

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
Thomas F. Bell & Company		02/21/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Scout Limited, Inc.		
Street Address:	316 West Edenton St., No. 110		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27603		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044536	PARK DESIGNS	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 343-2209		
Email:	john.harris@hmw.com		
Correspondent Name:	John Harris		
Address Line 1:	201 North Tryon Street, 30th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	5003111-121		
NAME OF SUBMITTER:	H. Dabney Smith		
Signature:	/H. Dabney Smith/		
Date:	02/23/2006		

CH \$40.00 3044536

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Thomas F. Bell & Company

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: North Carolina
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 21, 2006

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Scout Limited, Inc.

Internal Address: _____
Address: _____

Street Address: 316 West Edenton St, #110

City: Raleigh

State: NC

Country: United States Zip: 27603

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship North Carolina
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,044,536

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Harris

Internal Address: Helms Mulliss & Wicker,
PLLC

Street Address: 201 North Tryon Street
30th Floor

City: Charlotte

State: NC Zip: 28202

Phone Number: (704) 343-2209

Fax Number: (704) 444-8875

Email Address: john.harris@hmw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

H. Dabney Smith
Signature

02/21/2006

Date

H. Dabney Smith
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This **ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS** (the "Assignment of Servicemarks and Trademarks") is made and entered into as of February 21, 2006, by and between **THOMAS F. BELL & COMPANY d/b/a PARK DESIGNS**, a North Carolina corporation ("Assignor"), and **SCOUT LIMITED, INC.**, a North Carolina corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 21, 2006 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance with the foregoing recitals, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks");

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment of Servicemarks and Trademarks as of the date first above written.

THOMAS F. BELL & COMPANY

By: *Thomas F. Bell*
Name: Thomas F. Bell
Title: President

SCOUT LIMITED, INC.

By: *H. Dabney Smith*
Name: H. Dabney Smith
Title: President

Schedule A

Marks

THOMAS F. BELL & COMPANY d/b/a PARK DESIGNS - TRADEMARKS		
MARK	STATUS	REGISTRATION NO.
Park Designs	Registered - 1/17/06	3,044,536