

10/15/99

10-20-1999



Form PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

101176230

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies): Mervyn's

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Mervyn's Brands, Inc.
Attn: Kristina Kemp
CC-28B
33 South Sixth Street
Minneapolis, Minnesota 55440

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 2, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s):

A. Trademark Application No(s). B. Trademark Registration No(s).

See Schedule A See Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Stephen C. Lee
FAEGRE & BENSON LLP
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/336-3366

6. Total number of applications and registrations involved: 47

7. Total fee (37 CFR 3.41) \$1,190.00

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen C. Lee [Signature] October 13, 1999
Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

10/19/1999 DNGUYEN 00000277 1354125

01 FC:481 M2:20271338.01 40.00 OP
02 FC:482 1150.00 OP

TRADEMARK
REEL: 001971 FRAME: 0583

SCHEDULE A

Federal Trademark Registrations

Federal Trademark Applications

<u>Reg. No.</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Mark</u>
1,354,125	BAKER, HART & STUART	75/599,904	COLOR CIRCUIT
1,844,485	CARESS	75/668,289	E GIRL
1,460,966	CARESS	75/602,400	ELLEMENNO
1,442,140	CELEBRATION	75/382,903	FIT TO A TEE
1,901,760	CELEBRATION	75/528,734	KID FRIENDLY, PUPPY TOUGH.
1,262,449	CHEETAH		
1,438,104	CHEETAH	75/217,347	LEFT COAST
1,653,090	CHEETAH	75/400,304	LEFT COAST
2,116,264	Cheetah Design Mark (3 slash)	75/528,735	REAL BRANDS, REAL PRICES, REAL AFFORDABLE
1,312,258	DIAMONDDSTAR		
2,078,058	EASTER PARADE	75/668,290	RNZ
2,086,107	EFACTOR	75/528,733	WHAT YOUR STYLE SHOULD REALLY COST
2,135,128	ELLEMENNO P.		
1,070,269	GALLERIA	75/453,302	WOOLBERT
2,069,999	GIRLS NEXT DOOR		
1,344,538	HIGH SIERRA		
1,475,977	HIGH SIERRA		
2,121,733	HILLARD & HANSON		
2,121,787	HILLARD & HANSON		
1,312,435	JUNIOR CONNECTION		
2,133,640	LEFT COAST		
1,063,553	MERVYN'S		
1,068,170	MERVYN'S		
1,946,614	MERVYN'S (Stylized)		
2,005,153	MERVYN'S CALIFORNIA		
2,119,297	MERVYN'S UNIVERSITY		
2,093,079	MERVYN'S UNIVERSITY COMMITMENT KNOWLEDGE LEADERSHIP EXCELLENCE and Design		
1,116,887	PARTNERS		
1,651,479	PARTNERS		
1,363,547	PLAYFUL PALS		
2,051,438	SILVER SCREEN		
1,610,525	SPROCKETS		
1,319,523	TJW		
1,394,925	TOUCH OF LUXURY		
1,436,485	TOUCH OF LUXURY		
1,596,584	WINDBRIDGE		

CONTRIBUTION AGREEMENT

This Contribution Agreement is made by and between Mervyn's, a California corporation ("Contributor") and Mervyn's Brands, Inc., a Minnesota corporation (the "Company") on and as of this 2nd day of August, 1999.

I. DEFINITIONS

For purposes of this Contribution Agreement:

A. "Trademarks" means trademarks, service marks, logos, trade names, and trade dress, together with the goodwill appurtenant to each of the foregoing, and any applications, registrations or common law rights related to each of the foregoing.

B. "Patents" means: (a) design patents and design patent applications; and (b) utility patents and utility patent applications related to products or the manufacture of products.

C. "Copyrights" means copyrights in any products, product configurations, product packaging, and documents related to brand management, style sheets, trademark usage or any other trademark issues, together with any registrations or applications for registration for any of the foregoing. To avoid ambiguity, products include any feature film or television productions (e.g., holiday specials).

D. "Miscellaneous Intellectual Property" means (i) Internet domain names, online service keywords, and vanity telephone numbers, and (ii) any intellectual property related to products or the manufacture of products not included in Trademarks, Patents and Copyrights, including specifically and without limitation inventions and invention disclosures, trade secrets, recipes, and formulas related to products or the manufacture of products.

