

MRD

2-1-99

02-03-1999



100956924

FEB 1

UNITED STATES PATENT AND TRADEMARK OFFICE

2.1.99

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Filene's Basement, Inc.
40 Walnut Street
Wellesley, MA 02481

A Massachusetts corporation

2. Name and address of receiving party:

BankBoston, N.A.
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Trademark Security Agreement

Execution date: January 22, 1999

4. Application numbers and registration numbers:

A. Trademark numbers:

See Schedule A attached hereto.

B. Trademark application numbers:

See Schedule A attached hereto.

02/02/1999 DNGUYEN 00000217 1682300

01 FC:481 40.00 OP
02 FC:482 25.00 OP

BUSDOCS:705298.1

TRADEMARK
REEL: 1847 FRAME: 0131

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

Quan B. Nghiem, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

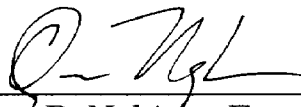
6. Total number of applications and trademarks involved: 2

7. Total fee enclosed: \$65.00

8. Deposit account number: Not applicable

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.



Quan B. Nghiem, Esq.
January 29, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 10

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

**Trademark and Trademark Registrations
Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>United States Registration No.</u>	<u>Date of Registration</u>	<u>Owner</u>
Currier & Branch	1,682,300	3/7/95	Filene's Basement, Inc.

**Pending Applications
United States Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
Aisle 3	75/570,516	10/14/98	Filene's Basement, Inc.

**FIRST SUPPLEMENTAL TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **FIRST SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement") dated as of January 22, 1999 by and between **FILENE'S BASEMENT, INC.**, a Massachusetts corporation with its principal executive offices at 40 Walnut Street, Wellesley, Massachusetts 02481 (the "Assignor") and **BANKBOSTON, N.A.**, a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110, acting not in its individual capacity but solely as collateral agent (the "Agent") for (A) BankBoston Retail Finance Inc. and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Second Amended and Restated Revolving Credit Agreement dated as of January 22, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and among the Assignor, Filene's Basement Corp. (collectively, the "Companies"), the Lenders, BankBoston Retail Finance Inc., as agent for the Lenders (the "Administrative Agent"), the Agent and BancBoston Robertson Stephens Inc., as arranger for the Lenders.

Reference is hereby made to the Security Agreement dated as of May 23, 1996 by and among the Assignor and the Agent (as amended and in effect from time to time, the "Security Agreement").

RECITALS

WHEREAS, the Companies, the Administrative Agent, the Agent and the Lenders have entered into the Credit Agreement, pursuant to which the Lenders have made Loans (as defined in the Credit Agreement) and otherwise extended credit to the Assignor thereof;

WHEREAS, the Assignor and the Agent are party to the Security Agreement, pursuant to which the Assignor have granted to the Agent, for the benefit of the Lenders, the Administrative Agent and the Agent, to secure the payment and performance in full of all of the Obligations (as such term is defined in the Credit Agreement), a security interest in and a pledge and assignment of the Collateral (as defined in the Security Agreement), including, without limitation, the Pledged Trademarks (as defined in the Original Trademark Collateral Assignment described below).

WHEREAS, the Assignor and the Agent are party to a trademark collateral security and pledge Agreement dated as of May 23, 1996, (as amended and in effect from time to time, the "Original Trademark Collateral Agreement"), which was recorded with the United States Patent and Trademark Office (the "PTO") on or about May 29, 1996, pursuant to which the Assignor granted and confirmed the grant of a security interest to the Agent in and lien on all of the Assignor's Pledged Trademarks, as such term is defined in the Original Trademark Collateral Assignment;

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Collateral Assignment, the Assignor has informed the Agent that the Assignor has additional trademarks and trademark applications as set forth on Schedule A hereto (such trademarks and trademark applications being collectively referred to herein as the "Supplemental Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, the Assignor

wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Agent of a security interest in the Supplemental Trademarks, the Trademark Rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Associated Goodwill associated with or related to the Supplemental Trademarks (the "Supplemental Goodwill"), the Trademark License Rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds"), (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Goodwill, Supplemental Trademark License Rights and Supplemental Proceeds collectively referred to as the "Supplemental Trademark Collateral"), and the Assignor's collateral future assignment to the Agent of the Supplemental Trademark Collateral, all as contemplated by the Original Trademark Collateral Assignment;

NOW, THEREFORE, the Assignor and the Agent, in consideration of the promises set forth in the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein without definition shall have as their respective meanings the definitions as set forth in the Original Trademark Collateral Assignment.

