

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
BANK of America, N.A.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship ip attached?  No

Name: Spencers INC.  
Internal Address: \_\_\_\_\_  
Street Address: P.O. Box 988 238 Willow Street  
City: Mt. Airy  
State: NC  
Country: USA Zip: 27030

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 5/19/06

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)  
Attached

B. Trademark Registration No. (s)  
\_\_\_\_\_

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
Attached

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Debbie Jones  
Internal Address: \_\_\_\_\_  
Street Address: P.O. Box 988  
City: Mt. Airy  
State: NC Zip: 27030  
Phone Number: 336-789-9111 x292  
Fax Number: 336-789-9503  
Email Address: djones@spencers.com

**6. Total number of applications and registrations involved:** 8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$:** 215.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Heleen Rowe      7/27/06  
Signature      Date

Heleen Rowe  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$215.00 1686530

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Zip Leg	1686530	5/12/1992
Spencer's	0529689	8/29/1950
Spencer's	1657461	9/17/1991
(DESIGN ONLY)	1173365	10/31/1981
Cross Fire	1897058	5/30/1995
Spencer's Plus Design	1896285	5/30/1995
Wee Bear	2137888	2/17/1993
Teddy Bear Design	2084151	7/29/1997

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of May 17<sup>th</sup>, 2006, by BANK OF AMERICA, N.A. (successor to BANKBOSTON, N.A.) ("Assignor"), in favor of SPENCER'S INCORPORATED OF MOUNT AIRY, N.C. ("Assignee").

### RECITALS

1. Pursuant to a Loan and Security Agreement between the parties, dated as of April 28, 1998, as amended ("Loan Agreement"), Assignee granted to the Assignor a security interest in and collateral assignment of the trademarks described on Schedule A to this Assignment (collectively, "Trademarks").

2. Pursuant to the Assignment for Security (Trademarks), made by the Assignee in favor of Assignor, recorded with the United States Patent and Trademark Office on June 17, 1998, at Reel 1742, Frame 0993 ("Trademark Assignment"), Assignee assigned its interest in the Trademarks to Assignor, as collateral security for Assignee's obligations relating to the Loan Agreement.

3. Assignee has fulfilled all of its obligations under the Loan Agreement and Assignor is assigning its interest in the Trademarks back to Assignee, to extinguish Assignor's security interest in the Trademarks.

### AGREEMENT

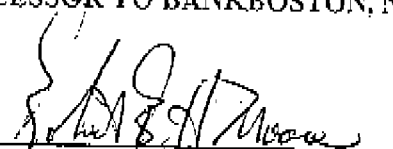
NOW THEREFORE, for valuable consideration hereby acknowledged, Assignor agrees as follows:

SECTION 1. ABSOLUTE ASSIGNMENT. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, and all rights and interests relating thereto. Assignor releases the Trademark Assignment, and releases its security interest in and lien on, and Assignee's collateral assignment of, the Trademarks and all "Trademark Collateral" described in the Trademark Assignment.

SECTION 2. MISCELLANEOUS. This Assignment shall be binding on and inure to the benefit of the parties, and their successors and assigns. Assignor agrees, at Assignee's expense, to execute and deliver such other documents and to do such other acts as Assignee may reasonably request to carry out the intent of this Assignment. This Assignment will be governed by the laws of the State of Georgia, without regard to conflict-of-laws principles.

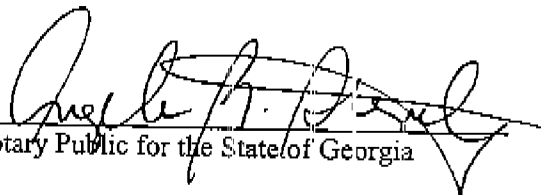
IN WITNESS WHEREOF, this Trademark Assignment is duly executed as of the date set forth above.

BANK OF AMERICA, N.A.  
(SUCCESSOR TO BANKBOSTON, N.A.)

By:   
Title: SVP

State of Georgia        )  
                                   )  
 County of Cobb         )        ss.

BEFORE ME, the undersigned authority, on this day personally appeared Robert B. H. Moore, the Senior Vice President of Bank of America, N.A., a national banking association, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said association.

  
 \_\_\_\_\_  
 Notary Public for the State of Georgia

[SEAL]

Notary Public, Paulding County, Georgia  
 My Commission Expires June 6, 2003