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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patent

100833670

1 original documents or copy thereof.

1. Name of conveying party(ies):

The Caldor Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Correction to Recordation Notice

Reel/Frame 1742/0131 recorded 6/5/98

Execution Date:

2. Name and address of receiving party(ies)

Name: BankBoston Retail Finance, Inc., as Collateral Agent

Internal Address:

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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

Name: Rosalind Rodburg

Internal Address:

09/17/1998 DNGUYEN 00000255 7436668

01 FC:481 40.00 OP, 02 FC:482 1325.00 OP

Street Address: Latham & Watkins

885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved:

54

7. Total fee (37 CFR 3.41).....\$ 1,365.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rosalind Rodburg Name of Person Signing

Rosalind Rodburg Signature

9/15/98 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1789 FRAME: 0525

**SCHEDULE A****TRADEMARKS****THE CALDOR CORPORATION**

Mark	Registration No.	Application No.	Reg. Date	File Date
FLYING COLORS	1,077,946	73/107696	11/22/77	11/24/76
TRAILSEND	1,477,862	73/673598	2/23/88	7/21/87
GENERATION 2000	1,619,989	73/734605	10/30/90	6/16/88
LAUNCHERS	1,524,645	73/734607	2/14/89	6/16/88
CRADLES	1,542,670	73/759168	6/6/89	10/24/88
HARBOUR CLASSICS	1,544,563	73/759169	6/20/89	10/23/88
10TH GEAR	1,543,664	73/759170	6/13/89	10/24/88
JASON DANIELS	1,556,923	73/759171	9/19/89	10/24/88
SARAH MORGAN	1,859,182	74/182351	10/18/94	7/5/91
SARAH MORGAN	1,843,650	74/188306	7/5/94	7/25/91
SARAH MORGAN	1,832,131	74/188307	4/19/94	7/25/91
ANIMATIONS	1,751,945	74/188308	2/9/93	7/25/91
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JASON DANIELS	1,725,828	74/193290	10/20/92	8/9/91
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CALDOR AND DESIGN	1,707,529	74/215599	8/11/92	10/25/91
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HOLIDAY HOLLY	1,748,658	74/280054	1/26/93	6/1/92
POTTER & SMITH	1,857,124	74/293829	10/4/94	7/13/92
OLD WORLD	00000000	74/303864		8/12/92
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SARAH MORGAN	1,797,923	74/351978	10/12/93	1/25/93
COUNTRY SERIES	00000000	74/366680		3/10/93
SARAH MORGAN	1,814,862	74/377783	1/4/94	4/12/93
MASTER CUISINE	1,814,735	74/380397	1/4/94	4/19/93
MASTER CUISINE	1,815,944	74/380398	1/11/94	4/19/93
TRAIL'S END	1,869,684	74/411423	12/27/94	7/12/93
BRING HOME THE DIFFERENCE	1,868,745	74/459626	12/20/94	11/18/93
SHARE THE JOY	1,871,706	74/465542	1/3/95	12/6/93
FRESNO	2,006,569	74/492867	10/8/96	2/22/94
CHRISTIE B.	2,006,569	74/492867	10/8/96	2/22/94
LAURA TYLER	1,882,088	74/494378	3/7/95	2/25/94
FLYING COLORS	1,885,056	74/496334	3/21/95	2/25/94
POTTER & SMITH	1,898,960	74/531351	6/13/95	5/31/94
MASTER CUISINE	2,086,260	74/639992	8/5/97	2/24/95

CAFE COURT	2,102,808	75/087937	10/7/97	4/15/96
MISCELLANEOUS DESIGN	00000000	75/183341		10/18/96
MODERN EDGE	00000000	75/290420		5/12/97
STEP TECH	00000000	75/369825		10/8/97
CALLE & THE BEAN	00000000	75/369981		10/8/97
MODERN EDGE	00000000	75/381856		10/30/97
ACCENT SAISON	00000000	75/381857		10/30/97
LIFE'S LUXURIES	00000000	75/383892		11/3/97
CHECKOUT THE CHANGE	00000000	75/385303		11/3/97
THE JINGLE YOU HEAR WILL BE SAVINGS	00000000	75/405049		12/15/97
GAS GRILL & GARDEN	00000000	75/414571		1/6/98

CALDOR (TM) Application in process Docket No.: CALD0110/016075

# TRADEMARKS

**Caldor, Inc.**

<u>Mark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>File Date</u>	<u>Reg. Date</u>
Teen Time	1529806	73/734608		
Old World	000000	74/124406	12/17/90	00000
Calais	000000	74/124407	12/17/90	00000
The Regency Collection	000000	74/316115	9/21/92	00000

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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The Caldor Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

Execution Date: May 15, 1998

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Street Address: Latham & Watkins

885 Third Avenue

City: New York State: NY ZIP: 10022

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Rosalind Rodburg

Name of Person Signing

Signature of Rosalind Rodburg

Signature

Date: 6/13/98

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1789 FRAME: 0529

RECEIVED JUNE 15 1998

U.S. Patent & TMO/TM Mail Receipt Dt. #61 06-05-1998

06/18/98 107746 0000031 107746

**SECURITY AGREEMENT AND MORTGAGE - TRADEMARKS**

Agreement made as of this 15<sup>th</sup> day of May, 1998, between THE CALDOR CORPORATION, a Delaware corporation having a principal business address at 20 Glover Street, Norwalk, Connecticut, 06856 (the "Company"), and BANKBOSTON RETAIL FINANCE, INC. as collateral agent (in such capacity, the "Collateral Agent") and as managing agent for BankBoston, N.A., individually and as Administrative Agent and Issuing Bank (each as defined in the Credit Agreement referred to below) and the other financial institutions (collectively, the "Lenders") party to the Credit Agreement.

