

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Recordation Form Cover Sheet previously recorded on Reel 003357 Frame 0747. Assignor(s) hereby confirms the correction of "assignment" to "security agreement" and "Spencer's Inc." to "Spencer's Incorporated of Mount Airy, NC".

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/19/2006	UNINC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	Spencer's Incorporated of Mount Airy, NC
Street Address:	238 Willow Street
City:	Mount Airy
State/Country:	NORTH CAROLINA
Postal Code:	27030
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2137888	WEE BEAR

CORRESPONDENCE DATA

Fax Number: (919)854-2084
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-854-1844
 Email: jsleeper@coatsandbennett.com
 Correspondent Name: David E. Bennett
 Address Line 1: 1400 Crescent Green
 Address Line 2: Suite 300
 Address Line 4: Cary, NORTH CAROLINA 27518

ATTORNEY DOCKET NUMBER:	885-087
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NAME OF SUBMITTER:	David E. Bennett
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Signature:	/DEB/
Date:	03/08/2007
Total Attachments: 4 source=Bear#page1.tif source=Bear#page2.tif source=Bear#page3.tif source=Bear#page4.tif	

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SPENCERS #1

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exc. 8/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

BANK OF AMERICA, N.A.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 5/19/06

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Spencers INC.

Internal Address: _____

Street Address: P.O. Box 988 238 Willow Street

City: Mt. Airy

State: NC

Country: USA Zip: 27030

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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)

Attached

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

Attached

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

Name: Debbie Jones

Internal Address: _____

Street Address: P.O. Box 988

City: Mt. Airy

State: NC Zip: 27030

Phone Number: 336-789-9111 x272

Fax Number: 336-789-9503

Email Address: djones@spencers.com

6. Total number of applications and registrations involved:

8

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

\$ 215.00

- 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: Heleen Rowe

Signature

7/27/06

Date

Heleen Rowe
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be filed to (571) 273-0140, or mailed to: Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

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TRADEMARK
REEL: 003357 FRAME: 0747

TRADEMARK
REEL: 003495 FRAME: 0807

0 P 5215 00 1686530

Trademark	Registration Number	Registration Date
Zip Leg	1886530	5/12/1992
Spencer's	0629689	5/28/1960
Spencer's	1657461	9/17/1991
(DESIGN ONLY)	1173365	10/31/1981
Cross Fire	1897058	5/30/1995
Spencer's Plus Design	1896285	6/30/1995
Wee Bear	2137888	2/17/1999
Teddy Bear Design	2084161	7/29/1997

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SPENCERS #1

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of May 17th-2006, by BANK OF AMERICA, N.A. (successor to BANKBOSTON, N.A.) ("Assignor"), in favor of SPENCER'S INCORPORATED OF MOUNT AIRY, N.C. ("Assignee").

RECITALS

1. Pursuant to a Loan and Security Agreement between the parties, dated as of April 28, 1998, as amended ("Loan Agreement"), Assignee granted to the Assignor a security interest in and collateral assignment of the trademarks described on Schedule A to this Assignment (collectively, "Trademarks").
2. Pursuant to the Assignment for Security (Trademarks), made by the Assignee in favor of Assignor, recorded with the United States Patent and Trademark Office on June 17, 1998, at Reel 1742, Frame 0993 ("Trademark Assignment"), Assignee assigned its interest in the Trademarks to Assignor, as collateral security for Assignee's obligations relating to the Loan Agreement.
3. Assignee has fulfilled all of its obligations under the Loan Agreement and Assignor is assigning its interest in the Trademarks back to Assignee, to extinguish Assignor's security interest in the Trademarks.

AGREEMENT

NOW THEREFORE, for valuable consideration hereby acknowledged, Assignor agrees as follows:

SECTION 1. ABSOLUTE ASSIGNMENT. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, and all rights and interests relating thereto. Assignor releases the Trademark Assignment, and releases its security interest in and lien on, and Assignee's collateral assignment of, the Trademarks and all "Trademark Collateral" described in the Trademark Assignment.

SECTION 2. MISCELLANEOUS. This Assignment shall be binding on and inure to the benefit of the parties, and their successors and assigns. Assignor agrees, at Assignee's expense, to execute and deliver such other documents and to do such other acts as Assignee may reasonably request to carry out the intent of this Assignment. This Assignment will be governed by the laws of the State of Georgia, without regard to conflict-of-laws principles.

IN WITNESS WHEREOF, this Trademark Assignment is duly executed as of the date set forth above.

BANK OF AMERICA, N.A.
(SUCCESSOR TO BANKBOSTON, N.A.)

By: 

Title: SVP

TRADEMARK
REEL: 003357 FRAME: 0749
TRADEMARK
REEL: 003495 FRAME: 0809

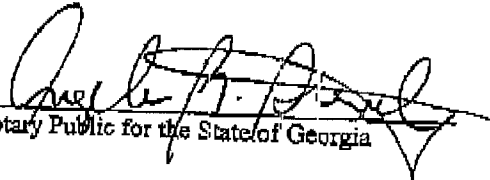
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SPENCERS #1

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State of Georgia)
)
County of Cobb) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Robert B. H. Moore, the Senior Vice President of Bank of America, N.A., a national banking association, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said association.


Notary Public for the State of Georgia

[SEAL]

Notary Public, Paulding County, Georgia
My Commission Expires June 6, 2003