

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

Value City Department Stores, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 6/11/2002

2. Name and address of receiving party(ies)

Name: National City Commercial Finance, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1965 E. Sixth Street

City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State OH
- 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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Christopher E. Kondracki

Internal Address: \_\_\_\_\_

Street Address: 2001 Jefferson Davis Hwy.,

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: \_\_\_\_\_

187

7. Total fee (37 CFR 3.41).....\$ 4,690

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki

Name of Person Signing

Signature

7/23/02

Date

35

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

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

**Conveying Party(ies)**

Shonac Corporation  
DSW Shoe Warehouse, Inc.  
Gramex Retail Stores, Inc.  
Filene's Basement, Inc.  
Value City Limited Partnership  
Value City of Michigan, Inc.  
GB Retailers, Inc.  
VCM, Ltd.

**Receiving Party(ies)**

Fleet Retail Finance Inc.  
40 Broad Street  
Boston, MA 02109  
Delaware Corporation

**Trademark Applications  
Continuation of Item 4A**

| <b>Mark</b>                           | <b>Applications</b> |
|---------------------------------------|---------------------|
| A Great Value Never Goes Out of Style | 76/220,800          |
| Aisle 3                               | 75/570,516          |
| Currier & Branch                      | 76/224,939          |
| Isplurge                              | 75/774,454          |
| Isplurge.Com                          | 75/775,744          |
| The Basement                          | 76/276,810          |
| Flites Lites (and Design)             | 76/123,682          |
| Extreme Clearance                     | 76/352,696          |
| Extreme Convenience                   | 76/355,137          |
| Extreme Selection                     | 76/355,629          |
| Extreme Value                         | 76/354,750          |
| Americana By Today's Living           | 76/349,118          |
| Claire's Bears                        | 75/671,588          |
| Creative Lifestyles                   | 76/261,717          |
| Dew European Warehouse                | 75/883,704          |
| DFW Fashion Warehouse                 | 75/883,703          |
| Heart & Soul                          | 75/719,246          |
| Heart & Soul                          | 75/981,473          |

**Trademark Applications  
Continuation of Item 4A**

| <b>Mark</b>                               | <b>Applications</b> |
|---|---------------------|
| Old Boston Candles                        | 76/202,443          |
| Olde World Candles                        | 76/202,445          |
| Spend The Holidays With Us And Spend Less | 75/439,813          |
| Today's Living                            | 75/261,834          |

**Trademark Registrations  
Continuation of Item 4B**

| <b>Mark</b>                        | <b>Registrations</b> |
|------------------------------------|----------------------|
| Alfredo                            | 1,682,300            |
| Basic Gear                         | 1,526,992            |
| Basic Gear                         | 1,529,807            |
| Boston Clipper Established 1983    | 1,379,255            |
| Boston Clipper Quality & Tradition | 1,453,285            |
| Filene's Basement of Boston        | 1,280,220            |
| Filene's Basement of Boston        | 1,325,824            |
| Global View                        | 1,521,882            |
| Global View                        | 1,524,651            |
| Kenneth Moore Collection           | 1,310,162            |
| Lauren Allen                       | 1,522,736            |
| Ml Studio                          | 1,524,649            |
| Multitherm                         | 1,521,807            |
| Richards & Jones                   | 1,523,624            |
| Robert Woods Ltd.                  | 1,334,395            |
| Saddles                            | 1,733,150            |
| The Vacation Outlet                | 1,519,447            |
| Brandy's                           | 2,024,111            |

**Trademark Registrations  
Continuation of Item 4B**

| <b>Mark</b>                 | <b>Registrations</b> |
|-----------------------------|----------------------|
| Cara Molina                 | 2,244,475            |
| Cityside                    | 1,458,452            |
| Coach and Four (and Design) | 0,581,571            |
| Design of Cobbler           | 0,630,105            |
| Edmonton Boot Co.           | 2,022,275            |
| Flites                      | 1,308,150            |
| Flites Lites                | 2,272,462            |
| Footwear House              | 1,492,670            |
| Hi Score                    | 0,792,610            |
| Jonathan Victor             | 1,963,531            |
| Kristi G.                   | 1,478,784            |
| Lakota Trail                | 1,977,264            |
| Landmarks                   | 1,459,326            |
| Lissak (Stylized)           | 0,781,465            |
| Miss Divonni                | 2,025,720            |
| Miss Kristi                 | 2,035,513            |
| Miss Sandler (and Design)   | 0,909,185            |
| Rags                        | 2,047,457            |

**Trademark Registrations  
Continuation of Item 4B**

| <b>Mark</b>                            | <b>Registrations</b> |
|--|----------------------|
| Rags By Sandler of Boston              | 2,053,811            |
| S.O.B.                                 | 1,389,981            |
| S.O.B.                                 | 1,596,540            |
| Sandler Jr                             | 1,922,174            |
| Sandler of Boston                      | 0,545,663            |
| Sandler Sports Collection (and Design) | 1,771,568            |
| Speedstar                              | 1,215,926            |
| Sportster                              | 441,672              |
| Stic-Klip                              | 0,402,922            |
| Summer Street                          | 1,461,993            |
| Sylvia Cristie                         | 1,508,239            |
| A Better Way to Buy Better Shoes       | 2,081,183            |
| Crown Shoes                            | 1,655,849            |
| DSW                                    | 1,891,493            |
| DSW                                    | 2,449,341            |
| DSW Club                               | 2,206,291            |
| DSW Shoe Warehouse                     | 1,895,449            |
| DSW Shoe Warehouse (and Design)        | 2,238,281            |
| DSW Shoes                              | 2,356,300            |