E. "Included Intellectual Property" means all Trademarks, Patents, Copyrights and Miscellaneous Intellectual Property which are owned by Contributor and which have been used, are used, or as to which there exists a bona fide intention to use, in connection with its business as of the effective date of this Agreement, including but not limited to those items set forth on Schedule A, but excluding the Excluded Intellectual Property.

F. "Excluded Intellectual Property" means those items set forth on Schedule B.

II. CONTRIBUTION AND BILL OF SALE

Contributor hereby contributes to Company, and Company hereby accepts from Contributor, the Included Intellectual Property.

Effective upon the execution hereof, Contributor hereby conveys, transfers and assigns to Company all of its right, title and interest in and to the Included Intellectual Property, and all claims for damages by reason of past, present or future infringement of the Included Intellectual Property, with the right to sue for and collect the same for Company's

own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Contributor hereby agrees to duly execute and deliver to Company all such other and further instruments of conveyance, transfer and assignment and to take such other action as Company may reasonably deem necessary in order to more effectively convey and transfer to Company assets transferred or intended to be transferred hereby.

III. SCHEDULES

A. Schedule A represents the parties' present good faith belief of the complete list of issued patents, registered copyrights and United States federal trademark applications and trademark registrations which are part of the Included Intellectual Property, but Schedule A does not represent a complete listing of all other Trademarks which are part of the Included Intellectual Property, of all other Copyrights which are part of the Included Intellectual Property or of other Miscellaneous Intellectual Property that is a part of the Included Intellectual Property. The parties agree that additions, deletions or other corrections may hereafter be made to Schedule A to reflect the actual list of Trademarks, Patents, Copyrights and Miscellaneous Intellectual Property which were on the effective date of this Contribution Agreement a part of the Included Intellectual Property.

B. The parties agree that within sixty (60) days following the effective date of this Contribution Agreement, they may amend Schedule B in order to exclude any particular items, and thereby void any assignment of such item from Contributor to Company, if an assignment of such item would violate, breach, or create grounds for termination of any other agreement, or if the parties mutually agree that Contributor's retaining ownership of such item would be in the parties' best interest.

IV. THE LICENSE AGREEMENT

The parties are entering into a license agreement on the date hereof (the "License Agreement"), pursuant to which Company is granting a license to Contributor in connection with the Included Intellectual Property. Any existing licenses from Contributor to any other parties related to the Included Intellectual Property shall, upon execution of the License Agreement, thereupon become sublicenses from Contributor to such third parties pursuant to the License Agreement.

V. DISCLAIMER OF WARRANTIES

Contributor disclaims all warranties related to the Included Intellectual Property.

VI. SUCCESSORS

This Contribution Agreement shall inure to the benefit of and shall bind the successors, heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, Mervyn's Brands, Inc. and Mervyn's have made this Contribution Agreement on and as of the date first above written.

MERVYN'S

MERVYN'S BRANDS, INC.

By *James T. Hahn*

By *[Signature]*

Its Vice President

Its President

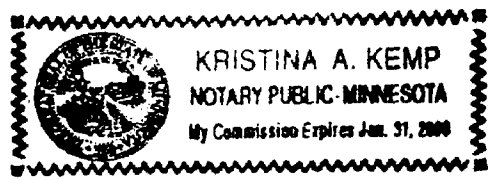
Subscribed and sworn to before me this 2nd day of August, 1999.

Subscribed and sworn to before me this 2nd day of August, 1999.

[Signature]
Notary Public

[Signature]
Notary Public

M2:20257544.01



SCHEDULE A (3 pages)

(August 2, 1999 Mervyn's/Mervyn's Brands, Inc. Contribution Agreement)

