

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Assignment of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		07/31/2008	a national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	HF Enterprises, Inc.
Street Address:	One Fashion Way
City:	Baldwyn
State/Country:	MISSISSIPPI
Postal Code:	38824
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2090281	AMERICA'S FABRIC STORE
Registration Number:	2161840	HANCOCK FABRICS
Registration Number:	2615823	LAUREN HANCOCK COLLECTION
Registration Number:	1971704	SEW PERFECT
Registration Number:	1971703	SEW PERFECT
Registration Number:	1970555	THE FABRIC CARD
Registration Number:	3157181	ABSOLUTELY COTTON

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8132
 Email: linda.salera@bingham.com
 Correspondent Name: Linda A. Salera
 Address Line 1: 1 Federal Street

OP \$190.00 2090281

Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/LASalera/
Date:	08/04/2008

Total Attachments: 3
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RELEASE AND ASSIGNMENT OF TRADEMARKS

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wachovia Bank, National Association ("Wachovia") hereby releases, discharges and disclaims any lien, security interest or collateral assignment in its favor created under that certain Trademark Collateral Assignment And Security Agreement dated as of June 29, 2005 between HF Enterprises, Inc., a Delaware corporation, and Wachovia Bank, National Association, a national banking association (as in effect as of the date hereof, the "Trademark Agreement"), which Trademark Agreement was recorded on July 5, 2005 with the United States Patent and Trademark Office at Reel/Frame 003117/0082, or otherwise, which burdens the following (collectively the "Property"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) the goodwill of HF Enterprises, Inc.'s business connected with and symbolized by the Property; and

(c) all proceeds of the foregoing

Further, Wachovia hereby grants, conveys, transfers and assigns to HF Enterprises, Inc. all of its right, title and interest, if any, in and to the Property.

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IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the 31 day of July, 2008.

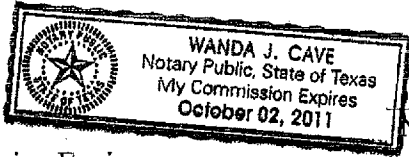
Wachovia Bank, National Association

By: [Signature]
Title: Director

STATE OF TEXAS
COUNTY OF DALLAS

Before me, WANDA CAVE, a Notary Public in and for the State and County aforesaid, personally appeared Joe Curdy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Director of Wachovia Bank, National Association, the within named bargainer, a national banking association, and that he as such Director, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself as such Director.

WITNESS my hand and seal at office, on this the 31 day of July, 2008



[Signature]
Notary Public

My Commission Expires:
OCTOBER 2, 2011

EXHIBIT A

<u>Trademark Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration/ Cancellation Date</u>
HF Enterprises, Inc.	America's Fabric Store	2,090,281	08/19/97	08/19/17
HF Enterprises, Inc.	Hancock Fabrics	2,161,840	06/02/98	06/02/18
HF Enterprises, Inc.	Lauren Hancock Collection	2,615,823	09/03/02	09/03/08
HF Enterprises, Inc.	Sew Perfect (tools)	1,971,704	04/30/96	04/30/16
HF Enterprises, Inc.	Sew Perfect (bobbins, needles, etc.)	1,971,703	04/30/96	04/30/16
HF Enterprises, Inc.	The Fabric Card	1,970,555	04/23/96	04/23/16
Hancock Fabrics, Inc.	Buy Retail, Add Detail	3,270,559	07/24/07	07/24/13
HF Enterprises, Inc.	Absolutely Cotton	3,157,181	10/17/06	10/17/12
HF Enterprises, Inc.	Hancock Fabrics - Canada	TMA594,330	11/07/03	11/07/18

<u>Trademark Applicant</u>	<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Hancock Fabrics, Inc.	Wishes & Dreams	77/251,959	08/10/07

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