

MRO RE
2.5.99

02-23-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings □ □ □ ▼



100969633

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Bradlees Stores, Inc.



Name and address of receiving party(ies)

Name: BankBoston Retail Finance, Inc.,
as collateral agent

02-05-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57

Internal Address: _____

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

- Individual(s)
- General Partnership
- Corporation-State Massachusetts
- Other _____

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

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

3. Nature of conveyance:

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

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

Execution Date: February 2, 1999

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: _____

Street Address: Latham & Watkins

885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: _____

48

7. Total fee (37 CFR 3.41).....\$1,215.00

- 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

01 FC:481 40.00 DP
02 FC:482 1175.00 DP

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

2/4/92
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: 1858 FRAME: 0162

SCHEDULE A**TRADEMARKS****Bradless Stores, Inc.**

Mark	Registration No.	Application No.	Reg. Date	File Date
BRADLEES	0893917	72/317159	6/30/70	1/21/69
MRS. B.	1387106	73/512291	3/18/86	12/6/84
BRADLEES	1353394	73/514482	8/6/85	12/20/84
B	1343619	73/514799	6/18/85	12/21/84
B.O.G.	1474274	73/665249	1/26/88	6/8/87
BOG SPORT	1475084	73/665264	2/2/88	6/8/87
REBECCA LYNN	1482447	73/676596	3/29/88	8/5/87
SALON STYLE	1481490	73/677321	3/22/88	8/10/87
NEW CONCEPTS	1491232	73/684611	6/7/88	9/17/87
EXCHANGE UNLIMITED	1545423	73/697302	6/27/89	11/23/87
SUN SCAPES	1515476	73/702689	12/6/88	12/24/87
TINY TOES	1605634	73/828173	7/10/90	09/28/89
TRIMMINGS ETC.	1637524	74/007000	3/12/91	12/01/89
TINY TOES	1679885	74/007552	3/17/92	12/04/89
PRIDES LANDING	1724665	74/033944	10/13/92	3/2/90
PRIDES LANDING	1722945	74/075329	10/06/92	7/5/90
REBECCA LYNN	1740443	74/085524	12/15/92	8/6/90
EXCHANGE UNLIMITED	1689593	74/087845	5/26/92	08/14/90
STAMFORD CLASSICS	1695391	74/090939	6/16/92	8/24/90
NEW CONCEPTS	1698428	74/091024	6/30/92	8/24/90
CERTIFIED VALUE	1710552	74/100842	8/25/92	9/27/90
BEACH MANIA	1766767	74/125793	04/20/93	12/24/90
KIDS CLASSICS	1706875	74/143244	8/11/92	2/28/91
B.O.G. TRADING CO.	1697003	74/145531	6/23/92	3/7/91
NEW CONCEPTS	1712729	74/145543	9/1/92	3/7/91
MOTHER'S CHOICE	1806175	74/152357	11/23/93	3/29/91
HEARTSIDE VILLAGE	1849939	74/173931	08/16/94	6/6/91
CRESCENT BAY	1810080	74/192418	12/07/93	8/7/91
MADISON & RHODES	1956663	74/192419	02/13/96	8/7/91
REBECCA LYNN	1742342	74/200351	12/22/92	9/3/91
B.O.G. SPORT	1778401	74/200385	06/22/93	9/3/91
EXCHANGE SPORT	1778402	74/200386	06/22/93	9/3/91
B.O.G. FOR BABY	1778403	74/200389	06/22/93	9/3/91
B.O.G.	1752656	74/281995	2/16/93	6/2/92
WOW! HOW DO WE DO IT?	2184207	75/373521	08/25/98	10/15/97
BECKY LYNN	2146145	75/236922	03/24/98	02/05/97
B.O.G.	1933252	74/612074	11/07/95	12/16/94
BRADLEES HOME COLLECTION	2161329	75/154316	06/02/98	08/22/96
HEARTS AND MEMORIES	2196657	75/279643	10/13/98	04/23/97
KIDS CLASSICS	2053871	74/647274	04/22/97	03/16/95
MOTHER'S CHOICE	2015653		11/12/96	

