

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
H.W. Carter & Sons, Inc.		06/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The William Carter Company
Street Address:	1170 Peachtree Street NE, Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3655086	H.W. CARTER & SONS
Registration Number:	2866201	H.W. CARTER & SONS VINTAGE SINCE 1859
Registration Number:	2750902	CWW
Registration Number:	2088406	C
Registration Number:	2125961	CARTER'S WATCH THE WEAR
Registration Number:	0272354	CARTER'S WATCH THE WEAR
Serial Number:	75836319	CARTER'S WATCH THE WEAR
Serial Number:	75809902	CARTER'S WATCH THE WEAR
Serial Number:	75692319	CARTER'S WATCH THE WEAR
Serial Number:	75692318	CARTER'S WATCH THE WEAR CWW

CORRESPONDENCE DATA

Fax Number: 6172359493
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 3655086

Phone: 617-951-7170
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Emilia F. Cannella
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	WCCO-TIP
NAME OF SUBMITTER:	Emilia F. Cannella
Signature:	/e cannella/
Date:	06/14/2013

Total Attachments: 7
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated June 13, 2013, is made by and between H.W. Carter & Sons, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 112 West 34th Street, 14th Floor, New York, NY 10120 ("Assignor"), and The William Carter Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a place of business at 1170 Peachtree Street NE, Suite 900, Atlanta, GA 30309 (the "Assignee") ("Assignee", together with Assignor, the "Parties", and each individually, a "Party"). Each capitalized term used herein but not otherwise defined in this Assignment shall have the meaning ascribed to it in the Purchase Agreement.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of June 13, 2013 (the "Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell, assign, transfer, convey and deliver, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Purchased Assets, including without limitation the HWC Brand (each as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of the trademark registrations and applications included in the Listed Intellectual Property (as defined in the Purchase Agreement) to be transferred to Assignee under the Purchase Agreement and listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee wishes to acquire, all right, title and interest in and to the Trademarks, pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee: (a) the entire right, title, and interest in all countries throughout the world in and to the Trademarks; (b) all goodwill of any business associated with or symbolized by the Trademarks and that portion of Assignor's business in connection with which it has a bona fide intent to use the Trademarks to the extent such business activities remain associated with the Business following the Closing Date and are not repurposed into Retained Repurposed Assets as such term is defined in the Purchase Agreement; (c) all registrations of the Trademarks, applications for registration of the Trademarks, and extensions thereof; (d) all material records and files related to the Trademarks; (e) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for any and all past, present, or future infringement or dilution of the Trademarks; and (f) the entire right, title, and interest in all convention and treaty rights of all kinds, including all rights of priority of ownership in and to the Trademarks and all rights to prosecute, register, perfect, and defend arising from such priority of ownership, in any country of the world.

2. Further Action. It is the intention of the parties that by this Assignment, the Purchase Agreement, and the completion of the transactions and performance of the obligations contemplated herein and therein, Assignee will become the sole and exclusive owner of the HWC Brand and all variations and versions thereof, and the Assignor will, jointly and severally with any of its Affiliates

holding any right, title or interest in or to the HWC Brand or any variation or version thereof, transfer and relinquish all rights and interests in the HWC Brand to Assignee and cease and desist from any and all use or other exploitation of the HWC Brand or any element or variation thereof (except for expressly permitted wind down activity pursuant to Section 5.01 of the Purchase Agreement). To this end, at the time of the Closing and from time to time after the Closing, at the request of Assignee or Assignee's successors, the Assignor shall, and shall cause its Affiliates at Assignee's expense to (i) promptly execute and deliver to Assignee or Assignee's successors such additional certificates and other instruments of sale, conveyance, assignment and transfer as Assignee reasonably determines are or may be necessary to transfer and vest in Assignee ownership of the Purchased Assets and to allow Assignee to establish and perfect its ownership interest in all territories, jurisdictions, forums and proceedings throughout the world; (ii) promptly take such action, or to refrain from taking such action, as Assignee reasonably determines is necessary to prevent the Assignor or any of its Affiliates from making any use or exploiting in any other manner the HWC Brand or any component or variation thereof; and (iii) at Assignee's expense, assist Assignee in any effort by Assignee to defend and enforce the HWC Brand against any third party.

