

MRD
12-22-99

RECC
TR/

01-07-2000



101240692

Docket No.:

810600-002

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pic 'N Pay Stores, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 7, 1999

2. Name and address of receiving party(ies):

Name: IBJ Whitehall Retail Finance

Internal Address:

Street Address: One State Street

City: New York State: NY ZIP: 10004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached schedule

Additional numbers Yes No

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

Name: Laura E. Goldbard, Esq.

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:

83

7. Total fee (37 CFR 3.41):.....\$ \$2,090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

01/06/2000 TTON11 00000095 194709 1371451

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 CH
2050.00 CH

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.

Laura E. Goldbard

Name of Person Signing

Laura E. Goldbard

Signature

December 20, 1999

Date

Total number of pages including cover sheet, attachments, and

18

TRADEMARK REGISTRATIONS

EXHIBIT A

MARK	REGISTRATION	REGISTRATION	FIRST USE	EXPIRATION
	NUMBER	DATE	DATE	DATE
12TH STREET	1,371,451	Nov. 19, 1985	2/0/84	Nov. 19, 2005
ABRUZZI	1,373,863	Dec. 3, 1985	1/0/85	Dec. 3, 2005
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PERKS	1,370,308	Nov. 12, 1985	10/0/84	Nov. 12, 2005
PIC 'N PAY	1,111,119			
PIC 'N PAY	735,707	Aug. 7, 1962	5/10/61	
PIC 'N PAY SHOES	1,142,160	Dec. 2, 1980	10/19/77	
PLUM CAKES	1,370,307	Nov. 12, 1985	3/0/83	Nov. 12, 2005
RAMAKINS	1,370,305	Nov. 12, 1985	3/0/85	Nov. 12, 2005
SABATINI	1,389,544	Apr. 8, 1986	2/0/84	Apr. 8, 2008
SHOE CITY	1,543,996	Jun. 13, 1989	0/0/63	Jun. 13, 2009
SHOE CITY	1,520,291	Jan. 10, 1989	1/7/62	
SHOE CITY VALUES YOU CAN STAND ON	1,440,289	May. 19, 1987	9/10/76	May. 19, 2007
SHOE WORLD	2,234,197	Mar. 23, 1989	9/0/70	Mar. 23, 2009
SIGI	1,751,347	Feb. 9, 1993	6/15/86	Feb. 9, 2003
STAND OUT	1,370,304	Nov. 12, 1985	3/0/85	Nov. 12, 2005
STAR RUNNER	1,590,978	Apr. 10, 1990	12/0/81	Apr. 10, 2000
STEP-UPS	1,566,049	Nov. 14, 1989	0/0/78	Nov. 14, 2009
STERLING MARK IV	1,525,876	Feb. 21, 1989	4/0/79	Feb. 21, 2009
STIX 'N STONES	869,739	May. 20, 1989	Jul-68	
STUDIO DU MONDE	2,063,803	May. 20, 1997	0/0/88	May. 20, 2007
T.M. SPORTS	1,399,539	Jul. 1, 1986	2/0/84	Jul. 1, 2006
TEARDROPS	1,373,968	Dec. 3, 1985	7/0/84	Dec. 3, 2005
THIRD MATE	1,371,450	Nov. 19, 1985	7/0/84	Nov. 19, 2005
TRADE STREET	2,178,792	Aug. 4, 1998	3/3/98	Aug. 4, 2008
TRAFALGER SQUARE	1,370,303	Nov. 12, 1985	4/0/85	Nov. 12, 2005
TRAILSTER	1,371,452	Nov. 19, 1985	11/0/84	Nov. 19, 2005
U.K. LTD.	1,399,540	Jul. 1, 1988	1/0/85	Jul. 1, 2006
VIA ISOLA	2,211,811	Dec. 15, 1998	12/0/97	Dec. 15, 2008
WABUSH CROSSING TRADING COMPANY	2,110,036	Oct. 28, 1997	1/9/97	Oct. 28, 2007

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Application Security Agreement (the "**TM Security Agreement**") is made as of this 7th day of December, 1999, by **Pic 'N Pay Stores, Inc.** (hereinafter, the "**Borrower**"), a Delaware corporation with a principal place of business at 10301 Old Monroe Road, Matthews, NC 28261 (the "**Borrower**"), and **IBJ Whitehall Retail Finance**, a division of IBJ Whitehall Business Credit Corporation (hereinafter the "**Agent**") a New York corporation with offices at One State Street, New York, New York 10004 as agent for the ratable benefit of itself and each of the other "**Lenders**" as defined in that certain Loan and Security Agreement dated of even date herewith (as amended from time to time, the "**Loan Agreement**") among the Borrower, the Agent and the Lenders.

