ASSIGNMENT AND ASSUMPTION OF LEASE

Know All Gen By These Presents, that

W. T. GRANT COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter called the "ASSIGNOR"),

Pursuant to resolutions adopted by its Board of Directors and by its sole stockholder, authorizing the complete liquidation of the Assignor, has and by these presents does assign, transfer and set over unto

W. T. GRANT COMPANY, a corporation organized and existing under the laws of the State of Delaware, duly qualified and licensed to do business in the State of South Carolina, and now having a business office at No. 1441 Broadway, Borough of Manhattan, City and State of New York (hereinafter called the "ASSIGNEE"),

THAT certain Indenture of Lease dated the day of January, 19 41, by and between Paul Browning, as Lessor, and W. T. Grant Company, a Massachusetts corporation (the Assignor), as Lessee,

covering the premises because by the street and coffee Street, known as Nos. 101-103-105-107 North Main Street and Coffee Street, known as Nos. 101-103-105-107 North Main Street, in the City of Greenville , County of Greenville , State of South Carolina, as in said Indenture of Lease more fully described.

AND ALSO all of the right, title and interest of the Assignor of, in, to and under any agreements amendatory of or supplemental to said Indenture of Lease, including, without limiting the generality of the foregoing, all prepaid rent, security and other deposits and indebtedness due to the Lessee under the said lease,

TOGETHER with all and singular the premises therein mentioned and all of the rights, easements and privileges thereunto appertaining or belonging,

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, to its and their own proper use, benefit and behoof, on and after the 1st day of February, 1941, for and during all the rest, residue and remainder of the term of years mentioned in said Indenture of Lease, as amended and supplemented as aforesaid.

SUBJECT, nevertheless, to the rents, covenants, conditions and provisos therein also mentioned.

IN CONSIDERATION of the foregoing, the Assignee hereby covenants with the Landlord that the Assignee does hereby assume and agree to pay the rental reserved by said Indenture of Lease, as amended and supplemented as aforesaid, and to make all payments and to keep and perform all and singular the covenants and provisions of said Indenture of Lease, as amended and supplemented as aforesaid, on the part of the Lessee therein to be paid, kept and performed with the same force and effect as though the Assignee were