

FORM PTO-1594  
(Rev. 6-83)

REC

04-27-2000

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0851-0011 (exp. 4/94)



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To the Honorable Commissioner of Pat

101335198

Send original documents or copy thereof.

1 Name of conveying party(ies):  
Bob's Stores Center, Inc.

MRD  
4.4.00

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

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

3. Nature of conveyance:

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

Execution Date: March 31, 2000

2. Name and address of receiving party(ies)

Name: Fleet Retail Finance Inc, as 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:

Internal Address:

Street Address: Latham & Watkins

885 Third Ave.

City: New York, State: NY ZIP: 10022-4802

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 340

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481  
02 FC:482

40.00 DP  
300.00 DP

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

4/3/00  
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

TRADEMARK

REEL: 002060 FRAME: 0001

## Schedule A

<u>Trademark</u>	<u>Owner</u>	<u>App./Reg. No.</u>
BCC KHAKIS	Bob's Stores Center, Inc.	75/673644
BCC SPORT	Bob's Stores Center, Inc.	75/673283
BCC BLUES	Bob's Stores Center, Inc.	1874733
BCC BLUES	Bob's Stores Center, Inc.	1938457
BOB'S BUCKS	Bob's Stores Center, Inc.	1918588
BOB'S CLOTHING COMPANY EST. 1954	Bob's Stores Center, Inc.	1938916
BOB'S STORES (AND DESIGN)	Bob's Stores Center, Inc.	1531396
PRIME ELEMENTS	Bob's Stores Center, Inc.	1761466
RUGGED TRAILS	Bob's Stores Center, Inc.	2305345
SPRUZZO	Bob's Stores Center, Inc.	1949825
STREETWISE	Bob's Stores Center, Inc.	2019497
WHERE YOUR WEEKEND BEGINS	Bob's Stores Center, Inc.	2069566

## GRANT OF SECURITY INTEREST (TRADEMARKS)

Security Agreement and Mortgage (this "Trademark Security Agreement" or this "Agreement"), dated as of March 31, 2000, among BOB'S INC., a Connecticut corporation having a principal business address at 160 Corporate Court, Meriden, Connecticut 06450 (the "Borrower"), BOB'S STORES CENTER, INC., a New Hampshire corporation ("BSC"), each of the other guarantors listed in Schedule 3.04 to the Credit Agreement referred to below (the "Guarantors" and together with the Borrower and BSC, the "Grantors") and FLEET RETAIL FINANCE INC., as agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the "Agent"):

## RECITALS

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

B. As a condition to the Lenders (as defined in the Credit Agreement) making certain financial accommodations available to the Grantors pursuant to the Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, the Agent, the Lenders and the Syndication Agent, the Lenders have required, among other things, the execution and delivery hereof by the Grantors.

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 and sufficiency of which are 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 used herein without definition 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 (except in any jurisdiction in which the granting of a security interest in such property is not permitted by law), all whether now owned or hereafter acquired by any of the Grantors, including, but not limited to, those described in Schedule A hereto, 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 Grantors do hereby mortgage and pledge to the Agent, for its benefit and the benefit of the other Secured Parties, and grant the Agent, for its benefit and the benefit of the other Secured Parties, a security interest in, all of its right, title and interest in and to each of the Trademarks described in Schedule A hereto and any Trademark at any time hereafter acquired by any of the Grantors or in which any Grantor at any time in the future may acquire or develop any right, title or interest (collectively, the "Collateral").

3. Representations and Covenants: The Grantors hereby represent, warrant, covenant and agree as follows:

(a) The Grantors have the sole, full and clear title to their respective registered 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 Grantors, taken as a whole.

(b) The Grantors will perform all acts and execute all documents, to the extent reasonable, including, without limitation, a short form grant of security interest in form suitable for filing with the United States Patent and Trademark Office, requested by the 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 Grantors hereby authorize the 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 Agent.

(c) The Grantors have the right and power 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, assignments (except as expressly permitted by clause (d) below) or security interests, except in favor of the Agent for its benefit and the benefit of the other Secured Parties, and to the best knowledge of the Grantors none of the Collateral is subject to any adverse claim.

(d) Except to the extent that the Agent, upon prior written notice from the Grantors, shall consent in writing, the Grantors will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license (except in the ordinary course of business), or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Agent to any such action except as expressly permitted herein; provided, however, that the Grantors may transfer, sell or otherwise assign any Collateral amongst themselves without the prior written consent of the Agent, so long as such transfer does not in any way diminish, impair or otherwise adversely affect the Agent's or the other Secured Parties' interest in such Collateral.

