FORM PTO-1618A Expires 06/30/99 MB 0651-0027

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U.S. Department of Commerce Patent and Trademark Office **TRADEMARK**

| Submission 1 | Гуре | Conveyance Type | |
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| New | | Assignment | License |
| Resubmissi Document II | | Security Agreement | Nunc Pro Tunc Assignment |
| Correction | | Merger Change of Name | Effective Date Month Day Year 01 30 1999 |
| X Corrective D | Reel # 1880 Frame # OL | recorde | rrect name of conveying party originally ed at Reel 1880, Frame 0633 |
| Conveyance Enter Additional | Party Conveying Party | Mark if addition | onal names of conveyance parties attache Execution Date Month Day Year |
| Name | Carson Pirie Scott & Co. | | 01 26 1999 |
| Formerly | | | |
| Individual | General Partnership Li | mited Partnership X Corporation | Association |
| Other | | | |
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| X Citizenship S | State of Incorporation/Organization Illinois | | |
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice, DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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| Address (line 4) | | | |
| Corresponde | nt Name and Address | Area Code and Tele | ephone Number 404/881-7145 |
| Name | Ginabeth B. Hutchison | | |
| Address (line 1) | Alston & Bird LLP | | |
| Address (line 2) | 1201 W. Peachtree Street | | |
| Address (line 3) | Atlanta, GA 30309-3423 | | |
| Address (line 4) | | | |
| Enter either the | demark Application Numbe | istration Number(s) X the Registration Number (DO NOT ENTE | Mark if additional numbers attached ER BOTH numbers for the same property). Registration Number(s) 1,795,406 1,790,488 1,751,675 1,835,502 1,713,853 |
| Number of Pr | roperties | Enter the total number of prop | perties involved. #34 |
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RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

| Conveying Pa Enter Additional | | | Mark if addition | Exe | cution [| Date |
|--|---|---------------|------------------|--------------------|---|---|
| Name | Carson Pirie Scott & Co. | | | Month | Day | Year |
| Formerly | | | | | | |
| Individual | General Partnership Limited Par | tnership X | Corporation | | Association | |
| Other | | | | | | |
| X Citizenship S | tate of Incorporation/Organization Illinois | | | | | |
| Receiving Par | | | Mark if addition | nal names of I | receiving par | ties attached |
| Name | Parisian, Inc. | | | | | |
| DBA/AKA/TA | | | | | | |
| Composed of | | | | | | |
| Address (line 1) | 750 Lakeshore Parkway | | | | | |
| Address (line 2) | | | | | | |
| Address (line 3) | Birmingham Alabama City | State/Country | | 35211 | Zip Code | |
| Individual Corporation Other X Citizenship S | General Partnership Limited Partnership Association State of Incorporation/Organization Alabama | tnership | | | An assignmen Receiving part Domiciled in the An appointment Representative Attached. (De | y is not ne United States nt of a domestic e should be signation must document from |
| Enter either the | pplication Number(s) or Registration Numbe Trademark Application Number or the Registration Num ademark Application Number(s) | 1,715,799 | Mark if addition | on Number 5,642 | ame property | 664 |
| | | 1,387,118 | | 9,480 | 1,952,0 | 349 |
| | | 1,287,435 | | 2,950 | 1,659, | |
| | | 1,604,749 | 1,34 | 6,309 | 1,209, | 733 |
| | | 1,169,228 | 2,08 | 38,261 | 2,021 | ,357 |
| | | 1,949,027 | 1,3 | 70,269 | | |
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04-12-1999 Cated and Trademark Office TRADEMARK FORM PTO-1618A Expires 06/30/99 101006151 APR RECORDATION FORM COVER SHEET TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(jes) Submission Type Conveyance Type License X New **Assignment** (Non-Recordation) Resubmission Security Agreement **Nunc Pro Tunc Assignment** Document ID # **Effective Date** Х Month Day Merger Correction of PTO Error 01 30 99 Frame # Reel # | **Change of Name Corrective Document** Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached **Execution Date** Month Day Year 26 99 Name Carson Pirie Scott & Company 01 **Formerly** Limited Partnership | X | **Association** General Partnership Corporation Individual Other Delaware Citizenship/State of Incorporation/Organization Mark if additional names of receiving parties attached **Receiving Party** Name Parisian, Inc. DBA/AKA/TA Composed of 750 Lakeshore Parkway Address (line 1) Address (line 2) Alabama State/Country Zip Code Address (line 3) Birmingham If document to be recorded is an **Limited Partnership** assignment and the receiving party is General Partnership Individual not domicited in the United States, an appointment of a domestic **Association** representative should be attached. Corporation (Designation must be a separate document from Assignment.) Other Citizenship/State of Incorporation/Organization Alabama FOR OFFICE USE ONLY 04/D9/1999 JSHABAZZ 00000115 74338252 40.00 OP

