

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The All Natural Baby, Inc.		03/03/2005	CORPORATION: NORTH CAROLINA
Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.		03/07/2005	Professional Association: FLORIDA
RECEIVING PARTY DATA			
Name:	W.S. Badcock Corporation		
Street Address:	P.O. BOX 232		
City:	Mulberry		
State/Country:	FLORIDA		
Postal Code:	33860		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2540958	BABY & MORE	
CORRESPONDENCE DATA			
Fax Number:	(813)229-6553		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-223-7474		
Email:	sdixit@trenam.com		
Correspondent Name:	Shyam N.S. Dixit Jr.		
Address Line 1:	101 E Kennedy Blvd		
Address Line 2:	27th Floor		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Shyam N.S. Dixit Jr.		
Signature:	/Shyam N.S. Dixit Jr./		

CH \$40.00 2540958

Date:

03/07/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The All Natural Baby, Inc., a North Carolina corporation, and Patrina Lawrence, individually and as the owner of The All Natural Baby, Inc., located at 103 Valenta Court, Cary, North Carolina 27513 (collectively "Assignor") hereby assigns to Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., a Florida professional association, having a place of business at 101 E. Kennedy Blvd, Ste. 2700, Tampa, Florida 33602 ("Assignee"), all of its rights, title, and interest in and to the service mark, trademark and registration thereof identified in Schedule A (the "Mark"), attached hereto, together with the goodwill of the business symbolized thereby.

For such good and valuable consideration, Assignor hereby further sells, assigns and transfers to Assignee, all rights and interest in, to and arising from any infringement of the Mark, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

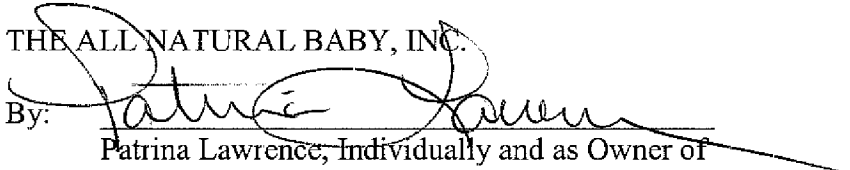
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor represents and warrants that Assignor has ceased and abandoned all use of the Mark, including but not limited to any use on letterhead and business cards, advertising, marketing, promotional and sales materials; informational materials; labels and signs, and Internet website(s); and, Assignor has ceased and abandoned all use of, and shall not hereafter use, any similar or other name or mark the use of which might cause confusion or mistake or deceive the public as to the source of goods and services provided under the Mark.

EXECUTED and EFFECTIVE on the date entered above.

THE ALL NATURAL BABY, INC.

By:

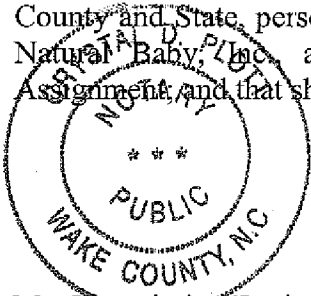

Patrina Lawrence, Individually and as Owner of
The All Natural Baby, Inc.

SCHEDULE A

Country	Mark	Registration No.
United States	BABY & MORE	2,540,958

STATE OF NORTH CAROLINA)
) SS:
 COUNTY OF)

On the 3rd day of March, 2005 before me, a Notary Public in and for said County and State, personally appeared Patrina Lawrence, individually and as owner of The All Natural Baby, Inc. and acknowledged that she is authorized to execute the foregoing Assignment, and that she did execute the foregoing Assignment.



Cry D Platt
 Notary Public
Crystal D Platt
 Printed Name

My Commission Expires: My Commission Expires 2-19-2008
 County of Resident: Wake

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., a Florida professional association, having a place of business at 101 E. Kennedy Blvd., Ste. 2700, Tampa, Florida 33602 ("Assignor"), hereby assigns to W.S. Badcock Corporation, having a place of business at P.O. Box 232, Mulberry, Florida 33860 ("Assignee"), all of its rights, title, and interest in and to the service mark, trademark and registration thereof identified in Schedule A (the "Mark"), attached hereto, together with the goodwill of the business symbolized thereby.

For such good and valuable consideration, Assignor hereby further sells, assigns and transfers to Assignee, all rights and interest in, to and arising from any infringement of the Mark, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

EXECUTED and EFFECTIVE on Monday, March 07, 2005.

TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL & MULLIS, P.A.

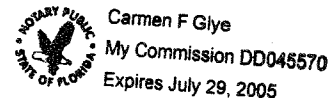
By: Shyam N.S. Dixit Jr.
Shyam N.S. Dixit Jr.

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

On the 7th day of March, 2005 before me, a Notary Public in and for said County and State, personally appeared Shyam N.S. Dixit Jr., of Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., and acknowledged that he is authorized to execute the foregoing Assignment; and that he did execute the foregoing Assignment.

Carmen F. Glys
Notary Public
Carmen F. Glys
Printed Name

My Commission Expires: _____
County of Resident: Hillsborough



SCHEDULE A

Country	Mark	Registration No./Serial Number
United States	BABY & MORE	2,540,958

TK's Trademark Assignment- 1053145v1