# OP \$240,00 05296

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spencer's International Group, LLC		12/05/2007	CORPORATION: FLORIDA

# **RECEIVING PARTY DATA**

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

#### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	0529689	SPENCER'S	
Registration Number:	1657461	SPENCER'S	
Registration Number:	2525072		
Registration Number:	1686530	ZIP LEG	
Registration Number:	2935883	SPENCER'S SIGNATURE COLLECTION BY: LESLIE ANN	
Registration Number:	1173365		
Registration Number:	2137888	WEE BEAR	
Registration Number:	1896285	SPENCER'S	
Registration Number:	2084151		

# **CORRESPONDENCE DATA**

Fax Number: (919)361-2262

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

Phone: 919.981.4025

Email: mthomas@williamsmullen.com

Correspondent Name: Mark S. Thomas

TRADEMARK REEL: 003683 FRAME: 0030

900094778

	3200 Beechleaf Court, Suite 500 Raleigh, NORTH CAROLINA 27604	
NAME OF SUBMITTER:	Mark S. Thomas	
Signature:	/Mark S. Thomas/	
Date:	12/20/2007	
Total Attachments: 3 source=security interest#page1.tif source=security interest#page2.tif source=security interest#page3.tif		

TRADEMARK
REEL: 003683 FRAME: 0031

# ASSIGNMENT FOR SECURITY

(Trademarks)

STATE OF NORTH CAROLINA	)
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COUNTY OF SURRY	

WHEREAS, Spencer's International Group, LLC a limited liability company organized under the laws of the State of Florida, USA, (the "Assignor") has entered into an asset purchase agreement for the purchase of assets from Spencer's Incorporated of Mount Airy, NC, a North Carolina corporation, (the "Seller"), consisting of all trademarks, trade names and logos used in connection with the Seller's business of manufacturing and selling infants and children's wear and all goodwill relating to these trademarks in their respective categories as set forth on Schedule A, (the "Trademarks");

WHEREAS, the Assignor has executed a promissory note for the benefit of Seller in connection with such purchase dated December 5<sup>th</sup>, 2007 (the "Note");

WHEREAS, pursuant to the Note the Assignor has agreed to assign to the Seller and grant to the Seller, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (a) the Trademarks and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks;
  - (b) licenses of the foregoing, whether as licensee or licensor;
  - (c) renewals thereof;
- (d) income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof;
- (e) rights to sue for past, present, and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;
  - (f) all rights corresponding to any of the foregoing throughout the world;
- (g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Note; and

WHEREAS, the Assignor is required under the Note to grant to the Seller, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

TRADEMARK
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NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Seller, and grants to the Seller, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Note.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer as of December 5<sup>th</sup>, 2007.

Spencer's International Group, LLC

(Corporate Seal)

Bv:

Armando Saltiel, President

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# SCHEDULE A (Trademarks)

	Registration	Registration
<u>Trademark</u>	Number	<u>Date</u>
Cu an agu'a	0529689	11/16/2000
Spencer's (Classes 24.25)	1657461	6/30/2001
Spencer's (Classes 24,25)	1896285	8/05/2004
Spencer's (Logo) (Classes 24,25)		
Maltese Cross Design	2525072	1/1/2002
Zip Leg	1686530	6/1/2002
Spencer's Signature Collection		
By Leslie Ann	2935883	3/29/2005
Maltese Cross	1173365	2/13/2002
Wee Bear Drawing	2084151	7/29/1997
Wee Bear (Word Mark)	2137888	2/17/1998

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**RECORDED: 12/20/2007**