01 FC:481 02 FC:482 Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and PLEME DURGET reporting for this conection of information is estimated to inverage approximately 30 minutes per Lover Sheet to be recorded, including time for reviewing the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Send Comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information D.C. 20503. See OMB D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS appropriate.

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ADDRESS.

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| Domestic R | epresentative Name and Address Enter for the first Receiving Party only. |
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| Name | |
| Address (line 1) | |
| Address (line 2) | NECELVE |
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| Address (line 3) | Al A |
| Address (line 4) | |
| Correspond | lent Name and Address Area Code and Telephone Number 404-881-7000 |
| Name | Claire M. Kimball |
| Address (line 1) | Alston & Bird LLP |
| Address (line 2) | One Atlantic Center |
| Address (line 3) | 1201 West Peachtree Street |
| | |
| Address (line 4) | The sales total number of pages of the attached conveyance document |
| Pages | including any attachments. |
| Trademark A | Application Number(s) or Registration Number(s) X Mark if additional numbers attached |
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| Number of | Properties Enter the total number of properties involved. # 34 |
| Fee Amour | Fee Amount for Properties Listed (37 CFR 3.41): \$ 865.00 |
| Method o | of Payment: Enclosed X Deposit Account |
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| 10 | the best of my knowledge and belief, the foregoing information is true and correct and any state of the control of the original document. Charges to deposit account are authorized, as ached copy is a true copy of the original document. |
| ind | licated herein. Ala Tal Millian Follow 3/31/99 |
| Cla | ire M. Kimball Signature Date Signed |
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| Name Parisian, Inc. | |
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| Address (line 1) 750 Lakeshore Parkway | |
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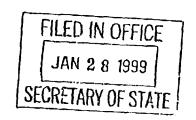
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P. 006

ARTICLES OF MERGER
OF
CARSON PIRIE SCOTT & CO.
(an Illinois corporation)
WITH AND INTO
PARISIAN, INC,
(an Alabama corporation)



Pursuant to Section 10-2B-11.05 of the Alabama Business Corporation Act (the "ABCA"), Parisian, Inc. hereby delivers the following Articles of Merger for the purpose of merging Carson Pirie Scott & Co., an Illinois corporation ("CPS & Co.") with and into Parisian, Inc., an Alabama corporation ("Parisian").

- 1. The Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference.
- 2. CPS & Co. has 100 shares of common stock issued and outstanding and entitled to vote on the Agreement and Plan of Merger. All of such outstanding shares were voted for the Agreement and Plan of Merger which was sufficient for approval of the Agreement and Plan of Merger.
- 3. Parisian has 100 shares of common stock issued and outstanding and entitled to vote on the Agreement and Plan of Merger. All of such outstanding shares were voted for the Agreement and Plan of Merger which was sufficient for approval of the Agreement and Plan of Merger.
- 4. The Articles of Incorporation of Parislan are filed in the office of the Judge of Probate of Jefferson County, Alabama.
- 5. These Articles of Merger and the merger contemplated hereby will become effective at 6:00 p.m. E.S.T. on January 30, 1999.