**Trademark Registrations  
Continuation of Item 4B**

| Mark   | Registrations |
|--|---------------|
| DSW Shoes  | 2,366,566     |
| Reward Your Style  | 2,255,757     |
| The Biggest News in Shoes                                    | 2,211,166     |
| We Fit Your Style  | 1,951,534     |
| Where The Only Thing Bigger Than Savings Is<br>The Selection | 1,786,009     |
| 212°   | 2,419,432     |
| A Woman's Head Design  | 1,041,504     |
| Active Essentials  | 1,988,751     |
| Already a Legend   | 1,897,574     |
| Barbecue Classics  | 2,184,734     |
| Basic B/U Utilities  | 1,809,837     |
| Better Living For Less                                       | 2,156,940     |
| Better Living For Less                                       | 2,156,939     |
| Blue Zone (and Design)                                       | 1,359,319     |
| Body Equip.  | 2,213,531     |
| Body Equipment   | 2,339,309     |
| Body Equipment   | 2,355,433     |
| Body Equipment   | 2,391,875     |

**Trademark Registrations  
Continuation of Item 4B**

| <b>Mark</b>                                | <b>Registrations</b> |
|--|----------------------|
| Bountiful Blooms                           | 2,230,471            |
| Brush Pals                                 | 2,223,151            |
| Buyout Unlimited Values For A Limited Time | 2,097,606            |
| C.D.M. Cuir Du Monde                       | 1,868,909            |
| Chess King                                 | 0,852,816            |
| Chess King                                 | 0,871,942            |
| Chess King (and Design)                    | 1,355,570            |
| Cigliano                                   | 1,867,052            |
| Signal                                     | 2,397,419            |
| Signal                                     | 2,474,028            |
| Clarire's Bears                            | 2,518,655            |
| Classic Remembrance                        | 2,127,323            |
| Classic-Home                               | 2,048,535            |
| Clothes and Effect (and Design)            | 1,852,455            |
| Club International                         | 1,453,246            |
| Cozz                                       | 2,203,393            |
| Crowley's                                  | 1,748,601            |
| Design of Man and Child (Grandpa's)        | 1,368,323            |
| Design of Man Jumping for Joy              | 2,156,787            |

**Trademark Registrations  
Continuation of Item 4B**

| <b>Mark</b>                           | <b>Registrations</b> |
|---------------------------------------|----------------------|
| E Elena Tannassi Sport                | 2,186,857            |
| Elena Tannassi                        | 2,345,467            |
| Elena Tannassi Le Collezioni          | 2,347,297            |
| Florenzi                              | 1,845,683            |
| Florenzi                              | 2,519,119            |
| Florenzi Fine Leathers                | 2,376,187            |
| Florenzi Woman                        | 2,329,695            |
| Free Fall                             | 1,422,349            |
| Free Fall (stylized)                  | 1,353,003            |
| Free Fall (stylized)                  | 1,410,638            |
| Gallay (stylized)                     | 1,937,681            |
| Garage Jean Company                   | 2,261,431            |
| Get The Feeling                       | 2,137,440            |
| Grandpa's                             | 1,359,842            |
| Guisseppi Verdi                       | 1,307,165            |
| Hey, It's Your Money, Get More For It | 2,433,069            |
| Hey, It's Your Money, Get More For It | 2,475,650            |
| Hill House                            | 2,208,871            |
| His Place                             | 1,708,916            |

**Trademark Registrations  
Continuation of Item 4B**

| Mark                           | Registrations |
|--------------------------------|---------------|
| His Place                      | 2,314,868     |
| Home Lifestyles                | 2,455,579     |
| I.O.U.                         | 1,852,453     |
| In Card                        | 1,906,756     |
| Intimate Secrets               | 2,195,611     |
| Intimate Secrets               | 2,285,838     |
| IOU.                           | 2,341,282     |
| It's Your Money                | 2,433,071     |
| It's Your Money                | 2,492,332     |
| J.D. Christopher               | 2,299,257     |
| J. Christopher                 | 1,428,449     |
| Joseph Richards                | 1,786,182     |
| Korner Kids                    | 2,419,271     |
| Manual Dante                   | 1,924,686     |
| Mazzone                        | 2,263,818     |
| Memphis Blues                  | 2,259,855     |
| Merry Go Round Kids            | 2,327,082     |
| Opportunity Knocks, Every Day. | 2,284,127     |

**Trademark Registrations  
Continuation of Item 4B**

| <b>Mark</b>                                  | <b>Registrations</b> |
|--|----------------------|
| Outdoor Lifestyles                           | 2,099,301            |
| P.U.R.E. Products                            | 2,257,362            |
| Parade of Clowns                             | 2,235,244            |
| Public Supply Co.                            | 2,170,071            |
| Rigliano                                     | 2,494,122            |
| Rosemary & Ivy                               | 2,098,396            |
| Script                                       | 1,831,409            |
| Sleepgarden                                  | 2,350,938            |
| Spend Valentine's Day With Us and Spend Less | 2,264,486            |
| Springtime Traditions                        | 2,354,130            |
| T. Edwards                                   | 1,041,505            |
| T. Edwards                                   | 2,251,812            |
| The Dollhouse Collection                     | 2,203,366            |
| The Gourmer Market (and Design)              | 2,112,367            |
| The Gourmet Market (and Design)              | 2,349,129            |
| The Market Specialty Blend                   | 2,349,130            |
| The Tuxedo Club                              | 1,508,299            |
| 212 Two Hundred Twelve Degrees               | 1,885,610            |
| U.S.A. Classic                               | 2,024,467            |

**Trademark Registrations  
Continuation of Item 4B**

| Mark                        | Registrations |
|-----------------------------|---------------|
| U.S.A. Classic              | 2,136,668     |
| U.S.A. Classic              | 2,280,142     |
| U.S.A. Classic              | 2,365,350     |
| U.S.A. Classic              | 2,436,378     |
| U.S.A. Classic (and Design) | 1,250,470     |
| VC Via Como                 | 1,912,618     |
| Village Gardener            | 2,102,148     |
| Village Gardener            | 2,127,872     |
| Village Gardener            | 2,127,873     |
| Village Gardener            | 2,127,874     |
| Village Gardener            | 2,154,321     |
| Village Gardener            | 2,155,738     |
| Village Gardener            | 2,180,515     |
| Witch's Haunt               | 2,159,620     |
| Wonderland Collectibles     | 2,062,358     |
| Wonderland Traditions       | 2,067,780     |
| Wonderland Traditions       | 2,286,915     |