**RECITALS**

A. The Company has adopted and is the owner of the trademarks and service marks described in Schedule A annexed hereto and made a part hereof;

B. As a condition to the Lenders making the loans or advances to the Company pursuant to the Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement") among the Company and the Lenders, among others, the Lenders have required the execution and delivery hereof by the Company;

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the loans and advances to be made under the Credit Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, and as collateral security for the full and prompt payment and performance of all Obligations (as defined below), the Company does hereby mortgage and pledge to the Collateral Agent, for its benefit and the benefit of the other Agents, the Issuing Bank and the Lenders, and grant the Collateral Agent, for its benefit and the benefit of the other Agents, the Issuing Bank and the Lenders, a security interest in, all of its right, title and interest in and to each of the Trademarks (as defined below) described in Schedule A (collectively, the "Collateral").

1. Definitions: Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings set forth in the Credit Agreement. As used in this Agreement, unless the context otherwise requires "Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registration and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by the Company, including, but not limited to, those described in Schedule A annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Representations and Covenants: The Company hereby represents, warrants, covenants and agrees as follows:

(a) The Company has the sole, full and clear title to the Trademarks in the United States for the goods and services covered by the registration thereof and such registrations are valid and subsisting and in full force and effect, except as could not reasonably be expected to have a material adverse effect on the value of the Collateral, taken as a whole, or on the financial condition, operations, business, properties or assets of the Borrower and the Guarantors, taken as a whole.

(b) The Company will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, requested by the Collateral Agent at any time to evidence, perfect, maintain, record and enforce the Lenders' interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and the Company hereby authorizes the Collateral Agent to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Collateral Agent.

(c) The Company has the right and power to make the assignment and to grant the security interest herein granted; and the Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, the assignments, security interests or encumbrances of any nature whatsoever, except in favor of the Collateral Agent, and to the best knowledge of the Company none of the Collateral is subject to any claim.

(d) Except to the extent that the Collateral Agent, upon prior written notice from the Company, shall consent in writing, the Company will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Collateral Agent to any such action except as expressly permitted herein.

3. Events of Default and Remedies: Upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement), the Collateral Agent and the Lenders shall have the rights set forth in the Credit Agreement and the Security Agreement, also dated as of the date hereof, with respect to all collateral pledged by the Company (the "General Security Agreement").

4. Miscellaneous:

(a) No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged.

(b) In the event that any provision hereof shall be deemed to be invalid by any Court, such invalidity shall not affect the remainder of this Agreement.

(c) Any failure or delay by the Collateral Agent or the Lenders to require strict performance by the Company of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect the Collateral Agent's or the Lenders' right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Agents, the Issuing Bank, the Lenders, or any of their respective agents, officers, or employees, but only by an instrument in writing, signed by an officer of the Collateral Agent and directed to the Company, specifying such waiver.

(d) In the event of any conflict between the terms of this Agreement and the terms of either the Credit Agreement or the General Security Agreement, the terms of the Credit Agreement or the General Security Agreement, as the case may be, shall govern.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York and by Federal law (including, without limitation, the Bankruptcy Code) to the extent the same has preempted the law of the State of New York or such other jurisdiction.

[SIGNATURE PAGE FOLLOWS]



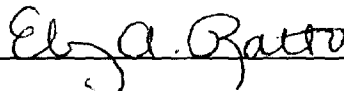
IN WITNESS WHEREOF, the Company and the Collateral Agent have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

THE CALDOR CORPORATION

BY:  <sup>DJA</sup><sub>B51</sub>

TITLE: Executive Vice President -  
Chief Financial Officer


BANKBOSTON RETAIL FINANCE, INC.,  
as Collateral Agent

BY: 

TITLE: Vice President

STATE OF CONNECTICUT )  
 ) ss.:  
COUNTY OF FAIRFIELD )

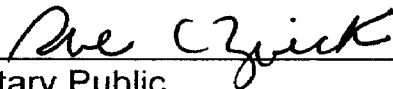
On the 13th day of May in the year 1998, before me personally came John G. Reen to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same.

  
\_\_\_\_\_  
Notary Public

*My commission expires March 31, 2003*

STATE OF NEW YORK            )  
                                          ) ss.:  
COUNTY OF NEW YORK        )

On the 15th day of May in the year 1998, before me personally came Elizabeth A. Ratto to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same.

  
\_\_\_\_\_  
Notary Public

**SUE C. ZWICK**  
**Notary Public, State of New York**  
**No. 4704776**  
**Qualified in Nassau County**  
**Certificate Filed in New York County**  
**Commission Expires May 31, 1999**

**SCHEDULE A****TRADEMARKS****THE CALDOR CORPORATION**

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CHECKOUT THE CHANGE	00000000	75/385303		11/3/97
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GAS GRILL & GARDEN	00000000	75/414571		1/6/98

CALDOR (TM) Application in process Docket No.: CALD0110/016075

**SCHEDULE A**

**TRADEMARKS**

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