SECURITY AGREEMENT AND MORTGAGE - TRADEMARKS

Agreement (the "Company Trademark Security Agreement" or this "Agreement") made as of this 2nd day of February, 1999, among BRADLEES STORES, INC., a Massachusetts corporation having a principal business address at One Bradlees Circle, Braintree, Massachusetts 02185 (the "Company"), and BANKBOSTON RETAIL FINANCE, INC., for itself and as collateral agent (in such capacity, the "Collateral Agent") for BankBoston, N.A. ("BBNA"), as Administrative Agent, as Issuing Bank and as Tranche B Agent (each as defined in the Credit Agreement referred to below), for the Co-Agents (as defined in the Credit Agreement) and for the banks and 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; and

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, the Lenders have required, among other things, 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 in the Credit Agreement), the parties agree as follows:

1. Definitions: Capitalized terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement. As used in this Agreement, unless the context otherwise requires "Trademarks" shall mean (i) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles and service marks, all prints and labels on which said trademarks, trade names, corporate names, business names, fictitious business names, trade styles and service marks have appeared or appear, all designs and general intangibles of like nature and all goodwill associated therewith, in each case as now existing or hereafter adopted or acquired, 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 (iii) all licenses thereof.

2. Grant of Security Interest: As collateral security for the full and prompt payment and performance of all Obligations, the Company does hereby mortgage and pledge to the Collateral Agent, for its benefit and the benefit of the other Agents, the Issuing Bank (each as defined in the Credit Agreement) and the Lenders (collectively, including the Collateral Agent, the "Secured Parties"), and grant the Collateral Agent, for its benefit and the benefit of the other Secured Parties, a first priority security interest in, all of its right, title and interest in and to each of the Trademarks described in Schedule A and any Trademark at any time hereafter acquired by the Company or in which the Company at any time in the future may acquire or develop any right, title or interest (collectively, the "Collateral").

3. 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 Company 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 Secured Parties' 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 for its benefit and the benefit of the other Secured Parties, and to the best knowledge of the Company none of the Collateral is subject to any adverse 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.

4. Events of Default and Remedies: Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and the other Secured Parties 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”).

5. **Term:** This Agreement shall terminate upon payment in full of all of the Obligations and termination of the Credit Agreement and the General Security Agreement. Subject to Section 27 of the General Security Agreement, upon termination of this Agreement, the Collateral Agent shall, at the expense of the Company, execute and deliver to the Company upon the Company's request all such releases and termination statements as may be reasonably necessary to evidence such termination.

6. **Additional Trademarks, Etc.:** If at any time before the termination of this Agreement pursuant to Section 5 hereof, the Company shall obtain or acquire rights in or licenses to any Trademark, or become entitled to the benefit of any trademark application or trademark for any reissue, divisions, continuation, renewal, extension or continuation-in-part of any patent or any improvement on any trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall give the Collateral Agent prompt written notice thereof. The Company authorizes the Collateral Agent to modify this Agreement by amending Schedule A to include any future trademarks, trademark applications and trademark licenses covered by Section 2 or by this Section 6 of this Agreement, and further authorizes the Collateral Agent to record such filings with the United States Patent and Trademark Office as may be required to perfect the Lien of the Collateral Agent for its benefit and for the benefit of the other Secured Parties in such future trademarks, trademark applications and trademark licenses covered by Section 2 or by this Section 6.

7. **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 other Secured Parties 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 other Secured Parties' 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 the Secured Parties, 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 to the extent the same has preempted the law of the State of New York or such other jurisdiction.

(f) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

BRADLEES STORES, INC.

BY: Paul R. McKelvey
Name: PAUL R. MCKELVEY
Title: VP - TREASURER

Accepted and Agreed to by:

BANKBOSTON RETAIL FINANCE, INC.,
as Collateral Agent

BY: Francis D. O'Connor
Name: FRANCIS D. O'CONNOR
Title: VICE PRESIDENT

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

On ^{February} ~~January~~ 1, 1999, before me, the undersigned, personally appeared

Paul R. McKelvey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as VP-Treasurer of Bradlees Stores, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.



Notary Public in and for
said County and State

My Commission Expires:

EILEEN KRAKAUER
Notary Public, State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On February 1, 1999, before me, the undersigned, personally appeared Francis D. O'Connor personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Vice President of BankBoston Retail Finance, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.