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**TRADEMARK AND TRADEMARK  
APPLICATIONS SECURITY AGREEMENT**

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June 11, 2002

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT  
(this "**Agreement**") is made between

National City Commercial Finance, Inc., an Ohio corporation with offices at 1965 E. Sixth Street, Cleveland, Ohio 44114, and Fleet Retail Finance Inc., a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agents (collectively, in such capacity, herein the "**Collateral Agents**"), for the ratable benefit of the Secured Parties (as defined in Schedule I hereto),

and

Each of the Persons listed on Schedule II hereto (each such Person, individually, a "**Borrower**" and, collectively, the "**Borrowers**")

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

WHEREAS, the Borrowers have entered into a certain Loan and Security Agreement dated as of June 11, 2002 (as such may be amended, modified, supplemented or restated hereafter, the "**Loan Agreement**") with (i) the Revolving Credit Lenders named therein, (ii) National City Commercial Finance, Inc., as Administrative Agent for the Revolving Credit Lenders named therein and as SwingLine Lender, (iii) National City Commercial Finance, Inc. and Fleet Retail Finance Inc., as Collateral Agents for the Revolving Credit Lenders named therein, and (iv) National City Bank, as Issuer, pursuant to which the Revolving Credit Lenders have agreed, among other things, to make certain Revolving Credit Loans to the Borrowers. Terms used herein which are defined in the Loan Agreement are used as so defined.

WHEREAS, it is a condition precedent to the Revolving Credit Lenders making the Revolving Credit Loans or otherwise extending credit to the Borrowers under the Loan Agreement that the Debtors execute and deliver to the Collateral Agents this Agreement.

WHEREAS, the Debtors wish to grant pledges and security interests in favor of the Collateral Agents, for the ratable benefit of the Secured Parties, as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrowers hereby create a security interest in favor of the Collateral Agents (for the ratable benefit of the Secured Parties), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**");

(a) All of the Borrowers' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, 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, trademark applications, service marks, 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 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 Borrowers' rights corresponding to any of the foregoing throughout the world.

2. **PROTECTION OF MARKS BY BORROWERS:** Except as set forth below in this Section 2, the Borrowers shall undertake the following with respect to each of the items respectively described in Sections 1(a) and 1(b) (collectively, the "**Marks**");

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Borrowers' 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.

(c) At the Borrowers' sole cost, expense, and risk, take any and all action which Borrowers deem desirable to protect the Marks, including, without limitation, but subject to Borrowers' discretion, the prosecution and defense of infringement actions.



Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Borrower shall have an obligation to use or to maintain any Mark (i) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (ii) that is being replaced with a Mark substantially similar to the Mark that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such replacement Mark and so long as such replacement Mark is subject to the lien created by this Agreement or (iii) that is substantially the same as another Mark that is in full force, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such replacement Mark and so long as such other Mark is subject to the Lien and security interest created by this Agreement.

3. **BORROWERS' REPRESENTATIONS AND WARRANTIES:** The Borrowers represent and warrant that:

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

(b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to Cerberus Partners, L.P. (as agent for certain term loan lenders and senior convertible lenders) and the Collateral Agents.

(c) The Borrowers shall give the Collateral Agents written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

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

(ii) The Borrowers' becoming 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 Borrowers' right to sell products containing the trademarks of others in the ordinary course of Borrowers' business).

(iii) The Borrowers' entering into any new trademark license agreement or service mark license agreement.

4 **AGREEMENT APPLIES TO FUTURE MARKS:**

(a) The provisions of this Agreement shall automatically apply to any such

additional property or rights described in 3(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

(b) The Borrower hereby authorizes the Collateral Agents to take all such reasonable action to protect the Collateral Agents' interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Collateral Agents' taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

5. **BORROWERS' RIGHTS TO ENFORCE MARKS:** Prior to the Collateral Agents' giving of notice to the Borrowers following the occurrence and during the continuance of an Event of Default, the Borrowers shall have the exclusive right 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 Borrowers to protect the Marks against encroachment by third parties, *provided, however*:

(a) The Borrowers first provide the Collateral Agents with written notice of the Borrowers' intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by the Borrowers on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agents, by notice to the Borrowers may be terminate or limit the Borrowers' rights under this Section 5.

6. **COLLATERAL AGENTS' ACTIONS TO PROTECT MARKS:** In the event of

(a) the Borrowers' failure, within five (5) days of written notice from the Collateral Agents, to cure any failure by the Borrowers to perform any of the Borrowers' obligations hereunder; and/or

(b) the occurrence and continuance of any Event of Default,

the Collateral Agents, acting in their own name or in that of the Borrowers, may (but shall not be required to) act in the Borrowers' place and stead and/or in the Collateral Agents' own right in connection therewith.

7. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Collateral Agents, subject to the terms of the Intercreditor Agreement, 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 Collateral Agents, subject to the terms of the Intercreditor Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer

of the Collateral Agents that an Event of Default has occurred and that the Collateral Agents are authorized to exercise such rights and remedies.

**8. COLLATERAL AGENTS AS ATTORNEY IN FACT:**

(a) Subject to the terms of the Intercreditor Agreement, the Borrowers hereby irrevocably constitute and designate the Collateral Agents as and for the Borrowers' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced herein.

(ii) To execute all such instruments, documents, and papers as the Collateral Agents determine to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agents.

(c) The Collateral Agents shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8(a) herein, but if the Collateral Agents elect to do any such act or to exercise any of such powers, they shall not be accountable for more than they actually receive as a result of such exercise of power, and shall not be responsible to the Borrowers for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agents have had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act constituted willful misconduct, gross negligence or actual bad faith.

