

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
RT Sourcing USA, Inc.		03/01/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Dollar General Corporation		
Street Address:	100 Mission Ridge		
City:	Goodlettsville		
State/Country:	TENNESSEE		
Postal Code:	37072		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78962642	BELLE	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6588		
Email:	trademarks@troutmansanders.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael D. Hobbs, Jr., Esq.		
Address Line 1:	Troutman Sanders LLP		
Address Line 2:	600 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	20566.000019		
NAME OF SUBMITTER:	Michael D. Hobbs, Jr., Esq.		
Signature:	/mdh/		
Date:	12/05/2011		
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif			

OP \$40.00 78962642

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement is made and entered into by and between RT Sourcing USA, Inc., a Texas corporation, having an address of 4275 Kellway Circle, Suite 132, Addison, Texas 75001 ("RT Sourcing") and Dollar General Corporation, a Tennessee corporation having an address of 100 Mission Ridge, Goodlettsville, Tennessee 37072 ("Dollar General").

WITNESSETH:

WHEREAS, Dollar General retained RT Sourcing as an independent contractor to help Dollar General to develop and manufacture product lines bearing the BELLE™ trademark and derivatives and formatives thereof (the "Mark"), including (without limitation) eyelash curlers, nail files, nail clippers, nail brushes, nail scissors, cuticle nippers, nail buffers, manicure sets, pedicure sets, electric and non-electric foam hair rollers, handheld mirrors, hairbrushes and combs, headbands, headwraps, ponytail holders, barrettes, hair clips, claw clips, bobby pins and similar and related products (the "Products");

WHEREAS, RT Sourcing desires to transfer to Dollar General, and Dollar General desires to accept, ownership of certain intellectual property, including the Mark, used in connection with the Products;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RT Sourcing hereby sells, assigns, transfers and conveys to Dollar General the entire right, title, interest in and to the Mark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Mark (including, without limitation, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), the same to be held and enjoyed by Dollar General as fully and entirely as said interest could have been held and enjoyed by RT Sourcing had this sale, assignment, transfer and conveyance not been made.

RT Sourcing authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration of Serial No. 78/962,642 to Dollar General as assignee of RT Sourcing's entire right, title and interest therein. RT Sourcing agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Dollar General's ownership of the Mark.


To the extent that the Mark includes material subject to copyright, RT Sourcing agrees that the Mark was created for Dollar General and was done as a "work for hire" as that term is defined under U.S. copyright law, and that as a result, Dollar General owns all copyrights in connection with the Mark. To the extent that the Mark does not qualify as a "work for hire" under applicable law, and to the extent that the ark contains material subject to copyright, patent or other proprietary right

protection, RT Sourcing hereby assigns to Dollar General, its successors and assigns or other legal representatives, without necessity of any additional consideration to that recited herein, all rights, title and interest and ownership in and to the Mark, together with all copyrights, any and all copyright registrations, applications, and the right to secure registration, renewals, reissues, and extensions of copyrights therefor, in the United States and in any foreign country, and the right to recover damages for past act of infringement of the Mark, which interests and rights shall be held to the full end of the term for which such copyrights or any renewal, reissue or extension thereof is or may be granted.

RT Sourcing represents and warrants that it is not aware of any allegations or claims made by any third party that the Mark infringes such third party's intellectual property rights. RT Sourcing further represents and warrants that the creation of the Mark is original work and that no employee or agent of RT Sourcing, any entity controlled by RT Sourcing, or any third party has any interest in, right or claim to the copyrights therein. RT Sourcing hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to the copyright in the Mark, and any registrations or applications therefor, issue and deliver to Dollar General, its attorneys, agents, successors, or assigns.

IN WITNESS WHEREOF, the parties have executed this instrument effective this ____ day of March, 2009.

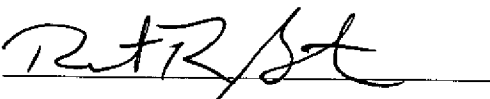
RT SOURCING USA, INC.

By: 

Its: Vice President

ACCEPTED:

DOLLAR GENERAL CORPORATION

By: 

Its: Vice President