2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

2.1. Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby confirms its grant to the Agent pursuant to the Original Trademark Collateral Assignment and the Security Agreement and hereby unconditionally grants to the Agent, for the benefit of the Lenders, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Trademark Collateral to the Agent (and confirms its pledge, mortgage, and hypothecation of the Supplemental Trademark Collateral to the Agent pursuant to the Original Trademark Collateral Assignment), for the benefit of the Lenders.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Trademark Collateral provided and confirmed in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent (and confirms its grant, assignment, transfer and conveyance to the Agent pursuant to the Original Trademark Collateral Assignment), **BY WAY OF COLLATERAL SECURITY**, for the benefit of the Lenders, the Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral, provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent or any Lender) upon an Event of Default for which acceleration of the Loan is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Supplemental Trademark Collateral pursuant to the Security Agreement or Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Supplemental Trademark Collateral by the Assignor to the Agent in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". **THE AGENT ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.**

2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Original Trademark Collateral Assignment with respect to the Pledged Trademarks, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Agent in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Security Agreement, the Original Trademark Collateral Assignment and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Trademark Collateral (and any and all obligations of the Assignor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Trademark Collateral Assignment. The Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks and the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

3.1. Schedule A to the Original Trademark Collateral Assignment (the "Original Schedule A"), which sets forth a list of all Pledged Trademarks owned by Assignor, is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that the Original Schedule A and the New Schedule A collectively constitute a true and complete list of all Pledged Trademarks material to the business of the Borrower.

3.2. The term "Pledged Trademarks", as defined and used in the Original Trademark Collateral Assignment, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Proceeds and the Supplemental Trademark Collateral.


3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Credit Agreement and the Original Trademark Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except as such representations and warranties contained in the Credit Agreement are necessarily affected by the transactions contemplated by the Credit Agreement, and except for representations and warranties which expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Collateral Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.


4. **OTHER TERMS AND CONDITIONS OF ORIGINAL TRADEMARK COLLATERAL ASSIGNMENT.** This Agreement incorporates by reference all other terms and conditions contained in the Original Trademark Collateral Assignment, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Trademark Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, the Assignor expressly affirms all of its obligations under the Original Trademark Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Trademark Collateral Assignment except as expressly set forth herein.

IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

FILENE'S BASEMENT, INC.

By: 
Steven R. Siegel,
Executive Vice President and
Chief Financial Officer

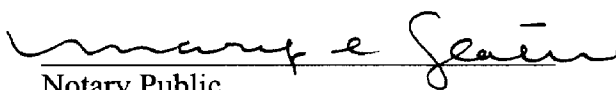
BANKBOSTON, N.A.,
as Agent

By: 
Name: ELIZABETH A. RATTO
Title: VICE PRESIDENT

Commonwealth of Massachusetts)
)
County of Suffolk) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, Steven Siegel, personally known to me, who, being by me first duly sworn, declared that he is the Executive Vice President and Chief Financial Officer of **Filene's Basement, Inc.**, that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 1999.



Notary Public

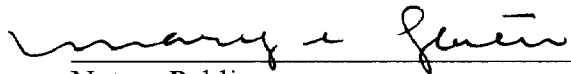
My Commission Expires: MARY E. FLATER
Notary Public

My Commission Expires November 2, 2001

Commonwealth of Massachusetts)
)ss.
County of Suffolk)

Personally appeared before me, the undersigned, a Notary Public in and for said county, Elizabeth A. Ratto, personally known to me, who, being by me first duly sworn, declared that she is the Vice President of **BankBoston, N.A.**, that being duly authorized she did sign and seal said instrument as such officer of and on behalf of such bank, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of January, 1999.



Notary Public

My Commission Expires:

MARY E. FLATER
Notary Public

My Commission Expires November 2, 2001

**Trademark and Trademark Registrations
Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>United States Registration No.</u>	<u>Date of Registration</u>	<u>Owner</u>
Currier & Branch	1,682,300	3/7/95	Filene's Basement, Inc.

**Pending Applications
United States Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
Aisle 3	75/570,516	10/14/98	Filene's Basement, Inc.

January 29, 1999

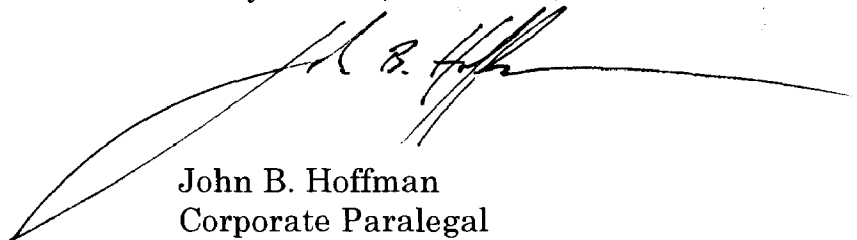
VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

To Whom It May Concern:

Enclosed for immediate filing is one (1) Trademark Security Agreement together with the required Recordation Form Cover Sheet and a check for \$65.00 for fees for recordation. Please stamp and return the enclosed acknowledgement card to my attention at your earliest convenience.

Many thanks,



John B. Hoffman
Corporate Paralegal

Enclosures

cc: Quan B. Nghiem, Esq.