**9. COLLATERAL AGENTS' RIGHTS:**

(a) Any use by the Collateral Agents of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agents' rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agents any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default.

10. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. Subject to the terms of the Intercreditor

Agreement, the Collateral Agents shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

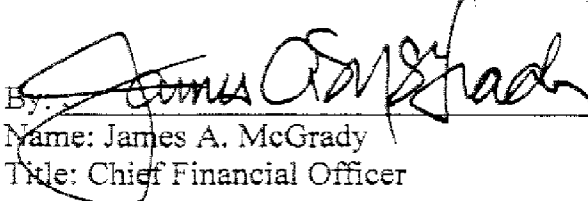
11. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

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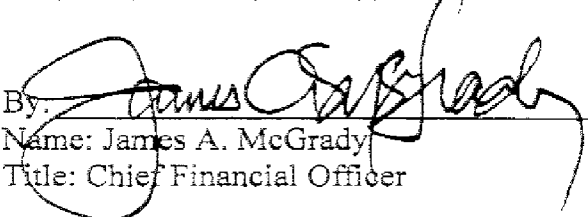
IN WITNESS WHEREOF, the Borrowers and the Collateral Agents respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BORROWERS:


VALUE CITY DEPARTMENT STORES, INC.

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

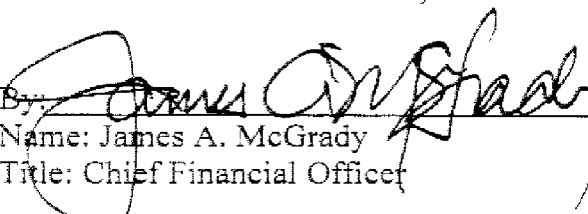
SHONAC CORPORATION

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

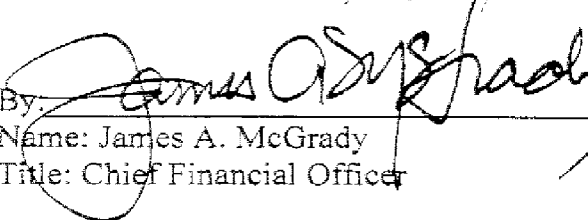
DSW SHOE WAREHOUSE, INC.

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

GRAMEX RETAIL STORES, INC.

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

FILENE'S BASEMENT, INC.

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

VALUE CITY LIMITED PARTNERSHIP

By: Westerville Road GP, Inc., its General Partner

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

VALUE CITY OF MICHIGAN, INC.

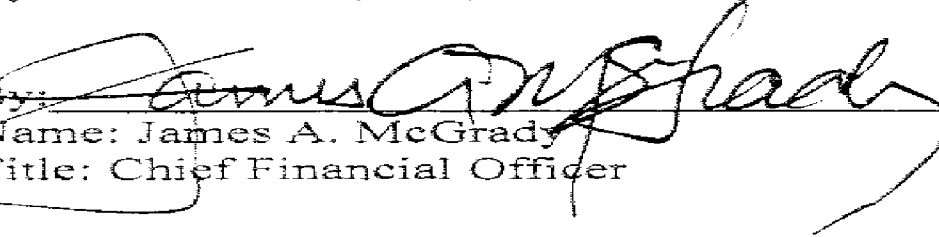
By:   
Name: James A. McGrady  
Title: Chief Financial Officer

GB RETAILERS, INC.

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

VCM, LTD.

By: GB Retailers, Inc., its Sole Member

By:   
Name: James A. McGrady  
Title: Chief Financial Officer

COLLATERAL AGENTS:

NATIONAL CITY COMMERCIAL FINANCE,  
INC.

By: Carla Kehres  
Name: Carla Kehres  
Title: Vice President

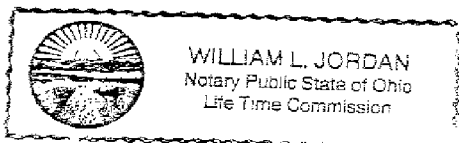
FLEET RETAIL FINANCE INC.

By: James R. Dore  
Name: James R. Dore  
Title: Vice President

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of Value City Department Stores, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002

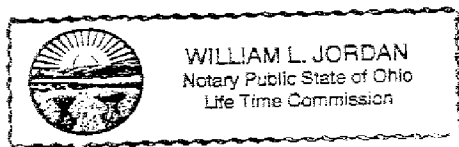


W. Jordan, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of Shonac Corporation and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002

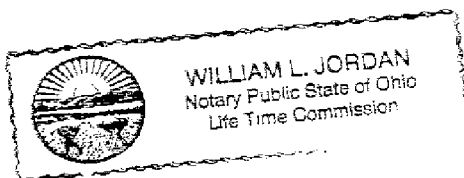


W. Jordan, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of DSW Shoe Warehouse, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002



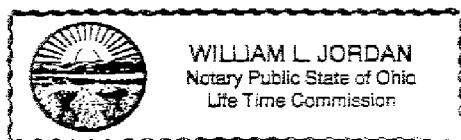
W. Jordan, Notary Public  
My Commission Expires:



State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of Gramex Retail Stores, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of June 2002

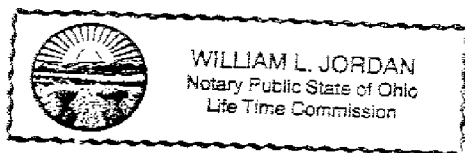


W. Jordan  
W. Jordan, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of Filene's Basement, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of June 2002

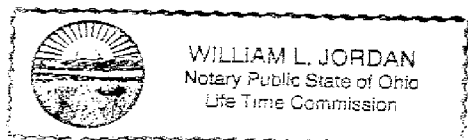


W. Jordan  
W. Jordan, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of Value City of Michigan, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of June 2002

