

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
McRae's, Inc.		10/06/2005	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	NorthPark Fixtures, Inc.		
Street Address:	750 Lakeshore Parkway		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35211		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2993497	PARAPHARMACY	
Registration Number:	2990759	PARAPHARMACY	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048817000		
Email:	ipatl@alston.com		
Correspondent Name:	Wendy L. Robertson, Esq.		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	023119/182238		
NAME OF SUBMITTER:	Wendy L. Robertson		
Signature:	/Wendy L. Robertson/		

OP \$65.00 2993497

Date:

10/06/2005

Total Attachments: 1

source=Service Mark Assignment for the Marks PARAPHARMACY and PARAPHARMACY with Design#page1.tif

SERVICE MARK ASSIGNMENT

WHEREAS, McRae's, Inc., a corporation organized and existing under the laws of the State of Mississippi, with its principal place of business at 750 Lakeshore Parkway, Birmingham, Alabama 35211 ("Assignor"), has adopted and used and is the owner of the U.S. Service Mark Reg. No. 2,993,497 for the Mark PARAPHARMACY, issued on September 6, 2005 and U.S. Service Mark Reg. No. 2,990,759 for the Mark PARAPHARMACY & Design, issued on August 30, 2005 (hereinafter referred to as the "Marks"), in connection with Assignor's services, and the goodwill associated therewith; and

WHEREAS, NorthPark Fixtures, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 750 Lakeshore Parkway, Birmingham, Alabama 35211 ("Assignee"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, its successors, assigns, and legal representatives, all rights, title and interest in and to the Marks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.

IN WITNESS HEREOF, Assignor has caused this Assignment to be executed.

MCRAE'S, INC.

By: 

Title: VP & Assistant Secretary

Date: 10/6/05