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In pursuance of a Plan of Liquidation of Assignor and the transfer of all of its assets to Assignee, its sole shareholder, Assignor desires formally to assign the Lease to Assignee and Assignee is agreeable thereto, under the terms and conditions hereinafter stipulated.

NOW, THEREFORE, it is mutually agreed as follows:

1. Assignor hereby assigns to Assignee, effective October 15, 1980, all of Assignor's rights and interest in and to the Lease, to have and to hold the same for the remainder of the term thereof, subject to the rental and all the other covenants and conditions therein stipulated.

2. Assignee hereby (i) accepts the foregoing Assignment, and (ii) assumes and agrees to perform during the remainder of the term of the Lease all the obligations on the part of Lessee arising on and after October 15, 1980.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective corporate seals to be affixed hereto as of the day and year first above written.

Witnesses:

Benny C. Cheff
Edward J. Flynn
As to C. G. Conn, Ltd.

C. G. CONN, LTD.

BY [Signature]
Treasurer

Edward J. Flynn
Benny C. Cheff
As to Macmillan, Inc.

MACMILLAN, INC.

BY Walter M. U.
Vice President

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