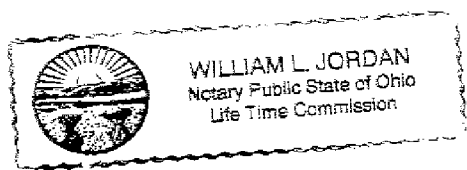


W. Jordan  
W. Jordan, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of GB Retailers, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002

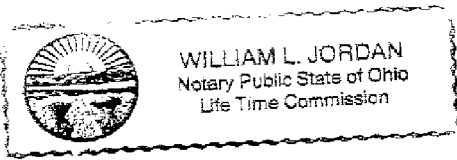


W. JORDAN, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of Westerville Road GP, Inc., the General Partner of Value City Limited Partnership, and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002

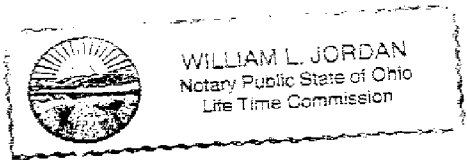


W. JORDAN, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me James A. McGrady who acknowledged that such person is the duly authorized Chief Financial Officer of GB Retailers, Inc., the Sole Member of VCM, Ltd., and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002

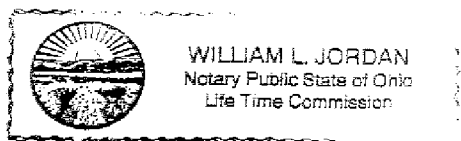


W. JORDAN, Notary Public  
My Commission Expires:

State of Ohio  
County of Franklin, S.S.

Then personally appeared before me Carla Kehres who acknowledged that such person is the duly authorized Vice President of National City Commercial Finance, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11<sup>th</sup> day of JUNE 2002



[Signature]  
W. JORDAN, Notary Public  
My Commission Expires:

State of Massachusetts  
County of Middlesex, S.S.

Then personally appeared before me James R. Dore who acknowledged that such person is the duly authorized Vice President of Fleet Retail Finance Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 7 day of June 2002

[Signature]  
, Notary Public  
My Commission Expires: 4/2/04

EXHIBIT A

## TRADEMARKS AND TRADEMARK APPLICATIONS

## I. Filene's Basement, Inc. fka Base Acquisition Corp.

## A. REGISTERED FEDERAL AND STATE TRADEMARKS AND SERVICE MARKS

| MARK                               | REGISTRATION NUMBER     | REGISTRATION DATE |
|------------------------------------|-------------------------|-------------------|
| ALFREDO                            | 1,682,300               | 4/7/92            |
| AUTOMATIC BARGAIN BASEMENT         | 29202 (Massachusetts)   | 3/8/79            |
| AUTOMATIC MARKDOWN PLAN            | 29203 (Massachusetts)   | 3/8/79            |
| AUTOMATIC MARKDOWN PLAN            | 64015 (New Hampshire)   | 12/3/81           |
| BASIC GEAR                         | 1,526,992               | 2/28/89           |
| BASIC GEAR                         | 1,529,807               | 3/14/89           |
| BOSTON CLIPPER ESTABLISHED 1983    | 1,379,255               | 1/21/86           |
| BOSTON CLIPPER QUALITY & TRADITION | 1,453,285               | 8/18/87           |
| FILENE'S BASEMENT (and Design)     | 029,200 (Massachusetts) | 3/8/79            |
| FILENE'S BASEMENT (and Design)     | 64016 (New Hampshire)   | 12/3/81           |
| FILENE'S BASEMENT OF BOSTON        | 1,280,220               | 5/29/84           |
| FILENE'S BASEMENT OF BOSTON        | 1,325,824               | 3/19/85           |
| GLOBAL VIEW                        | 1,521,882               | 1/24/89           |
| GLOBAL VIEW                        | 1,524,651               | 2/14/89           |
| KENNETH MOORE COLLECTION           | 1,310,162               | 12/18/84          |
| LAUREN ALLEN                       | 1,522,736               | 1/31/89           |
| ML STUDIO                          | 1,524,649               | 2/14/89           |
| MULTITHERM                         | 1,521,807               | 1/24/89           |
| RICHARDS & JONES                   | 1,523,624               | 2/7/89            |
| ROBERT WOODS LTD.                  | 1,334,395               | 5/7/85            |
| SADDLES                            | 1,733,150               | 11/17/92          |
| THE VACATION OUTLET                | 1,519,447               | 1/3/89            |
| WRAPPERS (and Design)              | 870713 (Rhode Island)   | 7/24/87           |

## B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

| MARK                                  | SERIAL NUMBER | FILING DATE |
|---------------------------------------|---------------|-------------|
| A GREAT VALUE NEVER GOES OUT OF STYLE | 76/220,800    | 3/6/01      |
| AISLE 3                               | 75/570,516    | 10/14/98    |
| CURRIER & BRANCH                      | 76/224,939    | 3/14/01     |

|              |            |         |
|--------------|------------|---------|
| ISPLURGE     | 75/774,454 | 8/12/99 |
| ISPLURGE.COM | 75/775,744 | 8/12/99 |
| THE BASEMENT | 76/276,810 | 6/26/01 |