[Signature on next page]

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IN WITNESS WHEREOF, Parisian, Inc. has caused these Articles of Merger to be executed by a duly authorized officer this 26th day of January, 1999.

PARISIAN, INC.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of January 26, 1999 between Parisian, Inc. ("Parisian"), an Alabama corporation, and Carson Pirie Scott & Co. ("CPS & Co." and, together with Parisian, the "Constituent Corporations"), an Illinois corporation and each a wholly owned subsidiary of Saks Incorporated, a Tennessee corporation, sets forth certain agreements in connection with the merger of CPS & Co. with and into Parisian (the "Merger").

WITNESSETH:

WHEREAS, as of the date hereof, CPS & Co. has authorized one hundred (100) shares of Common Stock \$.01 per share (each a share of "CPS & Co. Common Stock").

WHEREAS, as of the date hereof, there are 100 shares of CPS & Co. Common Stock issued and outstanding, all of which are owned by Saks Incorporated.

WHEREAS, the Boards of Directors and the sole shareholders of CPS & Co. and Parisian have approved this Agreement, the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the Merger, the method by which the Merger will be effected, the manner and basis of converting shares of CPS & Co. Common Stock, the manner of determining the effective date of the Merger and such other provisions as are deemed necessary or desirable, the parties hereto do hereby agree as follows:

ARTICLE I

THE MERGER

- 1.1 Upon the terms and subject to the conditions of this Agreement and in accordance with applicable law, at the Effective Time (as defined below) CPS & Co. shall be merged with and into Parisian and the separate existence of CPS & Co. shall thereupon cease. Parisian shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), and the Surviving Corporation shall be an Alabama corporation and retain the name "Parisian, Inc."
- 1.2 At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of a public and a private nature of each of the Constituent Corporations; all property, real, personal and

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mixed, tangible and intangible and all and every other interest of or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further action. The title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger.

- 1.3 The location of the principal office of the Surviving Corporation shall be 750 Lakeshore Parkway, Birmingham, Alabama 3521. The name and location of the registered agent of the Surviving Corporation shall be CSC-Lawyers Incorporating Service Incorporated, 57 Adams Avenue, Montgomery, Alabama 36104-4045 (Montgomery County).
- 1.4 The Merger shall become effective at 6:00 p.m. E.S.T. on January 30, 1999 (the "Effective Time").

ARTICLE II

CERTIFICATE OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

- 2.1 The Articles of Incorporation of Parisian in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such Articles of Incorporation.
- 2.2 The Bylaws of Parisian in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by law, by the Articles of Incorporation of the Surviving Corporation and by such Bylaws.
- 2.3 The directors of Parisian immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation, and the officers of Parisian immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation, in both cases until their successors shall have been elected and shall qualify or until otherwise provided by law, by the Articles of Incorporation of the Surviving Corporation and by the Bylaws of the Surviving Corporation.

P. 011

ARTICLE III

CANCELLATION OF SHARES

The issued and outstanding shares of CPS & Co. will be canceled and cease to exist by virtue of the Merger at the Effective Time. The issued and outstanding shares of the Surviving Corporation will remain issued and outstanding and will be unaffected by the Merger.

ARTICLE IV

FURTHER ACTIONS AND AGREEMENTS

If at any time after the Effective Time of the Merger the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Constituent Corporation acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of the Surviving Corporation shall, and hereby are authorized to, execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or to otherwise carry out this Agreement.

ARTICLE V

MISCELLANEOUS

- For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed an original instrument and all of such counterparts shall constitute one document, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- This Agreement shall be governed by and construed in accordance with the 5.2 laws of the State of Alabama.
- The parties hereto, by resolution of their respective boards of directors, may amend, modify or supplement this Agreement, or waive the application of any provision hereof, provided that any such amendment, modification, supplement or waiver is in writing and signed by the parties hereto.

- 3 -

ATL01/10427249v1

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date first above written.

PARISIAN, INC.

Name:

CARSON PIRIE SCOTT & CO.

Title: ___

-4-

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RECORDED: 03/30/2001