

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/04/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carson Pirie Scott II, Inc. (f/k/a McRae's, Inc.)		03/04/2006	CORPORATION: MISSISSIPPI

**RECEIVING PARTY DATA**

Name:	Jackson Office Properties, Inc. (f/k/a North Park Fixtures, Inc.)
Street Address:	750 Lakeshore Parkway
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35211
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2217957	NATIONAL BANK OF THE GREAT LAKES
Registration Number:	1935197	MCRAE'S
Registration Number:	2921455	PROFFITT'S FOCUSED ON YOU
Registration Number:	1952649	PROFFITT'S
Registration Number:	1932951	PROFFITT'S
Registration Number:	1932950	PROFFITT'S

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP

CH \$165.00 2217957

Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	14732-10080
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/24/2006

**Total Attachments: 3**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of March 4, 2006, by and between Carson Pirie Scott II, Inc. (f/k/a McRae's, Inc.), a Mississippi corporation ("Assignor"), and Jackson Office Properties, Inc. (f/k/a North Park Fixtures, Inc.), a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to a Contribution Agreement, dated as of March 4, 2006 (the "Contribution Agreement"), pursuant to which Assignor assigned, transferred, conveyed and delivered all Intellectual Property owned by or licensed to Assignor to Assignee;

**WHEREAS**, Assignor may continue to be deemed to be the owner of record of the trademarks listed on Schedule A attached hereto (the "Marks");

**WHEREAS**, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Marks, including the goodwill; and

**WHEREAS**, all capitalized terms used but not defined herein shall have the meaning given to them in the Contribution Agreement.


**NOW THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor assigns to Assignee, all of Assignor's right, title and interest in and to the Marks, including all state and common law rights, together with the goodwill of the business symbolized by the Marks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

Assignor will execute and deliver to Assignee any documents necessary to affect the transfers herein. Assignor agrees that Assignee may record this Assignment with the United States Patent and Trademark Office and wherever else necessary to affect the transfer herein.

(SIGNATURE ON NEXT PAGE)

**IN WITNESS WHEREOF**, Assignor has executed this Trademark Assignment effective as of the date set forth above.

**CARSON PIRIE SCOTT II, INC.**

By:   
Name: Robert E. Stern  
Title: VP, General Counsel and Secretary  
Date: 4-21-06

**SCHEDULE A**

<b>Mark</b>	<b>App./Reg. No.</b>	<b>Class of Goods and/or Services</b>
National Bank of the Great Lakes	2,217,957	Class 36
McRae's	1,935,197	
Proffitt's (stylized)	921,204	
Proffitt's and design	13,721,079	
Proffitt's Focused on You	2,921,455	
Proffitt's	1,952,649	
Proffitt's	1,932,951	
Proffitt's	1,932,950	