## II. Shonac Corporation

### A. REGISTERED FEDERAL AND STATE TRADEMARKS AND SERVICE MARKS

| MARK                                   | REGISTRATION NUMBER | REGISTRATION DATE |
|--|---------------------|-------------------|
| BRANDY'S                               | 2,024,111           | 12/17/96          |
| CARA MOLINA                            | 2,244,475           | 5/11/99           |
| CITYSIDE                               | 1,458,452           | 9/22/87           |
| COACH AND FOUR (and Design)            | 0,581,571           | 10/27/53          |
| CROWN SHOES                            | SM64972 (Ohio)      | 4/4/88            |
| CROWN SHOES                            | 9946 (Missouri)     | 4/4/88            |
| CROWN SHOES                            | 62457 (Illinois)    | 6/3/88            |
| Design of Cobbler                      | 0,630,105           | 7/3/56            |
| EDMONTON BOOT CO.                      | 2,022,275           | 12/10/96          |
| FLITES                                 | 1,308,150           | 12/04/84          |
| FLITES LITES                           | 2,272,462           | 8/24/99           |
| FOOTWEAR HOUSE                         | 1,492,670           | 6/14/88           |
| HI SCORE                               | 0,792,610           | 7/13/65           |
| JONATHAN VICTOR                        | 1,963,531           | 3/19/96           |
| KRISTI G.                              | 1,478,784           | 3/1/88            |
| LAKOTA TRAIL                           | 1,977,264           | 5/28/96           |
| LANDMARKS                              | 1,459,326           | 9/29/87           |
| LISSAK (Stylized)                      | 0,781,465           | 12/8/64           |
| MISS DIVONNI                           | 2,025,720           | 12/24/96          |
| MISS KRISTI                            | 2,035,513           | 2/4/97            |
| MISS SANDLER (and Design)              | 0,909,185           | 3/2/71            |
| RAGS                                   | 2,047,457           | 3/25/97           |
| RAGS BY SANDLER OF BOSTON              | 2,053,811           | 4/22/97           |
| S.O.B.                                 | 1,389,981           | 4/15/86           |
| S.O.B.                                 | 1,596,540           | 5/15/90           |
| SANDLER                                | R-24083 (New York)  | 9/17/86           |
| SANDLER JR                             | 1,922,174           | 9/26/95           |
| SANDLER OF BOSTON                      | 0,545,663           | 7/24/51           |
| SANDLER SPORTS COLLECTION (and Design) | 1,771,568           | 5/18/93           |
| SPEEDSTAR                              | 1,215,926           | 11/9/82           |
| SPORTSTER                              | 441,672             | 12/28/48          |
| STIC-KLIP                              | 0,402,922           | 8/24/43           |
| SUMMER STREET                          | 1,461,993           | 10/20/87          |
| SYLVIA CRISTIE                         | 1,508,239           | 10/11/88          |

### B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

| MARK                      | SERIAL NUMBER | FILING DATE |
|---------------------------|---------------|-------------|
| FLITES LITES (and Design) | 76/123,682    | 9/7/00      |

## C. FOREIGN TRADEMARKS AND SERVICE MARKS

| MARK                               | COUNTRY | SERIAL/REG. NUMBER | REG. DATE |
|------------------------------------|---------|--------------------|-----------|
| SANDLER                            | Brazil  | 813,313,961        | 10/23/89  |
| SANDLER OF BOSTON                  | Brazil  | 811,878,945        | 2/2/88    |
| S.O.B.                             | Canada  | TMA325,631         | 4/3/87    |
| SANDLER OF BOSTON & Cobbler Design | Canada  | TMA466,584         | 11/29/96  |
| MISS SANDLER                       | Mexico  | 457,142            | 4/14/94   |
| S.O.B.                             | Mexico  | 60,400             | 3/26/99   |
| SANDLER                            | Mexico  | 451,453            | 2/4/94    |
| SANDLER OF BOSTON                  | Mexico  | 457,146            | 4/14/94   |

## III. DSW Shoe Warehouse, Inc.

## A. REGISTERED FEDERAL AND STATE TRADEMARKS AND SERVICE MARKS

| MARK  | REGISTRATION NUMBER | REGISTRATION DATE |
|---|---------------------|-------------------|
| A BETTER WAY TO BUY BETTER SHOES                          | 2,081,183           | 7/22/97           |
| CROWN SHOES   | 1,655,849           | 9/03/91           |
| DSW   | 1,891,493           | 4/25/95           |
| DSW   | 2,449,341           | 5/8/01            |
| DSW CLUB  | 2,206,291           | 12/01/98          |
| DSW SHOE WAREHOUSE  | 1,895,449           | 5/23/95           |
| DSW SHOE WAREHOUSE (and Design)                           | 2,238,281           | 4/13/99           |
| DSW SHOES   | 2,356,300           | 6/6/00            |
| DSW SHOES   | 2,366,566           | 7/11/00           |
| REWARD YOUR STYLE   | 2,255,757           | 6/22/99           |
| THE BIGGEST NEWS IN SHOES                                 | 2,211,166           | 12/15/98          |
| WE FIT YOUR STYLE   | 1,951,534           | 1/23/96           |
| WHERE THE ONLY THING BIGGER THAN SAVINGS IS THE SELECTION | 1,786,009           | 8/3/93            |

## B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

| MARK                | SERIAL NUMBER | FILING DATE |
|---------------------|---------------|-------------|
| EXTREME CLEARANCE   | 76/352,696    | 12/21/01    |
| EXTREME CONVENIENCE | 76/355,137    | 1/4/02      |
| EXTREME SELECTION   | 76/355,629    | 1/4/02      |
| EXTREME VALUE       | 76/354,750    | 1/3/02      |

