

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interbake Foods, LLC		08/05/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Family Dollar Stores of Michigan, Inc.		
Street Address:	Old Monroe Road		
City:	Matthews		
State/Country:	NORTH CAROLINA		
Postal Code:	28105		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3415142	HEAVENLY REWARDS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3110		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7410		
Email:	doCKET@klGates.com		
Correspondent Name:	Susan S. Jackson		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	1230.568		
NAME OF SUBMITTER:	Susan S. Jackson		
Signature:	/Susan S. Jackson/		

OP \$40.00 3415142

Date:

08/11/2008

Total Attachments: 2

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

TRADEMARK ASSIGNMENT

WHEREAS, Interbake Foods, LLC, a Delaware limited liability company having a place of business at 2821 Emerywood Parkway, Richmond, Virginia 23294 (“Assignor”), is the sole and exclusive owner of all rights, title and interests in, to and under United States Trademark Registration No. 3,415,142 and the mark HEAVENLY REWARDS;

WHEREAS, Family Dollar Stores of Michigan, Inc., a Michigan corporation, having a place of business at Old Monroe Road, Matthews, North Carolina 28105 (“Assignee”), is desirous of acquiring all rights, title and interests in, to and under United States Trademark Registration No. 3,415,142 and the mark HEAVENLY REWARDS.

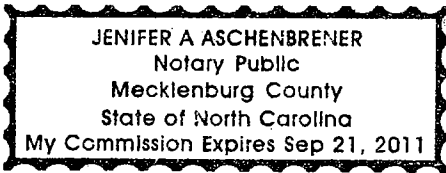
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby sell, assign, transfer, convey and set over to Assignee, effective as of this 5th day of Aug, 2008, all rights, title and interests in, to and under the aforesaid mark throughout the world and said United States registration therefore, together with the whole of the goodwill of the business pertaining thereto and symbolized thereby, to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and to the end of the term or terms of the aforesaid registration, including renewals and extensions thereof, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringement of said mark, with the right to sue for, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor warrants, represents and covenants that it has full right to convey the entire interests herein assigned and that it has not executed, and will not execute, any other assignments, conveyances or agreements inconsistent herewith.

Assignor: INTERBAKE FOODS, LLC
Selena T Sanderson
Name: Selena T. Sanderson
Title: Vice-President
Date: 8/5/08

State of North Carolina
County of Mecklenburg

Before me personally appeared Selena T. Sanderson, the above-identified individual who acknowledged that he executed the foregoing assignment in the capacity indicated on behalf of Assignor on the 5 day of Aug, 2008.



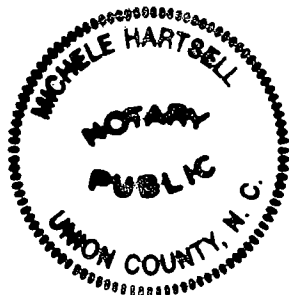
Jenifer A Aschenbrener
Notary Public in and for
State of North Carolina
My Commission Expires: SEPT 21, 2011

Assignee: FAMILY DOLLAR STORES OF MICHIGAN, INC.

Janet Kelley
Name: Janet G. Kelley
Title: SVP, General Counsel + Secretary
Date: 8/6/08

State of North Carolina
County of Union

Before me personally appeared Janet G. Kelley, the above-identified individual who acknowledged that he executed the foregoing assignment in the capacity indicated on behalf of Assignor on the 6 day of August, 2008.



Michele Hartzell
Notary Public in and for
State of North Carolina
My Commission Expires: 2/18/2012