MARK	Reg. Or Serial Number
BAKER, HART & STUART	1,354,125
CARESS	1,844,485
CARESS	1,460,966
CELEBRATION	1,442,140
CELEBRATION	1,901,760
CHEETAH	1,262,449
CHEETAH	1,438,104
CHEETAH	1,653,090
Cheetah Design Mark (3 slash)	2,116,264
COLOR CIRCUIT	75-599904
DIAMONDDSTAR	1,312,258
E GIRL	75-668289
EASTER PARADE	2,078,058
EFACTOR	2,086,107
ELLEMENNO	75-602400
ELLEMENNO P.	2,135,128
FIT TO A TEE	75-382903
GALLERIA	1,070,269
GIRLS NEXT DOOR	2,069,999
HIGH SIERRA	1,344,538
HIGH SIERRA	1,475,977
HILLARD & HANSON	2,121,733
HILLARD & HANSON	2,121,787
JUNIOR CONNECTION	1,312,435
KID FRIENDLY. PUPPY TOUGH.	75-528734
LEFT COAST	2,133,640
LEFT COAST	75-217347
LEFT COAST	75-400304
MERVYN'S	1,063,553
MERVYN'S	1,068,170
MERVYN'S (Stylized)	1,946,614
MERVYN'S CALIFORNIA	2,005,153
MERVYN'S UNIVERSITY	2,119,297
MERVYN'S UNIVERSITY COMMITMENT KNOWLEDGE LEADERSHIP EXCELLENCE and Design	2,093,079
PARTNERS	1,116,887
PARTNERS	1,651,479
PLAYFUL PALS	1,363,547
REAL BRANDS, REAL PRICES, REAL AFFORDABLE	75-528735
RNZ	75-668290
SILVER SCREEN	2,051,438
SPROCKETS	1,610,525

MARK	Reg. Or Serial Number
TJW	1,319,523
TOUCH OF LUXURY	1,394,925
TOUCH OF LUXURY	1,436,485
WHAT YOUR STYLE SHOULD REALLY COST	75-528733
WINDRIDGE	1,596,584
WOOLBERT	75-453302
Common law marks	
BIG BRANDS SMALL PRICES	
BUGCESSORIES	
CAROLINE COLLECTION	
CHILD SPREE	
COASTAL FLEECE	
COASTAL SPA	
COWBOYS & ANGELS	
FIELD OF SCREAMS	
FRENCH LAUNDRY	
GET REALITY	
GRANTING DREAMS	
H & H	
HULA HUT	
KING OF THE GRILL	
L.A. BABY	
LE BREVE	
L'HOMME	
LULLABY LAMB	
NINE IRON (9 IRON)	
PRIVATE LUXURIES	
SEASON TO SHARE	
SHAPES OF COMFORT	
SHE'S THE BEST	
SIERRA HOME COLLECTION	
STATE OF FASHION	
SUNSET KIDS	
VILLAGE SQUARE	

Copyrights

Sprockets Dog

VA 937,669

Cheetah logo

VA 912,857

Domain Names

CAMBRIDGECLASSICS.COM

HILLARDANDHANSON.COM

HILLARDHANSON.COM

MERVYNS.COM

MERVYNSGIFTREGISTRY.COM

SCHEDULE B

(August 2, 1999 Mervyn's/Mervyn's Brands, Inc. Contribution Agreement)

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STEPHEN C. LEE
slee@faegre.com
612/336-3366

October 13, 1999

BOX ASSIGNMENTS FEE

Commissioner of Patents and Trademarks
Washington, D.C. 20231

I CERTIFY THAT, ON OCTOBER 13, 1999, THIS PAPER IS BEING
DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST
CLASS MAIL IN AN ENVELOPE ADDRESSED TO THE COMMISSIONER OF
PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231.


Karen Phillips


Re: Mervyn's // Mervyn's Brands, Inc.

Enclosed for filing with the United States Patent and Trademark Office are the documents listed below:

- Recordation Form Cover Sheet;
- Contribution Agreement;
- Check No. 476370 in the amount of \$1,190.00 for the filing fee; and
- Postcard
A self-addressed return postcard in accordance with M.P.E.P. § 503 itemizing all of the above-referenced documents filed herewith.

Should any additional fee be required, the Commissioner is authorized to charge our Deposit Account No. 06-0029 and notify us of the same.

Very truly yours,



Stephen C. Lee

SCL:kp
Enclosures

M2:20272062.01

Minneapolis Denver Des Moines London Frankfurt

RECORDED: 10/15/1999

TRADEMARK
REEL: 001971 FRAME: 0592