

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Petty Enterprises Merchandising		03/23/2005	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Petty Marketing Company, LLC		
<b>Street Address:</b>	311 Branson Mill Road		
<b>City:</b>	Randleman		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27317		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2236379	43	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)232-9075		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	336-373-8850		
<b>Email:</b>	dsar@brookspierce.com		
<b>Correspondent Name:</b>	David W. Sar		
<b>Address Line 1:</b>	230 N. Elm St.		
<b>Address Line 2:</b>	2000 Renaissance Plaza		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>NAME OF SUBMITTER:</b>	David W. Sar		
<b>Signature:</b>	/DavidWSar/		
<b>Date:</b>	03/25/2005		

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**Total Attachments: 3**

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## Trademark Assignment

This Trademark Assignment ("Assignment"), having an effective date of March 23, 2005, is entered into by and between Petty Enterprises Merchandising, a North Carolina corporation ("Assignor"), and Petty Marketing Company, LLC, a North Carolina limited liability company ("Assignee"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, privileges and interest in and to the trademark(s), proprietary indicia, trade style(s), trade dress(es), logo(s), symbol(s), source identifier(s), brand name(s) and/or designations set forth on the attached Exhibit A, as well as all associated trademark, service mark, and trade name rights and associated goodwill (collectively, the "Trademark(s)").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to the Trademark(s), together with all goodwill appurtenant thereto, all common law rights thereto, all registration(s) or application(s) for the registration of the Trademark(s), whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority, including without limitation those application(s) and registration(s) set forth on the attached Exhibit A. Assignor further, and without limitation, conveys, assigns and transfers all of Assignor's rights under any claim relating to the Trademark(s) that arose at any time prior and up to the conveyance of the Trademark(s) under this Assignment, including, without limitation, all rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Trademark(s) and to recover and hold all damages, profits and other compensation arising from such third party's unlawful acts.

Assignor, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership interest and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing any affidavits relating to the Trademark(s) and the

nature and timing of its use of the Trademark(s), and shall give testimony, and otherwise do and perform all acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment and to enforce Assignee's rights in the Trademark(s) against third parties.

Signed under seal as of this the 23<sup>d</sup> day of March, 2005.

**ASSIGNOR**  
PETTY ENTERPRISES MERCHANDISING

By:  (SEAL)  
Brian Moffitt  
Vice President of Marketing

**Exhibit A**

**Trademarks**

43

43 (US Registration No. 2,236,379)

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