

12-16-1999

FORM PTO-1594

RE

U.S. DEPARTMENT OF COMMERCE

I-31-92

11. 29. 99

I

101224840

Patent and Trademark Office

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

1. Name of conveying Party(ies):

STEIN MART, INC.

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other \_\_\_\_\_

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Effective Date: January 4, 1998

2. Name and Address of receiving Party(ies):

Name: STEIN MART BUYING CORP.

Internal Address: \_\_\_\_\_

Street Address: 1200 Riverplace Boulevard

City: Jacksonville State: FL Zip: 32207

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- Other \_\_\_\_\_

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)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

Additional sheet attached?  Yes  No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

**Jacobson, Price, Holman & Stern**

400 7th Street, N.W.  
Washington, DC 20004  
Tel. 202-638-6666

Attorney Docket No. 10040/G-10040

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41)..... \$ 490.00

- Enclosed
- Authorized to be charged to deposit account

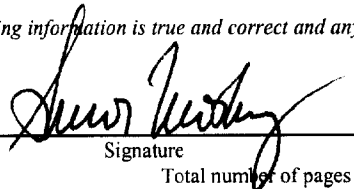
8. Deposit Account No.: 06-1358  
(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. Statement and Signature.

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

Simor L. Moskowitz  
Name of Person Signing

  
Signature

November 29, 1999  
Date

Total number of pages comprising cover sheet: 7

JPH&S 341-8/92

12/16/1999 TTON11 00000024 75351925

01 FC:481  
02 FC:482

40.00 OP  
450.00 OP

TRADEMARK  
REEL: 001999 FRAME: 0103

**EXHIBIT A****Service Marks and Trademarks**

<b>MARK</b>	<b>REG./APPLN. NO.</b>	<b>DATE</b>
BIRCH HILL	SN# 75/351,925	9/4/97
BIRCH HILL	1,658,938	10/1/91
CHAS. REED & CO.	1,253,051	10/4/83
FRIDAY SOLUTION	2,121,965	12/16/97
KEELER BAY	1,883,000	3/7/95
NEWCASTLE AND YORK	1,710,780	8/25/92
PANACHE STEIN MART & DESIGN	SN# 75/307,012	6/11/97
RATHURST WEAVERS	1,666,799	12/3/91
SCOTT TAYLOR	1,756,934	3/9/93
STEIN MART	1,204,955	8/10/82
STEIN MART: THE LOOK, THE NAME, THE PRICE	1,910,588	8/8/95
STEIN MART... WE MAKE YOU LOOK SO SMART	1,898,323	6/6/95
YOU COULD PAY MORE, BUT YOU'LL HAVE TO GO SOMEWHERE ELSE	2,027,094	12/31/96
STURBRIDGE	1,642,144	4/23/91
WAKEBY FOREST	1,745,725	1/12/93
WINTERPORT	1,783,181	7/20/93
WINTERPORT	1,666,795	12/3/91
YORK HARBOR	1,973,097	5/7/96
YORK HARBOR	1,920,938	9/19/95

## **TRADEMARK ASSIGNMENT**

AGREEMENT made this 2<sup>nd</sup> day of January, 1998 by and between Stein Mart, Inc. ("Assignor"), a Florida corporation having its principal place of business at 1200 Riverplace Boulevard, Jacksonville, Florida 32207, to Stein Mart Buying Corp. ("Assignee"), a Florida corporation having its principal place of business at 1200 Riverplace Boulevard, Jacksonville, Florida 32207.

WHEREAS, Assignor owns all of the assets involved in the inventory procurement operations at Stein Mart, Inc., and

WHEREAS, Assignor has used, and is using, and is the owner of the service marks and trademarks, and the registrations and applications therefor as identified in the attached Exhibit A (the "Stein Mart Marks"); and

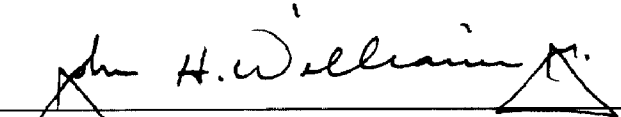
WHEREAS, Assignee is desirous of acquiring the said assets of the inventory procurement operations, as well as the Stein Mart Marks along with all federal and state applications and registrations therefor, and the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of 1,000 shares of Common Stock of Stein Mart Buying Corp., the receipt and sufficiency of which is hereby acknowledged, Assignor conveys, transfers and assigns to Assignee (1) all its rights, title and interest in and to the Assets of its inventory procurement and buying operations, as shown on Exhibit B, involved in the inventory procurement operations of Stein Mart, Inc., as well as (2) all of Stein Mart, Inc.'s rights, title and interest in and to the Stein Mart Marks and all applications and registrations therefor, together with the goodwill of the business associated therewith. Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Stein Mart Marks. Assignor warrants that it has good and valid title to the Assets of the inventory procurement operations of Stein Mart, Inc. Assignor further warrants that it has good and valid title to the Stein Mart Marks. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry

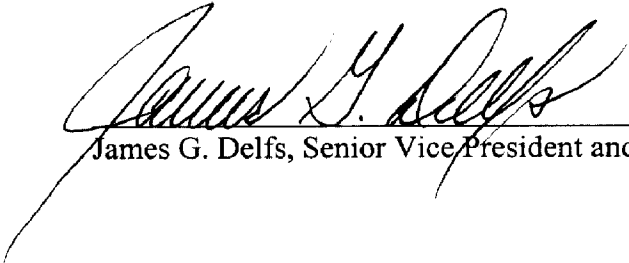
out the intent of this assignment at Assignee's expense and request, as well as provide such other material, information or assistance as Assignee may consider necessary.

This assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith and shall take effect as of January 4, 1998.

STEIN MART, INC.

  
\_\_\_\_\_  
John H. Williams, President

STEIN MART BUYING CORP.

  
\_\_\_\_\_  
James G. Delfs, Senior Vice President and Secretary

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YORK HARBOR	1,920,938	9/19/95

**Foreign Service Marks and Trademarks**

<b><u>MARK</u></b>	<b><u>APPLN./REG. NO.</u></b>	<b><u>DATE</u></b>
PANACHE STEIN MART & DESIGN (Canada)	SN# 855998	9/15/97
PANACHE STEIN MART & DESIGN (Mexico)	SN# 310797	10/14/97
STEIN MART THE LOOK, THE NAME, THE PRICE (Canada)	456980	5/3/96
STEIN MART THE LOOK, THE NAME, THE PRICE (Mexico)	479346	11/14/94

**EXHIBIT B**

**Procurement Operations Assets**

Leasehold Improvements	\$ 113,000
Computer Equipment	601,000
Software	693,000
Equipment	156,000
Furniture and Fixture	<u>282,000</u>
	<b>\$1,845,000</b>