

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/26/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stowe-Pharr Mills, Inc.		03/09/2005	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Pharr Yarns, LLC
Street Address:	100 Main Street
City:	McAdenville
State/Country:	NORTH CAROLINA
Postal Code:	28101
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1758828	CHRISTMAS TOWN U.S.A.

CORRESPONDENCE DATA

Fax Number: 7044441111
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 704-444-1000
 Email: elaine.hunt@alston.com
 Correspondent Name: Martha Gayle Barber
 Address Line 1: Alston & Bird LLP
 Address Line 2: 101 South Tryon Street, Suite 4000
 Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
Signature:	/Elaine B. Hunt/

Date:

10/24/2012

Total Attachments: 4

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**ARTICLES OF MERGER & SHARE EXCHANGE
STOWE-PHARR MILLS, INC. INTO PHARR YARNS, L
BELMONT LAND, INC. (f/k/a BELMONT LAND AND INVESTMENT COMPANY) INTO
BELMONT LAND AND INVESTMENT COMPANY, LLC
IN EXCHANGE FOR SHARES OF WELLINGTON HOLDING, LTD.**

Pursuant to North Carolina General Statute Sections 55-11-05, 55-11-10(d), 55A-11-09(d) and 57C-9A-22, as applicable, the undersigned surviving entities do hereby submit the following Articles of Merger and Share Exchange as the surviving business entities in a merger and share exchange.

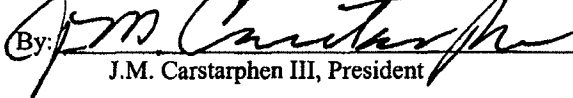
1. The name of the surviving entities are Pharr Yarns, LLC, a limited liability company organized under the laws of North Carolina, and Belmont Land and Investment Company, LLC, a limited liability company organized under the laws of North Carolina.
2. The name of the merged entities are Stowe-Pharr Mills, Inc., a corporation organized under the laws of North Carolina (which is merging into Pharr Yarns, LLC pursuant to the Plan of Merger attached hereto as Exhibit A), and Belmont Land, Inc., a corporation organized under the laws of North Carolina (which is merging into Belmont Land and Investment Company, LLC pursuant to the Plan of Merger attached hereto as Exhibit B).
3. The name of the acquiring corporation in the share exchange is Wellington Holding, Ltd., a corporation organized under the laws of North Carolina; the name of the corporations whose shares were acquired are Stowe-Pharr Mills, Inc., a corporation organized under the laws of North Carolina (whose shares are being exchanged for shares in Wellington Holding, Ltd. pursuant to the Plan of Share Exchange attached hereto as Exhibit C), and Belmont Land, Inc., a corporation organized under the laws of North Carolina (whose shares are being exchanged for shares in Wellington Holding, Ltd. pursuant to the Plan of Share Exchange attached hereto as Exhibit C).
4. The address of each surviving entity and the acquiring corporation is:

100 Main Street
McAdenville, North Carolina 28101 Gaston County
5. Attached are copies of each Plan of Merger and the Plan of Share Exchange that were duly approved by each merging business entity or unincorporated entity in the manner required by law.
6. With respect to the surviving entities, the mergers were approved by the unanimous consent of the members of each surviving limited liability company.
7. With respect to the merged entities, shareholder approval was required for the mergers, and the plans of merger were approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
8. With respect to the acquiring corporation in the share exchange, shareholder approval was required for the share exchange, and the plan of share exchange was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
9. With respect to the corporations whose shares were acquired, shareholder approval was required for the share exchange, and the plan of share exchange was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
10. The mergers are permitted by the North Carolina General Statutes (the law of the state or country governing the organization and internal affairs of each merging business entity).
11. Each business entity that is a party to the merger has complied or shall comply with the North Carolina General Statutes (the laws of the state or country governing its organization and internal affairs).
12. These articles will be effective at 11:59:59 P.M. March 26, 2005.

This the 9th day of March, 2005.

