

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CATO CORPORATION		09/13/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cato of Texas, LP		
Composed Of:	COMPOSED OF Cato Southwest, Inc., a Delaware corporation is general partner; CaDel,LLC, a Delaware LLC is limited partner		
Street Address:	8100 Denmark Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3132795	A NEW STATEMENT OF STYLE	
CORRESPONDENCE DATA			
Fax Number:	(704)805-5069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2042		
Email:	jhunter@mcguirewoods.com		
Correspondent Name:	Jayne Conway Hunter		
Address Line 1:	201 North Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4507195.0100 STATEMENT		
NAME OF SUBMITTER:	Jayne Conway Hunter		
Signature:	/Jayne Conway Hunter/		

OP \$40.00 3132795

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**TRADEMARK
 REEL: 004269 FRAME: 0344**

Date:

08/30/2010

Total Attachments: 2

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**ASSIGNMENT CERTIFICATE NO. 1
ISSUED PURSUANT TO
ASSIGNMENT AGREEMENT BY AND BETWEEN
THE CATO CORPORATION
AND
CATO OF TEXAS L.P.**

The Cato Corporation ("Assignor") does hereby assign, transfer and convey to Cato of Texas L.P. ("Assignee"), all of its right, title and interest in and to certain trade names, trademarks and service marks, including without limitation, all common law trade names, trademarks and service marks, all registrations, all applications for registration, all pending registrations, all registration rights, all future registration rights and all goodwill associated therewith, which are more particularly identified on Schedule 1 hereto (collectively, the "Marks"), pursuant to the terms and conditions of that certain Assignment Agreement by and between Assignor and Assignee, which Agreement is hereby ratified.

Pursuant to this Assignment Certificate, Assignor and Assignee certify that the transfer made herein is effective as of the date shown below, and Assignee has accepted and received the Marks as of such date. Reference is made to said Assignment Agreement for additional terms and conditions of the assignment evidenced hereby.

This Assignment Certificate has been executed by Assignor and Assignee to be effective as of September 13, 2005.

**ASSIGNOR:
THE CATO CORPORATION**

By: Christin J. Reischle
Name: CHRISTIN J. REISCHLE
Title: VP, General Counsel,
Assistant Secretary

**ASSIGNEE:
CATO OF TEXAS L.P.**

By: Cato Southwest, Inc.
General Partner

By: Stuart L. Uselton
Name: STUART L. USELTON
Title: PRESIDENT

SCHEDULE I
TO
ASSIGNMENT CERTIFICATE NO. 1

The Marks

<u>MARK</u>	<u>REGISTRATION NO.</u>
A NEW STATEMENT OF STYLE	3132795