

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/26/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burnes Operating Company LLC		08/22/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Burnes of Boston, LLC
Street Address:	9301 Amberglen Blvd.
City:	Austin
State/Country:	TEXAS
Postal Code:	78729
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1541566	STATE STREET COLLECTION

CORRESPONDENCE DATA

Fax Number: (314)345-6060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-345-6000
 Email: smurphy@blackwellsanders.com
 Correspondent Name: Wendy Boldt Cohen
 Address Line 1: 720 Olive Street
 Address Line 2: Suite 2400
 Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	58190.223
NAME OF SUBMITTER:	Wendy Boldt Cohen

OP \$40.00 1541566

Signature:

/Wendy Boldt Cohen/

Date:

08/22/2007

Total Attachments: 1

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into effective, nunc pro tunc, as of May 26, 2006 ("Effective Date"), by and between Burnes Operating Company, LLC, a Delaware limited liability company ("Assignor") and Burnes of Boston, LLC, a Delaware limited liability company, located at 9301 Amberglen Blvd, Austin, TX 78729 ("Assignee").

WHEREAS, Assignor is the owner of all rights in the mark STATE STREET COLLECTION the registration therefor, U.S. Registration No. 1,541,566 (all referred to as the "Mark") and the goodwill associated therewith;

WHEREAS, Assignee is desirous of obtaining all right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used; and

WHEREAS, Assignor is desirous of transferring all its right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire worldwide right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used, for the United States, including all registrations and applications therefor, including specifically U.S. Registration No. 1,541,566, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

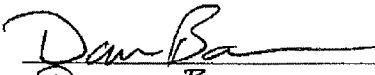
Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment.

This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns. If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect. This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

Burnes Operating Company, LLC
(Assignor)

Burnes of Boston, LLC
(Assignee)

By: 
Name: Darren Barnes
Title: Director of Finance

By: 
Name: MIKE KIRKLAND
Title: VP SALES & MARKETING

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