

**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>
Stein Mart, Inc.		09/11/2009	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stein Mart Holding Corp.		
<b>Street Address:</b>	1200 Riverplace Blvd.		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32207		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3557059	ATTITUDES DEFINE YOUR OWN STYLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(904)598-6212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	904-598-6112		
<b>Email:</b>	krowe@sgrlaw.com		
<b>Correspondent Name:</b>	Katharine F. Rowe		
<b>Address Line 1:</b>	50 N. Laura Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32202		
<b>NAME OF SUBMITTER:</b>	Katharine F. Rowe		
<b>Signature:</b>	/Katharine F. Rowe/		
<b>Date:</b>	09/16/2009		
Total Attachments: 2			

OP \$40.00 3557059

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**TRADEMARK  
 REEL: 004062 FRAME: 0106**

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## Assignment of Trademark

This agreement (the "Agreement") effective as of the 11th day of September, 2009, is entered into by and between Stein Mart, Inc., with offices at 1200 Riverplace Blvd., Jacksonville, Florida 32207 ("Assignor") and Stein Mart Holding Corp., with offices 1200 Riverplace Blvd., Jacksonville, Florida 32207 ("Assignee").

Whereas, Assignor has agreed to assign any ownership rights that it has in the mark ATTITUDES DEFINE YOUR OWN STYLE (the "Mark") to Assignee; and

Now therefore, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the date hereof, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby. The rights herein transferred in the Mark include any and all of Assignor's rights in Federal Registration No. 3,557,059 for the Mark, and all of Assignor's rights to sue for infringement of the Mark and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Mark not been made.

2. Quit Claim Status of Assignment. Assignor makes no representations or warranties in connection with its rights in the Mark, it being understood that Assignor is assigning any rights it may have therein "as is" and without warranty of any kind. All warranties and representations are hereby expressly disclaimed.

3. Further Actions. Each of the parties hereto covenants and agrees, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated herein.

4. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

STEIN MART, INC.

By: David H. Stovall, Jr.  
~~Jay Stein~~ David H. Stovall, Jr.  
President

State of FLORIDA            )  
  ) ss.:  
County of DUVAL            )

David H. Stovall, Jr. On this 11<sup>th</sup> day of September, 2009, before me, a notary public, personally appeared ~~Jay Stein~~, who acknowledged that he is the President of Stein Mart, Inc., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the company as such officer.

Witness my hand and official seal.

[SEAL]



Betty J. Maynard  
Notary Public  
My commission expires: 5-23-2013

STEIN MART HOLDING CORP.

By: David H. Stovall, Jr.  
~~Linda M. Farthing~~ David H. Stovall, Jr.  
President

State of FLORIDA            )  
  ) ss.:  
County of DUVAL            )

David H. Stovall, Jr. On this 11<sup>th</sup> day of September, 2009, before me, a notary public, personally appeared ~~Linda M. Farthing~~, who acknowledged that she is the President of Stein Mart Holding Corp., and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the company as such officer.

Witness my hand and official seal.

[SEAL]



Betty J. Maynard  
Notary Public  
My commission expires: 5-23-2013

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