## IV. Value City of Michigan, Inc.

## A. TRADEMARK AND SERVICE MARK REGISTRATIONS

| MARK | REGISTRATION | REGISTRATION |
|------|--------------|--------------|
|------|--------------|--------------|

|   | NUMBER             | DATE     |
|---|--------------------|----------|
| 212°  | 2,419,432          | 1/9/01   |
| A woman's head design                         | 1,041,504          | 6/15/76  |
| ACTIVE ESSENTIALS                             | 1,988,751          | 7/23/96  |
| ALREADY A LEGEND                              | 1,897,574          | 6/6/95   |
| BARBECUE CLASSICS                             | 2,184,734          | 8/25/98  |
| BASIC B/U UTILITIES                           | 1,809,837          | 12/7/93  |
| BETTER LIVING FOR LESS                        | 2,156,940          | 5/12/98  |
| BETTER LIVING FOR LESS!                       | 2,156,939          | 5/12/98  |
| BLUE ZONE (and Design)                        | 1,359,319          | 9/10/85  |
| BODY EQUIP.                                   | 2,213,531          | 12/22/98 |
| BODY EQUIPMENT                                | 2,339,309          | 4/4/00   |
| BODY EQUIPMENT                                | 2,355,433          | 6/6/00   |
| BODY EQUIPMENT                                | 2,391,875          | 10/3/00  |
| BOUNTIFUL BLOOMS                              | 2,230,471          | 3/9/99   |
| BRUSH PALS                                    | 2,223,151          | 2/9/99   |
| BUYOUT UNLIMITED VALUES<br>FOR A LIMITED TIME | 2,097,606          | 9/16/97  |
| C.D.M. CUIR DU MONDE                          | 1,868,909          | 12/20/94 |
| CHESS KING                                    | 0,852,816          | 7/16/68  |
| CHESS KING                                    | 0,871,942          | 6/24/69  |
| CHESS KING (and Design)                       | 1,355,570          | 8/20/85  |
| CIGLIANO                                      | 1,867,052          | 12/13/94 |
| CIGNAL  | 2,397,419          | 10/24/00 |
| CIGNAL  | 2,474,028          | 7/31/01  |
| CLAIRE'S BEARS                                | 2,518,655          | 12/11/01 |
| CLASSIC REMEMBRANCE                           | 2,127,323          | 1/6/98   |
| CLASSIC-HOME                                  | M77-080 (Michigan) | 6/11/93  |
| CLASSIC-HOME                                  | 2,048,535          | 4/1/97   |
| CLOTHES AND EFFECT (and<br>Design)            | 1,852,455          | 9/6/94   |
| CLUB INTERNATIONAL                            | 1,453,246          | 8/18/87  |
| COZZ  | 2,203,393          | 11/17/98 |
| CROWLEY'S                                     | 1,748,601          | 1/26/93  |
| Design of Man and Child<br>(Grandpa's)        | 1,368,323          | 10/29/85 |
| Design of Man Jumping for Joy                 | 2,156,787          | 5/12/98  |
| DESIGNER SHOWPLACE                            | SM4954 (Ohio)      | 5/10/83  |
| DJ'S FASHION CENTER FOR<br>MEN (and Design)   | 20243 (California) | 7/2/84   |
| DJ'S FASHION CENTER FOR<br>MEN (and Design)   | 421156 (Louisiana) | 6/22/84  |
| E ELENA TANNASSI SPORT                        | 2,186,857          | 9/1/98   |
| ELENA TANNASSI                                | 2,345,467          | 4/25/00  |
| ELENA TANNASSI LE<br>COLLEZIONI               | 2,347,297          | 5/2/00   |
| FLORENZI                                      | 1,845,683          | 7/19/94  |
| FLORENZI                                      | 2,519,119          | 12/18/01 |
| FLORENZI FINE LEATHERS                        | 2,376,187          | 8/8/00   |
| FLORENZI WOMAN                                | 2,329,695          | 3/14/00  |
| FREE FALL                                     | 1,422,349          | 12/23/86 |
| FREE FALL (stylized)                          | 1,353,003          | 8/6/85   |
| FREE FALL (stylized)                          | 1,410,638          | 9/23/86  |
| GALLAY (stylized)                             | 1,937,681          | 11/28/95 |

TRADEMARK

REEL: 002513 FRAME: 0105

|  |           |          |
|--|-----------|----------|
| GARAGE JEAN COMPANY                          | 2,261,431 | 7/13/99  |
| GET THE FEELING                              | 2,137,440 | 2/17/98  |
| GRANDPA'S                                    | 1,359,842 | 9/10/85  |
| GUISEPPI VERDI                               | 1,307,165 | 11/27/84 |
| HEY, IT'S YOUR MONEY. GET MORE FOR IT.       | 2,433,069 | 3/6/01   |
| HEY, IT'S YOUR MONEY. GET MORE FOR IT.       | 2,475,650 | 8/7/01   |
| HILL HOUSE                                   | 2,208,871 | 12/8/98  |
| HIS PLACE                                    | 1,708,916 | 8/18/92  |
| HIS PLACE                                    | 2,314,868 | 2/1/00   |
| HOME LIFESTYLES                              | 2,455,579 | 5/29/01  |
| I.O.U.                                       | 1,852,453 | 9/6/94   |
| IN CARD                                      | 1,906,756 | 7/18/95  |
| INTIMATE SECRETS                             | 2,195,611 | 10/13/98 |
| INTIMATE SECRETS                             | 2,285,838 | 10/12/99 |
| IOU.   | 2,341,282 | 4/11/00  |
| IT'S YOUR MONEY                              | 2,433,071 | 3/6/01   |
| IT'S YOUR MONEY                              | 2,492,332 | 9/25/01  |
| J.D. CHRISTOPHER                             | 2,299,257 | 12/14/99 |
| J. CHRISTOPHER                               | 1,428,449 | 10/27/97 |
| JOSEPH RICHARDS                              | 1,786,182 | 8/3/93   |
| KORNER KIDS                                  | 2,419,271 | 1/9/01   |
| MANUAL DANTE                                 | 1,924,686 | 10/3/95  |
| MAZZONI                                      | 2,263,818 | 7/20/99  |
| MEMPHIS BLUES                                | 2,259,855 | 7/6/99   |
| MERRY GO ROUND KIDS                          | 2,327,082 | 3/7/00   |
| OPPORTUNITY KNOCKS. EVERY DAY.               | 2,284,127 | 10/5/99  |
| OUTDOOR LIFESTYLES                           | 2,099,301 | 9/23/97  |
| P.U.R.E. PRODUCTS                            | 2,257,362 | 6/29/99  |
| PARADE OF CLOWNS                             | 2,235,244 | 3/23/99  |
| PUBLIC SUPPLY CO.                            | 2,170,071 | 6/30/98  |
| RIGLIANO                                     | 2,494,122 | 10/2/01  |
| ROSEMARY & IVY                               | 2,098,396 | 9/16/97  |
| SCRIPT                                       | 1,831,409 | 4/19/94  |
| SLEEPGARDEN                                  | 2,350,938 | 5/16/00  |
| SPEND VALENTINE'S DAY WITH US AND SPEND LESS | 2,264,486 | 7/27/99  |
| SPRINGTIME TRADITIONS                        | 2,354,130 | 5/30/00  |
| T. EDWARDS                                   | 1,041,505 | 6/15/76  |
| T. EDWARDS                                   | 2,251,812 | 6/8/99   |
| THE DOLLHOUSE COLLECTION                     | 2,203,366 | 11/10/98 |
| THE GOURMET MARKET (and Design)              | 2,112,367 | 11/11/97 |
| THE GOURMET MARKET (and Design)              | 2,349,129 | 5/9/00   |
| THE MARKET SPECIALTY BLEND                   | 2,349,130 | 5/9/00   |
| THE TUXEDO CLUB                              | 1,508,299 | 10/11/88 |
| 212 TWO HUNDRED TWELVE DEGREES               | 1,885,610 | 3/21/95  |
| U.S.A. CLASSIC                               | 2,024,467 | 12/17/96 |
| U.S.A. CLASSIC                               | 2,136,668 | 2/17/98  |