4. Events of Default and Remedies: Upon the occurrence and during the continuance of an Event of Default, the Agent and the other Secured Parties shall have the right to enforce the security interest granted herein as well as all 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 Grantors (the "General Security Agreement").

5. Term: This Agreement shall terminate upon payment in full in cash 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 Agent shall, at the expense of the Grantors, execute and deliver to the Grantors upon the Grantors' 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, any Grantor 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 trademark or any improvement on any trademark, the provisions of Section 2 shall automatically apply thereto and the applicable Grantor shall give the Agent prompt written notice thereof. The Grantors authorize the Agent to modify this Agreement by amending Schedule A hereto to include any future trademarks, trademark applications and trademark licenses covered by Section 2 or by this Section 6 of this Agreement, and further authorize the Agent to record such filings with the United States Patent and Trademark Office as may be required to perfect the Lien of the 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 Agent or the other Secured Parties to require strict performance by the Grantors of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect the 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 Agent and directed to the applicable Grantor, 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 Grantors and the Agent have caused this Trademark Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

**BOB'S INC.**  
**BOB'S STORES CENTER, INC.**  
**BOB'S STORES, INC.**  
**BOB'S H.C., INC.**  
**AMHERST, NY BOB'S, INC.**  
**BILLERICA, MA BOB'S, INC.**  
**CRANSTON BOB'S, INC.**  
**DANBURY BOB'S, INC.**  
**FAIRFIELD, CT BOB'S, INC.**  
**FRAMINGHAM, MA BOB'S, INC.**  
**FREEHOLD, N.J., BOB'S, INC.**  
**HAMDEN, CT BOB'S, INC.**  
**LEOMINSTER, MA, BOB'S, INC.**  
**MANCHESTER, CT BOB'S, INC.**  
**MIDDLETON BOB'S, INC.**  
**MILFORD PLAZA BOB'S STORES, INC.**  
**NASHUA, NH BOB'S, INC.**  
**NORWALK, CT BOB'S, INC.**  
**PARAMUS, N.J. BOB'S, INC.**  
**PATCHOGUE, NY BOB'S, INC.**  
**POUGHKEEPSIE BOB'S, INC.**  
**RANDOLPH, MA BOB'S, INC.**  
**ROCKINGHAM, NH BOB'S, INC.**  
**SAUGUS, MA BOB'S, INC.**  
**SEEKONK, MA, BOB'S, INC.**  
**SELDEN, NY BOB'S, INC.**  
**SIMSBURY, CT BOB'S, INC.**  
**S. ATTLEBORO, MA BOB'S, INC.**  
**SPRINGFIELD, NJ BOB'S, INC.**  
**TOTOWA, NJ BOB'S, INC.**  
**WATERFORD, CT BOB'S, INC.**  
**WEST ISLIP, N.Y. BOB'S, INC.,**  
each a Grantor

By:   
Name: THOMAS W GLYNN  
Title: EXECUTIVE VP CFO

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On March 90, 2000, before me, the undersigned, personally appeared Thomas W. Lynn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as EVP, CFO & Sec. of Bob's Stores Center, Inc., and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Ann K. Mallari

Notary Public in and for  
said County and State

My Commission Expires:

ANN K. MALLARI  
Notary Public, State of New York  
No. 4936031  
Qualified in New York County  
Commission Expires July 5, 2000



Accepted and Agreed to by:

AGENT:

**FLEET RETAIL FINANCE INC.,**

By : \_\_\_\_\_ *DM Murray* \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ *MD* \_\_\_\_\_

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On March 30, 2000, before me, the undersigned, personally appeared D. Michael Murray personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Manager of Fleet 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.

Ann K. Mallari

Notary Public in and for  
said County and State

My Commission Expires:

ANN K. MALLARI  
Notary Public, State of New York  
No. 4936031  
Qualified in New York County  
Commission Expires July 5, 2000

## Schedule A

<u>Trademark</u>	<u>Owner</u>	<u>App./Reg. No.</u>
BCC KHAKIS	Bob's Stores Center, Inc.	75/673644
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BOB'S BUCKS	Bob's Stores Center, Inc.	1918588
BOB'S CLOTHING COMPANY EST. 1954	Bob's Stores Center, Inc.	1938916
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