

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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Pubco Corporation</td> <td></td> <td>02/01/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Pubco Corporation		02/01/2012	CORPORATION: DELAWARE																
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PROPERTY NUMBERS Total: 2																											
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CORRESPONDENCE DATA																											
Fax Number: (404)962-6588 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Email: trademarks@troutmansanders.com Correspondent Name: Michael D. Hobbs Address Line 1: 600 Peachtree Street NE, Suite 5200 Address Line 4: Atlanta, GEORGIA 30306-2216																											
ATTORNEY DOCKET NUMBER:	020566.000019																										
NAME OF SUBMITTER:	Michael D. Hobbs																										
Signature:	/Michael D. Hobbs/																										
Date:	04/02/2012																										
Total Attachments: 3 source=Trademark Assignment Agreement BOBBIE BROOKS#page1.tif source=Trademark Assignment Agreement BOBBIE BROOKS#page2.tif source=Trademark Assignment Agreement BOBBIE BROOKS#page3.tif																											

OP \$65.00 0571337

Trademark Assignment

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of February 1, 2012, is by and among PUBCO CORPORATION and THE KLINE COMPANIES, INC. (collectively and jointly and severally, "Assignor"), and DOLLAR GENERAL CORPORATION ("Assignee").

RECITALS:

WHEREAS, the parties and/or predecessors-in-interest entered into an Option Agreement dated January 5, 2005, pursuant to which Assignor granted to Assignee the option to purchase all right, title, and interest in and to the trademarks, service marks, trade names, trademark registrations and applications (including intent-to-use applications) set forth on Schedule 1 attached hereto (collectively, the "Marks") and all goodwill symbolized by and associated with the business conducted under such Marks; and

WHEREAS, Assignee has exercised the option granted pursuant to such Option Agreement.

NOW, THEREFORE, by this document, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, and its successors and assigns, its entire right, title and interest in and to: (i) the Marks; (ii) any and all goodwill symbolized by and associated with the business conducted under the Marks; (iii) all registrations and applications (including intent-to-use applications) for the Marks; (iv) all income, royalties, damages and payments in respect of the Marks (from and after the date hereof); and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Marks (arising from and after the date hereof).

Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns deem reasonably necessary to secure for Assignee or its successors or assigns, or to evidence the rights, hereby transferred.

WHEREFORE, Assignor has caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

PUBCO CORPORATION
a Delaware corporation

By: Steph Kline VP/SGC

THE KLINE COMPANIES, INC.
a Delaware company

By: Steph Kline VP/SGC

DOLLAR GENERAL CORPORATION
By: _____

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PUBCO CORPORATION
a Delaware corporation

By: _____

THE KLINE COMPANIES, INC.
a Delaware company

By: _____

DOLLAR GENERAL CORPORATION
By: _____

Schedule 1
Marks

Mark	Country	Reg. No.
BOBBIE BROOKS	Canada	171,730
BOBBIE BROOKS	Puerto Rico	15,159
BOBBIE BROOKS	United States	690,595
BOBBIE BROOKS	United States	571,337
BOBBIE BROOKS	Jamaica	B12,279
BOBBIE BROOKS	Korea	198,763
BOBBIE BROOKS	Mexico	478,949
BOBBIE BROOKS	Switzerland	306,100
BOBBIE BROOKS	United Kingdom	B900,562
BOBBIE BROOKS	Italy	381,014
BOBBIE BROOKS	Lichtenstein	2353
BOBBIE BROOKS	Venezuela	57,517