

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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.)		04/21/2006	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Club Libby Lu, Inc. (f/k/a McRae's Stores Services, Inc.)
Street Address:	750 Lakeshore Parkway
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35211
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2571942	CLUB LIBBY LU
Registration Number:	2920868	CLUB LIBBY LU
Registration Number:	2646577	CLUB LIBBY LU
Serial Number:	76467824	SHE SHE LA LÀ
Registration Number:	2717794	VIP (VERY IMPORTANT PRINCESS!)

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
 Address Line 2: 717 N. Harwood St., Suite 3400

CH \$140.00 2571942

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 Club Libby Lu, Inc. (f/k/a McRae's Stores Services, Inc.), an Illinois 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 relating primarily to the conduct of the CLL Business to Assignee;

WHEREAS, Assignor may continue to be deemed 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

Club Libby Lu Trademarks

Mark	App./Reg. No.	Class of Goods and/or Services
Club Libby Lu	2,571,942	3; 14; 18; 20; 24; 25 and 26
Club Libby Lu	2,920,868	35
Club Libby Lu & Design	2,646,577	3; 14; 18; 20; 24; 25 and 26
She She La La	76/467,824	3; 21
VIP (Very Important Princess!)	2,717,794	3; 14; 20; 24; 25 and 26