RECITALS

WHEREAS, pursuant to the Loan Agreement, the Agent has agreed to make certain Loans from the Lenders, as defined in the Loan Agreement (hereinafter, the "**Loans**"), available to the Borrower; and

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Agent a security interest in the Collateral (as defined in the Loan Agreement) for the ratable benefit of the Lenders to secure the Liabilities (as defined in the Loan Agreement) of the Borrower to the Lenders; and

WHEREAS, as a condition to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Borrower has executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Agent agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the Liabilities, the Borrower hereby grants a security interest in favor of, and collaterally assigns to, the Agent, for the ratable benefit of the Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default, as such term is used herein as defined in the Loan Agreement), in and to the following and all proceeds thereof:

- a. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, registered trademarks, service marks, trademark applications, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof. together with any goodwill connected with and symbolized by any such trademarks, registered trademarks, service marks, trademark applications, registered service marks, and service mark applications.

- b. All renewals of any of the foregoing.

- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments

under all licenses entered into in connection therewith (excluding licenses with any Borrower) and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Agent, the Borrower shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the registration for the Marks, except with respect to any Mark which the Borrower no longer utilizes in its business and which the Borrower has elected to abandon.

b. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the respective service mark or trademark is abandoned (provided, however that the Borrower shall notify the Agent of any intent to abandon any servicemark or trademarks).

c. At the Borrower's sole cost, expense, and risk, take any and all action which Agent deems reasonably necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of

a. the Borrower's failure, within Five (5) days of written notice from the Agent, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3, above, and/or

b. the occurrence of any Event of Default, the Agent acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in the Agents' own right in connection therewith.

5. Borrower represents and warrants that:

a. **EXHIBIT A** includes all of the Federal registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than (i) to the Agent or (ii) to Bank of America, N.A. (formerly NationsBank, N.A.) which shall be assigned to Bank of America, N.A. to the Agent upon the execution hereof.

6. In order to further secure the Liabilities:

a. The Borrower shall give the Agent written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:

i. The Borrower obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

ii. The Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

iii. The Borrower enters into any new trademark license agreement or service mark license agreement.

iv. The Borrower assigns any of its registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in Section 6 (a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Borrower hereby authorizes the Agent to modify this TM Security Agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said EXHIBIT shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan Agreement, subject to ten (10) days prior notice, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower's attorney in fact, effective with and upon the Agent's first exercise (the "**First Exercise**") of such powers following the occurrence of any Event of Default:

- a. To exercise any of the rights and powers referenced in Section 3.
- b. To execute all and singular such instruments and documents as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and, subject to ten (10) days prior notice, to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Agent, but shall be exercisable only following the occurrence of an Event of Default.

9. Any use by the Agent of the Marks as authorized hereunder in connection with the exercise of the Agent's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to the Borrower. Such use by the Agent shall be permitted only with and upon the First Exercise following the occurrence of an Event of Default.

10. Agent hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Agent following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; provided, however, that Borrower first notifies Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Agent to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Agent shall execute and deliver to Borrower all such instruments as the Borrower reasonably

may request to release any encumbrance in favor of the Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of the Agent, do any and all acts and execute any and all documents required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.

13. The Borrower shall, upon demand, reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

14. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent shall have the same rights with respect to any and all security interests in the Marks granted the Agent to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement shall control with respect to all other Collateral and all other matters.

16. Pursuant to Section 5-1401 of the New York General Obligations Law, this Trademark Security Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

PIC 'N PAY STORES, INC.

