

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dollar Express LLC		11/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dollar Express Stores LLC		
<b>Street Address:</b>	7520 E. Independence Blvd.		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28227		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1834110	DOLLAR EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	24422-2-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	11/02/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of November 1, 2015 ("Effective Date") by and between Dollar Express LLC, a limited liability company organized under the laws of the State of Delaware, with an address of 7520 E. Independence Blvd., Suite 100, Charlotte, NC 28227 ("Assignor"), in favor of Dollar Express Stores LLC, a limited liability company organized under the laws of the State of Delaware, with an address of 7520 E. Independence Blvd., Suite 100, Charlotte, NC 28227 ("Assignee").

**WHEREAS**, Assignor is the owner of the trademark registration set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registration, including all rights in the trade name "Dollar Express" (such rights, collectively, the "Trademarks").

**WHEREAS**, Assignor and Assignee are affiliated entities, and in connection with certain restructuring transactions being undertaken within the parties' shared corporate enterprise, Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Trademarks; and

**WHEREAS**, subject to the terms and conditions of this Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the Trademarks.

**NOW, THEREFORE**, for consideration of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with together with (i) all registrations, applications, renewals and extensions thereof, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (iii) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) all tangible embodiments and copies of any of the foregoing and all books and records pertaining to any of the foregoing, in each case any form or medium, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

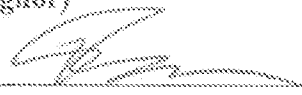
3. All questions concerning the construction, validity and interpretation of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
4. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.
5. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

*{Signatures to follow}*

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

**DOLLAR EXPRESS LLC**

(Assignor)

By:  .....

Name: Peter Morrow .....

Title: President and Chief Executive Officer .....

**DOLLAR EXPRESS STORES LLC**

(Assignee)

By: .....

Name: .....

Title: .....

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

**DOLLAR EXPRESS LLC**

(Assignor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DOLLAR EXPRESS STORES LLC**

(Assignee)

By: B. Clyde Prestar

Name: B. Clyde Prestar

Title: CFO

**Schedule A**  
**Trademarks**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Dollar Express	74/364,472	3/3/1993	1,834,110	5/3/1994