

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dollar Tree Stores, Inc.		07/01/2005	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Greenbrier International, Inc.
<b>Street Address:</b>	500 Volvo Parkway
<b>City:</b>	Chesapeake
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23320-1604
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	78657295	ASSURED
Serial Number:	78653150	BRECKENRIDGE FARMS
Serial Number:	76592445	CHRISTMAS HOUSE
Serial Number:	76585658	CLOSET ESSENTIALS
Serial Number:	76574863	COOKING CONCEPTS
Serial Number:	76589923	CRAFTERS SQUARE
Serial Number:	76592903	CUDDLY COUSINS
Serial Number:	76589915	DECORATOR'S CHOICE
Serial Number:	78645493	DRIVER'S CHOICE
Serial Number:	76585655	FLORAL GARDEN
Serial Number:	76589920	JOT
Serial Number:	76585657	LAUNDRY ESSENTIALS
Serial Number:	78644222	LUMINESSENCE
Serial Number:	78527129	POWER CLIPS

OP \$715.00 78657295

Serial Number:	78653193	RIVERTON ORCHARDS
Serial Number:	76589924	SASSY & CHIC
Serial Number:	76585763	SPECIAL MOMENTS
Serial Number:	76585659	STORAGE ESSENTIALS
Serial Number:	76585656	SUN TROPEZ
Serial Number:	78642226	TEACHING TREE 1
Serial Number:	76589922	TOOL BENCH
Serial Number:	78656238	TRADEWIND BAY
Serial Number:	76589919	VICTORIA'S GARDEN
Serial Number:	76589921	VOILA
Serial Number:	76609382	WINDHAM HEIGHTS
Serial Number:	76589916	DONNA MICHELLE
Serial Number:	76592904	MAX BLOCK
Serial Number:	78698247	SURE FRESH

**CORRESPONDENCE DATA**

Fax Number: (757)321-5248  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7573215659  
Email: jdeal@dollartree.com  
Correspondent Name: John L. Deal  
Address Line 1: 500 Volvo Parkway  
Address Line 4: Chesapeake, VIRGINIA 23320-1604

NAME OF SUBMITTER:	John L. Deal
Signature:	/John L. Deal/
Date:	11/15/2005

Total Attachments: 3  
source=2005\_11\_15\_10\_39\_10#page1.tif  
source=2005\_11\_15\_10\_39\_10#page2.tif  
source=2005\_11\_15\_10\_39\_10#page3.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into effective July 1, 2005 by and between DOLLAR TREE STORES, INC., a Virginia corporation ("Assignor") and GREENBRIER INTERNATIONAL, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor, has adopted and used, or intends to use, and is the sole and exclusive owner of the full right, title, and interest in the marks attached hereto as Schedule "A" ("Trademarks"); and

WHEREAS, Assignor has filed applications for registration of the Trademarks on the principal register of the United States Patent and Trademark Office, said applications being designated as shown on Schedule "A"; and

WHEREAS, Assignor desires to transfer and assign unto Assignee, and Assignee desires to acquire the entire right, title, license, goodwill and interest in, to and under the Trademarks, along with the rights associated with said Trademarks and to recover for damages and profits for past and future infringements thereof.

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

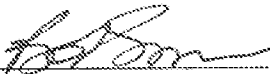
1. **Trademark Assignment.** Assignor does hereby irrevocably contribute, transfer, convey, sell and assign to Assignee its entire right, title, license, goodwill and interest in and all subsidiary rights of Assignor into and under the Trademarks, as well as any and all common law rights therein, together and with all rights and privileges granted and secured thereby, including but not limited to, the right to prosecute and transact all business in connection with the Trademarks and any pending applications or subsequent registrations therefor, and the right to sue and recover for any past, continuing or future infringement or dilution of said Trademarks. Assignor agrees to execute and deliver to Assignee, all papers, instruments and assignments and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title and interest in and to the Trademarks in the Assignee.

2. **Assignor's Warranties and Representations.** Assignor does hereby warrant and represent it is the owner of Trademarks and it has not sold, assigned, transferred, conveyed or otherwise disposed of any or all rights in the Trademarks.

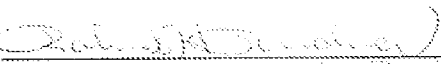
3. **Governing Law.** This Assignment shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have signed this Assignment as of the date first above written.

DOLLAR TREE STORES, INC., a  
Virginia corporation

By:   
Name: Bob Sasser  
Title: CEO

GREENBRIER INTERNATIONAL, INC., a  
Delaware corporation

By:   
Name: Robert H. Robinson  
Title: CEO

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>SERIAL NO.</b>
Assured	78657295
Breckenridge Farms	78653150
Christmas House	76592445
Closet Essentials	76585658
Cooking Concepts	76574863
Crafters Square	76589923
Cuddly Cousins	76592903
Decorator's Choice	76589915
Donna Michelle	76589916
Driver's Choice	78645493
Floral Garden	76585655
JOT	76589920
Laundry Essentials	76585657
Luminessence	78644222
Max Block	76592904
Power Clips	78527129
Riverton Orchards	78653193
Sassy & Chic	76589924
Special Moments	76585763
Storage Essentials	76585659
Sun Tropez	76585656
Sure Fresh	78698247
Teaching Tree	78642226
Tool Bench	76589922
Tradewind Bay	78656238
Victoria's Garden	76589919
Voila	76589921
Windham Heights	76609382