D. D. Tuley
By: BBTuley
Title: Pres & CEO

The "Agent":

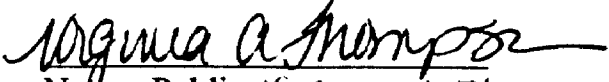
IBJ WHITEHALL RETAIL FINANCE, a
division of IBJ Whitehall Business Credit
Corporation

Robert Branward
By: Robert Branward
Title: President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, SS

Then personally appeared before me B.B. Tuley, an individual whose address is 10301 Monroe Road, Matthews, North Carolina and known to me or proved to me to be the duly authorized President of Pic 'N Pay Stores, Inc. and that such person acknowledged that he has executed the foregoing instrument on behalf of Pic 'N Pay Stores, Inc.

Witness my hand and seal this 7th day of December, 1999.


Notary Public Virginia A. Thompson
My Commission Expires: 11/23/2001

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, SS

Then personally appeared before me Francis D. O'Connor, an individual whose address is One State Street, New York, New York 10004 and known to me or proved to me to be the duly authorized Senior Vice President of IBJ Whitehall Retail Finance and that such person acknowledged that she has executed the foregoing instrument on behalf of IBJ Whitehall Retail Finance,

Witness my hand and seal this 7th day of December, 1999



Notary Public Virginia A. Thompson
My Commission Expires: 11/23/2001

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER

REGISTRATION DATE

Trademark Applications

MARK

SERIAL NUMBER

FILING DATE

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PIC 'N PAY	1,111,119			
PIC 'N PAY	735,707	Aug. 7, 1962	5/10/81	
PIC 'N PAY SHOES	1,142,160	Dec. 2, 1980	10/19/77	
PLUM CAKES	1,370,307	Nov. 12, 1985	3/0/83	Nov. 12, 2005
RAMAKINS	1,370,305	Nov. 12, 1985	3/0/85	Nov. 12, 2005
SABATINI	1,389,544	Apr. 8, 1986	2/0/84	Apr. 8, 2006
SHOE CITY	1,543,998	Jun. 13, 1989	0/0/83	Jun. 13, 2009
SHOE CITY	1,520,291	Jan. 10, 1989	1/7/62	
SHOE CITY VALUES YOU CAN STAND ON	1,440,289	May. 19, 1987	9/10/76	May. 19, 2007
SHOE WORLD	2,234,197	Mar. 23, 1999	9/0/70	Mar. 23, 2009
SIGI	1,751,347	Feb. 9, 1993	6/15/88	Feb. 9, 2003
STAND OUT	1,370,304	Nov. 12, 1985	3/0/85	Nov. 12, 2005
STAR RUNNER	1,590,978	Apr. 10, 1990	12/0/81	Apr. 10, 2000
STEP-UPS	1,586,049	Nov. 14, 1989	0/0/78	Nov. 14, 2009
STERLING MARK IV	1,525,876	Feb. 21, 1989	4/0/79	Feb. 21, 2009
STIX 'N STONES	869,739	May. 20, 1969	Jul-66	
STUDIO DU MONDE	2,063,803	May. 20, 1997	0/0/88	May. 20, 2007
T.M. SPORTS	1,399,539	Jul. 1, 1986	2/0/84	Jul. 1, 2006
TEARDROPS	1,373,968	Dec. 3, 1985	7/0/84	Dec. 3, 2005
THIRD MATE	1,371,450	Nov. 19, 1985	7/0/84	Nov. 19, 2005
TRADE STREET	2,178,792	Aug. 4, 1998	3/3/98	Aug. 4, 2008
TRAFALGER SQUARE	1,370,303	Nov. 12, 1985	4/0/85	Nov. 12, 2005
TRAILSTER	1,371,452	Nov. 19, 1985	11/0/84	Nov. 19, 2005
U.K. LTD.	1,399,540	Jul. 1, 1988	1/0/85	Jul. 1, 2006
VIA ISOLA	2,211,811	Dec. 15, 1998	12/0/97	Dec. 15, 2008
WABUSH CROSSING TRADING COMPANY	2,110,036	Oct. 28, 1997	1/9/97	Oct. 28, 2007

