHUTTER PAINTS, LOG SIDING PAINTS, ROOF AND FOUNDATION PAINTS, ALUMINUM PAINTS, BARN AND RANCH PAINTS, AND ENAMELS, WOOD PRIMERS, SEALERS, SHELLACS, METAL PRIMERS, MARINE AND SPAR VARNISHES, FLOOR VARNISHES, PAINT AND PLASTER TEXTURE FINISHES, LINSEED OILS, VARNISH THINNERS, ROOF COATINGS, STAINS, TURPENTINES, WOOD PRESERVATIVES AND PATCHING CEMENTS	72127415 07-Sep-61	<u>728443</u> 13-Mar-62
WARDS	<u>US</u> Registered	<u>35</u> RETAIL DEPARTMENT STORE SERVICES	75381692 30-Oct-97	<u>2210957</u> 15-Dec-98

Trademark	Country Status	Class Goods	Appln Number Filing Date	Reg Number Reg Date
WENTWORTH	<u>US</u> Pending	<u>25</u> MENS SHOES AND APPAREL, NAMELY, PANTS, DRESS SHIRTS, SPORT SHIRTS, SHORTS, SPORT COATS, JACKETS, SWEATERS, BELTS, SOCKS, NECK TIES AND HOSIERY	28-Jul-99	
YOU CANT SHOP SMARTER THAN WARDS	<u>US</u> Pending	<u>35</u> RETAIL DEPARTMENT STORE SERVICES	75/617668 07-Jan-99	

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF AUGUST 2, 1999**

See Attached.

SCHEDULE B

6. c. LICENSES

1. **"Admiral" Trademark License**
Licensor - Maytag Corporation
Licensee - Montgomery Ward & Co., Incorporated
2. **"Munsingwear" Trademark License**
Licensor - Supreme International Corp.
Licensee - Montgomery Ward & Co., Incorporated
3. **"Official Chicago Bulls Team Shop" Servicemark**
Licensor - Chicago Bulls Professional Basketball Club
Licensee - Montgomery Ward & Co., Incorporated
4. **"Montgomery Ward" or "Wards" Servicemarks and composite marks utilizing paid marks**
Licensor - Montgomery Ward & Co. Incorporated
Licensee - Signature Financial/Marketing Inc. and its sublicensees or designees
5. **"Bike" Trademark License**
Licensor - Bike Athletic Company
Licensee - Montgomery Ward & Co., Incorporated
6. **"Montgomery Ward" or "Wards" Servicemark License - creditcard**
Licensor - Montgomery Ward & Co., Incorporated
Licensee - Monogram Creditcard Bank of Georgia and Montgomery Ward Credit Corporation
7. **"Montgomery Ward" Servicemark License - Television Home Shopping**
Licensor - Montgomery Ward & Co., Incorporated
Licensee - ValueVision International, Inc.

8. **"Montgomery Ward" or "Wards" Servicemark Retail Store
Services and Home Improvement Goods and Services**

Licensor - Montgomery Ward & Co., Incorporated

Licensee - A variety of in-store concessionaires and
outside home improvement contractors
and auto rental providers

9. **"Software Licenses"**

Licensor - Multiple Software Companies

Licensee - Montgomery Ward & Co., Incorporated

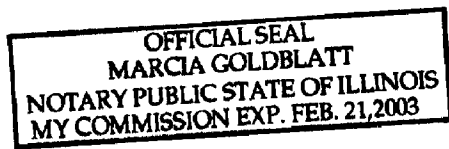
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 2nd day of August, 1999 by Douglas V. Hathorn, the Vice President - Treasurer of Montgomery Ward, LLC, a Delaware limited liability company, on behalf of such company.

Marcia Goldblatt
Notary Public
Cook County, IL

My commission expires:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 2nd day of August, 1999, by Wayne D. Hellock, a Director of **BT COMMERCIAL CORPORATION**, a Delaware corporation, on behalf of such corporation.

Marcia Goldblatt
Notary Public
Cook County, Ill

My commission expires:

