

07-02-2003



6-26-03

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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102487062

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

<p>1. Name of conveying party(ies): Chiasso, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Chiasso Acquisition, LLC Internal Address: _____ Address: _____</p> <p>Street Address: 1500 West Cortland Ave. City: Chicago State: IL Zip: 60622</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Illinois Limited Liability Company _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 04/07/03</p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 2425015</p> <p style="text-align: center;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Nicole M. Walker Internal Address: Neal, Gerber & Eisenberg Street Address: Two North LaSalle St. City: Chicago State: IL Zip: 60602-3801</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 502261</p>
DO NOT USE THIS SPACE	
<p>9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Nicole M. Walker Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;"> <p><i>Nicole M. Walker</i> Signature</p> </div> <div style="width: 30%; text-align: right;"> <p>06/26/03 Date</p> </div> </div> <p style="text-align: center; margin-top: 10px;">Total number of pages including cover sheet, attachments, and document: 7</p> </p>	

07/01/2003 LAMUELLER 00000102 502261 2425015
01 FC:8521 40.00 DA

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002768 FRAME: 0540

ASSIGNMENT AND ASSUMPTION AND BILL OF SALE

This Assignment and Assumption and Bill of Sale (the "Instrument") is dated as of April 7th, 2003, and is by and between Chiasso, Inc., a Delaware corporation ("Seller"), and Chiasso Acquisition LLC, an Illinois limited liability company (the "Purchaser")

RECITALS

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of March 10, 2003 (together with the exhibits and schedules thereto, the "Purchase Agreement"); capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement;

WHEREAS, Seller sells contemporary home furnishings, housewares, decorative accessories and furniture to consumers at its retail stores, and through its catalog and website (the "Business"); and

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, transfer and assign to Purchaser all of Seller's right, title and interest in and to certain of Seller's assets used in the Business.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

AGREEMENT

1. Purchased Assets. Subject to and pursuant to the approval order of the Bankruptcy Court in Seller's Chapter 11 proceeding, Seller hereby sells to Purchaser, and Purchaser hereby purchases the Purchased Assets of Seller related to the operation of the Business owned on and as of the Closing Date consisting of the following assets:

- Accounts receivable outstanding less than 30 days, provided that Credit card A/Rs are treated as cash, not A/Rs.
- All saleable inventory that is presented in the Spring 2003 catalog and that is (a) located at the Water Tower location, Chicago headquarters and warehouse (the "Chicago Warehouse"), and the Progressive Distribution facility in Grand Rapids (the "Facility") as of the Closing Date and (b) pre-paid as of the Closing Date but not yet delivered to the Chicago Warehouse or the Facility as of the Closing Date (collectively, the "Catalog Inventory").
- All owned property and equipment that are located at the Chicago Warehouse and the Facility, including, but not limited to, all office furniture, telecommunications equipment, leasehold improvements, computer hardware and software, warehouse equipment business and financial records relating to the direct marketing

business, merchandizing and inventory reports, direct mailing analyses, all related computer files and data, and other related assets.

- All other intangible assets and intellectual property, including, but not limited to, the direct marketing buyer database, mailing lists, customer lists (catalog and web buyers), vendor lists, retail customer files, the website and related materials, domain names, registered and unregistered trademarks, software, programs, upgrades, licenses, general intangibles, techniques, methods, other IP assets, printed catalogs, partially completed catalogs, artwork, photographs, catalog records and other data bases, and related assets.
- All pre-paid Spring 2003 catalogs production costs, including without limitation, graphic design, photography, copy, color separation, list rentals, and paper.
- Assumption and assignment of other personal property leases and executory contracts listed on Exhibit A (collectively, the "Assigned Personal Property Leases").

2. Excluded Assets. Notwithstanding any term or provision herein to the contrary, Seller shall not contribute, transfer, convey, assign or deliver to Purchaser, and Purchaser shall not purchase, acquire or take assignment and delivery of any right, title and interest in and to any of the Excluded Assets.

3. Assumed Obligations. Seller hereby assigns and transfers to Purchaser, and Purchaser hereby assumes and agrees to pay, perform, fulfill and discharge, the liabilities and obligations of Seller that are required to be performed after the date hereof (collectively, the "Assumed Obligations"):

- (a) obligations under the Assigned Personal Property Leases listed on Exhibit A; and
- (b) Seller's outstanding gift certificates and customer credit memos.

4. No Representations. Purchaser is purchasing the Purchased Assets in their present "As Is" condition. Seller makes no representations or warranties with respect to the Purchased Assets being sold and assigned hereunder except for any specifically made in the Purchase Agreement.

5. Entire Agreement. This Instrument is executed and delivered pursuant to the Purchase Agreement. The Purchase Agreement sets forth the entire agreement and understanding of the parties with respect to the matters contemplated by this Instrument.

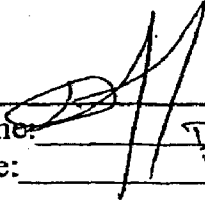
6. Applicable Law. This Instrument shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without giving effect to the principles of conflicts of law thereof, subject to applicable provisions of Title 11, United States Code.

Purchaser hereby consents to the jurisdiction of the United States Bankruptcy Court for the Northern District of Illinois to hear and decide disputes regarding the interpretation and enforcement of this Instrument.

7. Counterparts. This Instrument may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption and Bill of Sale to be executed and delivered as of the date first above written.

CHIASSO, INC.

By: 
Name: DAVID MARCHAN
Title: PRESIDENT / CEO

CHIASSO ACQUISITION LLC

By: 
Name: _____
Title: MEMBER

SIGNATURE PAGE TO CHIASSO ASSIGNMENT, ASSUMPTION AND BILL OF SALE

EXHIBIT A

Chlasso, Inc.

Executory Contract Listing

<u>Counterparty</u>	<u>Address 1</u>	<u>Address 2</u>	<u>Address 3</u>	<u>City, State, Zip</u>	<u>Nature of Contract</u>
Progressive Distribution		5505 36th ST, SE		Grand Rapids, MI 49512	Fulfillment Services
CDW Leasing, LLC		7145 SW Varns ST		Portland, OR 97223	Computer Lease
Dell Financial Services		99355 Collections Center Dr.		Chicago, IL 60693	Computer Lease
Dell Financial Services		99355 Collections Center Dr.		Chicago, IL 60693	Computer Lease
Dell Financial Services		99355 Collections Center Dr.		Chicago, IL 60693	Computer Lease
Sprint, Inc.					Sales Agreement
Mokrynski & Associates		401 Hackensack Ave		Hackensack, NJ 07601	Email Management
Hinckley Springs Water Co.		PO Box 18888		Bedford Park, IL 60499	Water Service
Abacus, a Division of Doubleclick		450 W 33rd Street		New York, NY 10001	Channelview services
Zurich Group Chicago		319 N. Naperville Road, PMB 389		Bolingbrook IL 60490	P&C and Workman's Comp Insurance
Pitney Bowes Credit Corporation		PO Box 85460		Louisville, KY 40285-5460	Postage Meter Rental
United States Postal Service	Manager CAPS Service Center	2700 Campus Dr.		San Mateo, CA 94497-9442	CAPS EFT Agreement
Quickpack		3532 Coleman Court		Lafayette, IN 47905	Catalog Mailing Services
STS SYSTEMS		2800 Transcanadienne		Pointe Clair, QC Canada H9R 1B1	Head Office Licenses and Support Only
Ameritech					Volume Purchase Agreement

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American Express
Establishment Services
iPayment, Inc.

Discover Business Services

Ikon, IOS Capital

ADT Security

Humana Insurance Co.

Principal Financial Group

Verio Inc

PO Box 53852
9121 Oakdale Ave @201
PO Box 52145
PO Box 650016
361 Frontage Road, Ste 124
PO Box 0599
3001 Butterfield Rd, Ste 100

Phoenix, AZ 85072 Merchant Services
Chatsworth, CA 91311 Merchant Services
Phoenix, AZ 85072 Merchant Services
Dallas, TX 75265 Copier Lease
Burr Ridge, IL 60521 Alarm System Service -
Head Office
Carol Stream, IL 60132 Group Health Insurance
Oakbrook IL 60523 Group Dental Insurance

Web Site Hosting
Services