|                             |           |          |
|-----------------------------|-----------|----------|
| U.S.A. CLASSIC              | 2,280,142 | 9/21/99  |
| U.S.A. CLASSIC              | 2,365,350 | 7/4/00   |
| U.S.A. CLASSIC              | 2,436,378 | 3/20/01  |
| U.S.A. CLASSIC (and Design) | 1,250,470 | 9/6/83   |
| VC VIA COMO                 | 1,912,618 | 8/15/95  |
| VILLAGE GARDENER            | 2,102,148 | 9/30/97  |
| VILLAGE GARDENER            | 2,127,872 | 1/6/98   |
| VILLAGE GARDENER            | 2,127,873 | 1/6/98   |
| VILLAGE GARDENER            | 2,127,874 | 1/6/98   |
| VILLAGE GARDENER            | 2,154,321 | 4/28/98  |
| VILLAGE GARDENER            | 2,155,738 | 5/5/98   |
| VILLAGE GARDENER            | 2,180,515 | 8/11/98  |
| WITCH'S HAUNT               | 2,159,620 | 5/19/98  |
| WONDERLAND COLLECTIBLES     | 2,062,358 | 5/13/97  |
| WONDERLAND TRADITIONS       | 2,067,780 | 6/3/97   |
| WONDERLAND TRADITIONS       | 2,286,915 | 10/19/99 |

B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

| MARK                                      | SERIAL NUMBER | FILING DATE |
|---|---------------|-------------|
| AMERICANA BY TODAY'S LIVING               | 76/349,118    | 12/17/01    |
| CLAIRE'S BEARS                            | 75/671,588    | 3/31/99     |
| CREATIVE LIFESTYLES                       | 76/261,717    | 5/23/01     |
| DEW EUROPEAN WAREHOUSE                    | 75/883,704    | 12/30/99    |
| DFW FASHION WAREHOUSE                     | 75/883,703    | 12/30/99    |
| HEART & SOUL                              | 75/719,246    | 6/2/99      |
| HEART & SOUL                              | 75/981,473    | 6/2/99      |
| OLD BOSTON CANDLES                        | 76/202,443    | 1/30/01     |
| OLDE WORLD CANDLES                        | 76/202,445    | 1/30/01     |
| SPEND THE HOLIDAYS WITH US AND SPEND LESS | 75/439,813    | 2/24/98     |
| TODAY'S LIVING                            | 76/261,834    | 5/23/01     |

C. FOREIGN TRADEMARKS AND SERVICE MARKS

| MARK                    | COUNTRY     | SERIAL/REG. NUMBER | REG. DATE |
|-------------------------|-------------|--------------------|-----------|
| CHESS KING              | Hong Kong   | 613/80             | 11/24/78  |
| I.O.U.                  | Japan       | 2702643            | 1/31/95   |
| I.O.U. and wings Design | Japan       | 2721118            | 5/2/97    |
| I.O.U.                  | Mexico      | 530,436            | 9/6/96    |
| CHESS KING              | Puerto Rico | 7,457              | 6/24/69   |
| I.O.U.                  | Puerto Rico | 31,329             | 9/24/92   |
| CHESS KING              | S. Korea    | 19632              | N/A       |
| CHESS KING              | Singapore   | 78,878             | 1/19/79   |

**SCHEDULE I****Secured Parties**

| <b>Secured Party</b>   | <b>Capacity</b>   |
|--|---|
| National City Commercial Finance, Inc.   | Administrative Agent<br>Collateral Agent<br>Revolving Credit Lender<br>SwingLine Lender |
| Fleet Retail Finance Inc.  | Collateral Agent<br>Syndication Agent<br>Revolving Credit Lender                        |
| National City Bank   | Issuer<br>Co-Lead Arranger  |
| Wells Fargo Retail Finance, LLC  | Co-Documentation Agent<br>Co-Lead Arranger<br>Revolving Credit Lender                   |
| CIT Retail Finance, Inc.   | Co-Documentation Agent<br>Co-Lead Arranger<br>Revolving Credit Lender                   |
| Fleet Securities, Inc.   | Co-Lead Arranger  |
| Any other Revolving Credit Lender which may now or hereafter become party to the Loan Agreement  |   |
| Any other Person to whom the Liabilities are owing, including, without limitation, any Affiliate of any Agent who provides any service or accommodation to, or for the account of, any Borrower pursuant to any Loan Document, including cash management services, Hedge Agreements and the issuances of L/C's |   |

**SCHEDULE II**Borrowers

Value City Department Stores, Inc.  
Shonac Corporation  
DSW Shoe Warehouse, Inc.  
Gramex Retail Stores, Inc.  
Filene's Basement, Inc.  
Value City Limited Partnership  
Value City of Michigan, Inc.  
GB Retailers, Inc.  
VCM, Ltd.