

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
V.I. Prewett & Son, Inc.		09/27/2011	CORPORATION: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	V.I. Prewett & Son, Inc.		
<b>Street Address:</b>	2808 North Gault Avenue		
<b>City:</b>	Fort Payne		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35967		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>Name:</b>	Belk Stores Services, Inc.		
<b>Street Address:</b>	2801 West Tyvola Road		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1152482	NURSERY RHYME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)723-4301		
<b>Phone:</b>	914-723-4300		
<b>Email:</b>	rduff@lslp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Renee L. Duff		
<b>Address Line 1:</b>	Lackenbach Siegel LLP		

OP \$40.00 1152482

Address Line 2: One Chase Road  
Address Line 4: Scarsdale, NEW YORK 10583

ATTORNEY DOCKET NUMBER:	#13628
NAME OF SUBMITTER:	Renee L. Duff
Signature:	/RLD/
Date:	09/27/2011

Total Attachments: 2  
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**ASSIGNMENT**

WHEREAS, **V.I. PREWETT & SON, INC.**, an Alabama Corporation located at 2808 North Gault Avenue, Fort Payne, Alabama 35967 (hereinafter “**ASSIGNOR**”), is the record owner of all right, title and interest in and to the below listed trademark which has been registered at the United States Patent and Trademark Office, particulars of which are as follows:

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
<b>NURSERY RHYME &amp; Design</b>	<b>RN 1,152,482</b>

(hereinafter referred to as the “**Mark**”);

WHEREAS, pursuant to the ASSIGNMENT OF TRADEMARK Agreement between **V.I. PREWETT & SON, INC.** and **BELK STORES SERVICES, INC.** dated October 28, 1980 and recorded at the US Trademark Office on December 15, 1995 at Reel/Frame 1414/0521 and then corrected December 26, 2001 at Reel/Frame 2495/0912, the assignment of trademark rights from **BELK STORES SERVICES, INC.** to **V.I. PREWETT & SON, INC.** was limited to the goods: “**Infants and Toddlers socks and tights**”;

WHEREAS, **V.I. PREWETT & SON, INC.** and **BELK STORES SERVICES, INC.**, a North Carolina Corporation located at 2801 West Tyvola Road, Charlotte, North Carolina 28217, (hereinafter jointly “**ASSIGNEE**”) are desirous of jointly owning an undivided 50% share in the aforesaid **Mark**, together with the goodwill of the business symbolized by the **Mark**;

WHEREAS, by agreement, **V.I. PREWETT & SON, INC.** and **BELK STORES SERVICES, INC.** each jointly own an undivided 50% share of the right, title, and interest in and to the aforesaid **Mark**, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of

recording at the United States Patent and Trademark Office recording title in and to the aforesaid Mark jointly in the names of ASSIGNEE, for the purpose of then dividing the registration to reflect their respective ownership of the Mark for their respective goods, as outlined in their prior agreement;

NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR does hereby sell, assign, and transfer unto V.I. PREWETT & SON, INC. and BELK STORES SERVICES, INC. each an undivided 50% share of all rights, title and interest in and to said Mark, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Mark, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Mark and the applications and registrations thereof.

ASSIGNOR REPRESENTS AND WARRANTS that it has the full right, power and authority to make this assignment, and that it has not granted and will not grant any assignment or other encumbrance of the Mark to any third party.

V.I. PREWETT & SON, INC.

BY: Charles E. Cole

NAME: Charles E. Cole

TITLE: President

DATE: 9/27/2011