

04-15-2002

Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102055708

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Gottschalks Inc. 4-9-02 Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Kimco Capital Corp. Internal Address: 3333 New Hyde Park Road Street Address: New Hyde Park NY 11042 City: State: Zip: 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: March 22, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2084494, 2152922, 2013810, 2211893, 2076567, 1526249, 1525849 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cheryl Lagay Internal Address: Morgan Lewis & Bockius LLP Street Address: 101 Park Avenue City: New York State: New York Zip: 10178

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 13-4520 (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. Ellen M. Baker Signature Date April 9 2002

Total number of pages including cover sheet, attachments, and document: 6

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

04/12/2002 6TOM11 00000124 2084494 01 FC:461 02 FC:462 40.00 DP 150.00 DP

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2002, by GOTTSCHALKS INC., a Delaware corporation ("Grantor"), in favor of KIMCO CAPITAL CORP., a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, subject to the provisions of the Intercreditor Agreement, (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

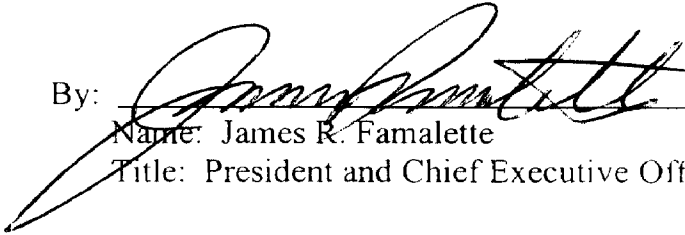
infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted, subject to the terms of the Intercreditor Agreement, in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOTTSCHALKS INC.

By: 
Name: James R. Famalette
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

KIMCO CAPITAL CORP.
as Agent and Lender

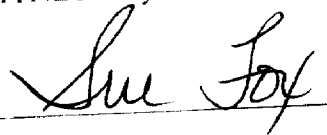
By: _____
Name: Raymond Edwards
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

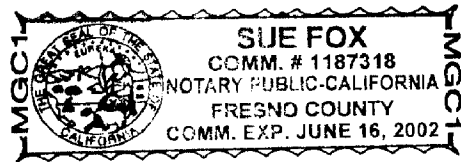
State of California)
County of Fresno) ss.

On March 22, 2002 before me, the undersigned, Notary Public in and for said State and County, personally appeared James R. Famalette, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOTTSCHALKS INC.

By: _____
Name: James R. Famalette
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

KIMCO CAPITAL CORP.
as Agent and Lender

By: Raymond Edwards
Name: Raymond Edwards
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

State of California)
)
County of _____) ss.

On _____, 20__ before me, the undersigned, Notary Public in and for said State and County, personally appeared James R. Famalette, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks:

Trademark Name	Registration Number	Application Number
Shaver Lake	2,084,494 28855 (Nevada) 100978, 100979 (California) 24874 (Washington) 30285 (Oregon)	n/a
Shaver Lake (and Design)	100887 (California) 100886 (California)	n/a
Sarah Bentley	2,152,922	n/a
Robert Lawrence	2,013,810	n/a
Methode	2,211,893	n/a
55 Plus Account	2,076,567	n/a
Harris Underground (Stylized)	1,526,249	n/a
Harris Prestige (and Design)	1,525,849 88248 (California)	n/a
Harris'	33882 (California)	n/a
Harris' Underground	33293 (California)	n/a

Trade Names: Expressions
Gottschalks Inc.
Gottschalk
Harris/Gottschalks
Village East

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Tel: 202.739.3000
Fax: 202.739.3001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

Ellen M. Baker
(202) 739-5758
ebaker@morganlewis.com



April 9, 2002

VIA HAND DELIVERY

Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attention: Assignment Branch

Re: Recordation of Trademark Security Agreement
Our Ref: 049076-genl.

Dear Madam:

We enclose for recording at the Assignment Branch an original document entitled Trademark Security Agreement reflecting that Gottschalks Inc. has issued a trademark security agreement to Kimco Capital Corp. The trademark security agreement is being filed to update record title to the 7 U.S. Federal trademarks listed on the Schedule attached to the document.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$190.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

Ellen M. Baker
Legal Assistant
Enclosures

cc: Cheryl Lagay (w/o encls.)
Meital Kashi (w/encls.)

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

1-WA/1780032.1

RECORDED: 04/09/2002

TRADEMARK
REEL: 002482 FRAME: 0662