Surviving Corporation Acquiring Shares Pursuant to Share Exchange:

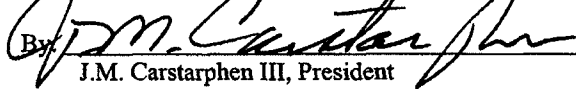
Wellington Holding, Ltd., a North Carolina corporation

By: 
J.M. Carstarphen III, President

Surviving Entity Pursuant to Plan of Merger:

Pharr Yarns, LLC, a North Carolina limited liability company

By: Wellington Holding, Ltd, its sole Member and Manager

By: 
J.M. Carstarphen III, President

Surviving Entity Pursuant to Plan of Merger:

Belmont Land and Investment Company, LLC, a North Carolina limited liability company

By: Wellington Holding, Ltd, its sole Member and Manager

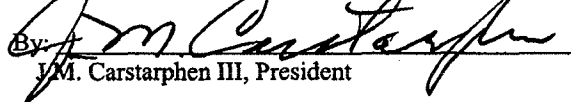
By: 
J.M. Carstarphen III, President

Exhibit A

**Plan of Merger
Stowe-Pharr Mills, Inc. into Pharr Yarns, LLC,
a wholly-owned subsidiary of Wellington Holding, Ltd.**

A. Entity Participating in Merger. The name of the entity which will merge is Stowe-Pharr Mills, Inc., a North Carolina corporation (the "Merging Corporation"), and the name of the entity into which the Merging Corporation will merge is Pharr Yarns, LLC, a North Carolina limited liability company (the "Surviving Entity"). The Surviving Entity is a wholly-owned subsidiary of Wellington Holding, Ltd., a North Carolina corporation ("Wellington"). The Merging Corporation and Surviving Entity are hereinafter referred to collectively as the "Constituent Entities."

B. Name of Surviving Entity. After the merger, the Surviving Entity will have the name Pharr Yarns, LLC, a North Carolina limited liability company.

C. Merger.

1. The merger of the Merging Corporation into the Surviving Entity shall be effective pursuant to the terms and conditions of this Plan at 11:59 p.m., March 26, 2005 (the "Effective Time").

2. At the Effective Time and subject to and upon the terms and conditions of this Agreement, the applicable provisions of the North Carolina Business Corporation Act and any other agreement between the Constituent Entities:

(i) The Merging Corporation shall be merged with and into the Surviving Entity, the wholly-owned subsidiary of Wellington; the separate corporate existence of such Merging Entity shall cease; the corporate existence of the Surviving Entity shall continue as a limited liability company established under the laws of the state of North Carolina; and the corporate existence of the Wellington shall continue as a corporation established under the laws of the state of North Carolina; and

(ii) All liabilities and assets of every nature of the Merging Corporation shall become those of the Surviving Entity by operation of law.

3. Until the Effective Time of the merger, each Constituent Entity shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other Constituent Entity.

4. From and after the Effective Time, the separate existence of the Merging Corporation shall cease, and the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Entities; and all property real, personal and mixed, and all debts due on whatever

account, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of each of the Constituent Entities; and any claim existing or action or proceeding, civil or criminal, pending by or against any of the Constituent Entities may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in their place; and any judgment entered against any of the Constituent Entities may be enforced against the Surviving Entity. Neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by reason of the Merger.

D. Conversion and Exchange of Shares. At the Effective Time, the outstanding shares of the Merging Corporation will be converted and exchanged pursuant to the Plan of Share Exchange attached hereto as Exhibit C.

E. Directors. The Board of Directors of Wellington as of the Effective Time shall consist of the following three (3) persons, all of whom were selected by the shareholders of the Merging Corporation and the shareholders of Wellington. Such persons shall serve as directors of Wellington from the Effective Time until their respective successors are duly elected and appointed and qualified in the manner provided in the bylaws of Wellington or as otherwise provided by law:

Catherine Ann Pharr Carstarphen
J.M. Carstarphen, III
J. Martin Carstarphen, IV
William J. Pharr Carstarphen
Catherine S.P. Carstarphen

F. Abandonment. After approval of this Agreement by the shareholders of the Merging Corporation and Wellington, and at any time prior to the merger's becoming effective, the Board of Directors of Wellington may, in their discretion, abandon the merger.