

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Colonial Williamsburg Foundation		12/19/2007	Non-Stock, Non-Profit Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carter's Grove, LLC		
<b>Street Address:</b>	123 East Main Street, 8th Floor		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22902		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77169632	CARTER'S GROVE	
<b>Serial Number:</b>	77169634	CARTER'S GROVE	
<b>Registration Number:</b>	1132230	CARTER'S GROVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(540)510-3050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5405103000		
<b>Email:</b>	trademarks@leclairryan.com		
<b>Correspondent Name:</b>	Tara A. Branscom		
<b>Address Line 1:</b>	10 S. Jefferson Street, Suite 1800		
<b>Address Line 4:</b>	Roanoke, VIRGINIA 24011		
<b>ATTORNEY DOCKET NUMBER:</b>	12514.0005		
<b>NAME OF SUBMITTER:</b>	Attorney		

CH \$90.00 77169632

Signature:

/tara a. branscom/

Date:

03/17/2008

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of the 19<sup>th</sup> day of December, 2007 ("Effective Date"), between The Colonial Williamsburg Foundation, a non-stock, non-profit corporation organized and existing under the laws of the Commonwealth of Virginia ("Assignor" or "CWF") and Carter's Grove, LLC, a limited liability company organized and existing under the laws of Virginia ("Assignee").

### Recitals

A. Assignor is, to the best of its knowledge, the owner of the United States trademark CARTER'S GROVE as used on and in connection with the following goods: (1) metal trivets; (2) non-metal decorative moldings for use in building construction, namely, chair rails; (3) fabric; and (4) furniture ("CARTER'S GROVE Mark").

B. Assignor is also the owner of United States Trademark Registration No. 1,132,230 for the trademark CARTER'S GROVE for "metal trivets" ("CARTER'S GROVE Registration") and United States Trademark Application Serial Nos. 77/169,632 and 77/169,634 for "furniture" and "non-metal decorative moldings for use in building construction, namely, architectural molding namely, chair rail," respectively ("CARTER'S GROVE Applications").

C. Assignor desires to assign to Assignee, and Assignee desires to acquire, all of the right, title, and interest that Assignor has or may have in and to the CARTER'S GROVE Mark, the CARTER'S GROVE Registration, and the CARTER'S GROVE Applications, together with the goodwill associated with the CARTER'S GROVE Mark ("Goodwill").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of its right, title, and interest in and to the CARTER'S GROVE Mark, the CARTER'S GROVE Registration, the CARTER'S GROVE Applications, and the Goodwill.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee that to the best of its knowledge and excepting any opposition to United States Trademark Application Serial No. 77/169,632 or challenge to the CARTER'S GROVE Mark made by The William Carter Company arising from the extension of time to oppose filed by The William Carter Company against United States Trademark Application Serial No. 77/169,632: (a) Assignor has good and marketable title, free and clear of all liens or other encumbrances, rights and interests to the CARTER'S GROVE Mark, (b) the CARTER'S GROVE Mark does not conflict with or infringe upon any proprietary rights of any third party; and (c) there is no infringement claim by or against any third party in connection with the CARTER'S GROVE Mark.

3. **Reservations of Rights/Liabilities.** Assignor reserves for itself, and does not assign to Assignee, (a) any right to income from or liabilities arising out of Assignor's use of the CARTER'S GROVE Mark prior to the Effective Date, (b) any right, including any right to

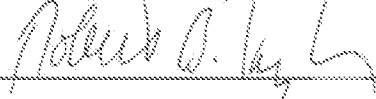
royalty or other income, or any obligation, arising out of the CWF License Agreements, as such term is defined in the License Agreement between Assignor and Assignee of even date herewith, with Assignor's licensees, in effect as of the Effective Date, regardless whether any such rights or such income accrues or becomes due and payable prior to or after the Effective Date, and (c) any right to damages resulting from infringement of the CARTER'S GROVE Mark prior to the Effective Date or as may be otherwise agreed to in writing by Assignor and Assignee.

4. Governing Law/Forum. This Assignment shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Virginia, excluding Virginia's choice of law rules. Any action or claim arising out of or relating to this Assignment shall be brought only in the Circuit Court for the City of Williamsburg and James City County, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.


5. Indemnification. Assignor agrees to defend, indemnify and hold harmless Assignee and its members against any and all losses, damages, liabilities, judgments, awards and costs incidental thereto (including reasonable attorneys' and expert witness fees and expenses) arising out of or related to any claim that the use of the CARTER'S GROVE Mark by Assignor and/or Assignor's licensees prior to the Effective Date, infringed or violated the trademark, copyright, or other proprietary rights of any third party. In no event shall Assignor have any responsibility to defend, indemnify and hold harmless pursuant to this Assignment for demands for indemnification made by Assignee more than three (3) years after the Effective Date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered effective as of the Effective Date.

THE COLONIAL WILLIAMSBURG FOUNDATION

By:   
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CARTER'S GROVE, LLC

By:   
Print Name: Steven W. Blaine  
Title: Attorney-in-Fact