Notary Public in and for
said County and State

My Commission Expires:

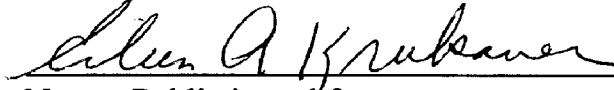
EILEEN KRAKAUER
Notary Public, State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On February 1, 1999, before me, the undersigned, personally appeared Francis D. O'Connor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Vice President of BankBoston Retail Finance, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.



Notary Public in and for
said County and State

My Commission Expires:

EILEEN KRAKAUER
Notary Public, State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

SCHEDULE A**TRADEMARKS****Bradless Stores, Inc.**

Mark	Registration No.	Application No.	Reg. Date	File Date
BRADLEES	0893917	72/317159	6/30/70	1/21/69
MRS. B.	1387106	73/512291	3/18/86	12/6/84
BRADLEES	1353394	73/514482	8/6/85	12/20/84
B	1343619	73/514799	6/18/85	12/21/84
B.O.G.	1474274	73/665249	1/26/88	6/8/87
BOG SPORT	1475084	73/665264	2/2/88	6/8/87
REBECCA LYNN	1482447	73/676596	3/29/88	8/5/87
SALON STYLE	1481490	73/677321	3/22/88	8/10/87
NEW CONCEPTS	1491232	73/684611	6/7/88	9/17/87
EXCHANGE UNLIMITED	1545423	73/697302	6/27/89	11/23/87
SUN SCAPES	1515476	73/702689	12/6/88	12/24/87
TINY TOES	1605634	73/828173	7/10/90	09/28/89
TRIMMINGS ETC.	1637524	74/007000	3/12/91	12/01/89
TINY TOES	1679885	74/007552	3/17/92	12/04/89
PRIDES LANDING	1724665	74/033944	10/13/92	3/2/90
PRIDES LANDING	1722945	74/075329	10/06/92	7/5/90
REBECCA LYNN	1740443	74/085524	12/15/92	8/6/90
EXCHANGE UNLIMITED	1689593	74/087845	5/26/92	08/14/90
STAMFORD CLASSICS	1695391	74/090939	6/16/92	8/24/90
NEW CONCEPTS	1698428	74/091024	6/30/92	8/24/90
CERTIFIED VALUE	1710552	74/100842	8/25/92	9/27/90
BEACH MANIA	1766767	74/125793	04/20/93	12/24/90
KIDS CLASSICS	1706875	74/143244	8/11/92	2/28/91
B.O.G. TRADING CO.	1697003	74/145531	6/23/92	3/7/91
NEW CONCEPTS	1712729	74/145543	9/1/92	3/7/91
MOTHER'S CHOICE	1806175	74/152357	11/23/93	3/29/91
HEARTSIDE VILLAGE	1849939	74/173931	08/16/94	6/6/91
CRESCENT BAY	1810080	74/192418	12/07/93	8/7/91
MADISON & RHODES	1956663	74/192419	02/13/96	8/7/91
REBECCA LYNN	1742342	74/200351	12/22/92	9/3/91
B.O.G. SPORT	1778401	74/200385	06/22/93	9/3/91
EXCHANGE SPORT	1778402	74/200386	06/22/93	9/3/91
B.O.G. FOR BABY	1778403	74/200389	06/22/93	9/3/91
B.O.G.	1752656	74/281995	2/16/93	6/2/92
WOW! HOW DO WE DO IT?	2184207	75/373521	08/25/98	10/15/97
BECKY LYNN	2146145	75/236922	03/24/98	02/05/97
B.O.G.	1933252	74/612074	11/07/95	12/16/94
BRADLEES HOME COLLECTION	2161329	75/154316	06/02/98	08/22/96
HEARTS AND MEMORIES	2196657	75/279643	10/13/98	04/23/97
KIDS CLASSICS	2053871	74/647274	04/22/97	03/16/95
MOTHER'S CHOICE	2015653		11/12/96	

MRS. B's	1948722	74/620077	01/16/96	01/11/95
MY SPECIAL FRIEND	2061312	75/115130	05/13/97	06/05/96
WHEELER & WORTH	1999650	74/724890	09/10/96	09/05/95
THE GARDEN GATE		75/124614		6/24/96
SUNSCAPES	2210502	75/326571	12/15/98	7/17/97
THE GARDEN GATE		75/531467		8/5/98
EXCHANGE SPORT		75/578614		10/28/98