3. Governing Law; Conflict. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by, and construed in accordance with the laws of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance. To the extent that this Assignment conflicts in any way with the Purchase Agreement, Assignment and Assumption Agreement, or Bill of Sale, the terms of the Purchase Agreement, the Assignment and Assumption Agreement, or Bill of Sale, as applicable, will control.


4. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any applicable Law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or other provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable Law.

5. Counterparts. This Assignment may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer as of the date set forth above.

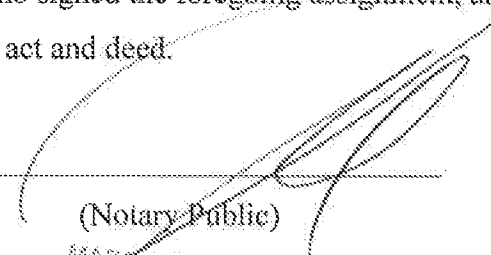
H.W. CARTER & SONS, INC.

By: 
Name: Peter Math
Title: PASTOR

State of New York ss.
County of New York

On this the 22 day of June, 2013 before me personally appeared Peter Math to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.

Seal


(Notary Public)
MARIO J. GURELL
Notary Public, State of New York
No. 02615043300
Qualified in Westchester County
Commission Expires May 12, 2015

THE WILLIAM CARTER COMPANY

By: *Irina Braude*
Name: Irina Braude
Title: Deputy Counsel and Secretary

State of Georgia ss.
County of Fulton

On this the 12th day of June, 2013 before me personally appeared
Irina Braude to me personally known (or proved to me on the
basis of satisfactory evidence) to be the person who signed the foregoing assignment, and
acknowledged the signing of same as his/her free act and deed.

Tamara A. Dowell

(Notary Public)





Seal





TAMARA A DOWELL
NOTARY PUBLIC
HENRY COUNTY, GEORGIA
MY COMMISSION EXPIRES 04/27/2014

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005047 FRAME: 0801

**SCHEDULE A
TRADEMARKS**

Trademark	Country	App. Number	Reg. Number	Owner
CARTER'S WATCH THE WEAR	Brazil	825620961		H.W. Carter & Sons, Inc.
CWW	Brazil	823982912	823982912	H.W. Carter & Sons, Inc.
CWW	Canada	111144800	TMA621929	H.W. Carter & Sons, Inc.
H.W. CARTER & SONS VINTAGE & Design 	China (People's Republic)	1934590	1934590	H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR	China (People's Republic)	1934731	1934731	H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR (Stylized) 	China (People's Republic)	1934732	1934732	H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR (Stylized) 	China (People's Republic)	8555137		H.W. Carter & Sons, Inc.
H.W. CARTER & SONS VINTAGE & Design 	China (People's Republic)	8555580	8555580	H.W. Carter & Sons, Inc.

Trademark	Country	App. Number	Reg. Number	Owner
CARTER'S WATCH & WEAR Stylized & Design 	Italy	MI/2004/627	1080916	H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR	Japan	2001-050633	4554600	H.W. Carter & Sons, Inc.
H.W. CARTER & SONS VINTAGE & Design 	Taiwan	090022356	1011959	H.W. Carter & Sons, Inc.
H.W. CARTER & SONS	United States of America	76654033	3655086	H.W. Carter & Sons, Inc.
H.W. CARTER & SONS VINTAGE SINCE 1859	United States of America	76496063	2866201	H.W. Carter & Sons, Inc.
CWW	United States of America	76181413	2750902	H.W. Carter & Sons, Inc.
CWW LOGO 	United States of America	75091771	2088406	H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR	United States of America	74637147	2125961	H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR Stylized 	United States of America	71296689	272354	H.W. Carter & Sons, Inc.

Trademark	Country	App. Number	Reg. Number	Owner
CARTER'S WATCH THE WEAR	United States of America	75836319		H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR	United States of America	75809902		H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR	United States of America	75692319		H.W. Carter & Sons, Inc.
CARTER'S WATCH THE WEAR CWW	United States of America	75692318		H.W. Carter & Sons, Inc.