# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Recordation Form Cover Sheet previously recorded on Reel 003357 Frame 0747. Assignor(s) hereby confirms the correction of "assignment" to "security agreement" and "Spencer's Inc." to "Spencer's Incorporated of Mount Airy, NC".

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/19/2006	UNINC. ASSOCIATION:

## **RECEIVING PARTY DATA**

Name:	Spencer's Incorporated of Mount Airy, NC
Street Address:	238 Willow Street
City:	Mount Airy
State/Country:	NORTH CAROLINA
Postal Code:	27030
Entity Type:	CORPORATION: NORTH CAROLINA

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2137888	WEE BEAR

### **CORRESPONDENCE DATA**

(919)854-2084 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

919-854-1844 Phone:

jsleeper@coatsandbennett.com Email:

Correspondent Name: David E. Bennett Address Line 1: 1400 Crescent Green

Address Line 2: Suite 300

Address Line 4: Cary, NORTH CAROLINA 27518

ATTORNEY DOCKET NUMBER:	885-087
NAME OF SUBMITTER:	David E. Bennett

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**REEL: 003495 FRAME: 0805** 

Signature:	/DEB/
Date:	03/08/2007
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Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE
RECORDATION F	United States Putent and Trademark Office ORM COVER SHEET ARKS ONLY
To the Director of the U. S. Patent and Trademark Office: P.	lease record the attached documents or the rew address (se) below.
1. Name of conveying party(les):	
BANK OF America, N.A.	Name and address of receiving party(ies)  Additional names, addresses, or citizenst ip attached?  No. 100   1
Individual(s) Association General Partnership Limited Partnership	Name: S. P.N.C. T.N.C. Internal Address:
Corporation- State:	Street Address: P.D. BOX 918 A38 Willow City: MH. At M
Citizenship (see guidelines)	State: NC
Additional names of conveying parties attached? Yes A	Country: USA Zip: 27030
3. Nature of conveyance //Execution Date(s):	General Partnership Ckizerwhip
Execution Date(s) 519106	Limited Pertnership Citizenship
Assignment Merger  Security Agreement Change of Name	Other Ottzenuble
☐ Other	If assignee is not domiciled in the United States, a domestic representative designation is extended: Yes No
4. Application number(s) or registration number(s) en A. Trademark Application No.(s)	(Designations must be a suparate cocument from assignment)  d identification or description of the Trademark.
Attached	B. Trademark Registration No.(s)
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes No
HTTACNEN	The state of the second of the second in the second in the second in the second of the second in the
S. Name & address of party to whom correspondence	6. Total number of applications and
Varne: DEDOSE JONES	registrations involved:
nternal Address:	7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 3.5,00
itreat Address: P.O. Box 988	Authorized to be charged by credit card  Authorized to be charged to disposit account  Enclosed
ity: Mt. Airy	8. Payment Information:
tate: NC   zip: 27030	a. Credit Card Last 4 Numbers
hone Number, 33(0-789-9111 x 27) ax Number, 33 (0+ 789-9503	Expiration Date
mail Address: CIDAN'S @ SOCIOCIS Com	b, Deposit Account Number
Signature: Willia Konce	TIATIO
Helen Rrive	Date Date
Name of Person Signing	Total number of people in cluding cover sheet, augonments, and document:
Documents to be recorded (including cover sheet): Mail Step Assignment Recordation Services, Director of a	thould be faxed to (571) 273-0140, or mailed to: the USPTO, P.O. Box 1460, Alexandric, VA 22:13-1460

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SPENCERS #1

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<u>Tradomark</u>	Registration Number	Registration Date
Zip Leg	1986530	5/12/1992
Spencer's	0629689	8/29/1960
Spencer's	1657461	9/17/1991
(DESIGN ONLY)	1173365	10/31/1981
Cross Fire	1897058	5/30/1995
Spencer's Plus Design	1896285	6/30/1995
Wee Bear	2137888	2/17/1995
Teddy Bear Design	2084161	7/29/1997

TRADEMARK **REEL: 003357 FRAME: 0748 TRADEMARK** 

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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of May Although 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 I. <u>ABSOLUTE ASSIGNMENT</u>. Assignor hereby assigns to Assignce all of Assignor's right, title and interest in and to the Trademarks, and all rights and interests relating thereto. 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 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

BANK OF AMERICA, N.A.

(SUCCESSOR TO BANKBOSTON, N.A.)

Title: SLAC

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State of Georgia	)	
County of Cobb	)	55

BEFORE ME, the undersigned authority, on this day personally appeared 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

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RECORDED: 07/27/2006

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**RECORDED: 03/08/2007**