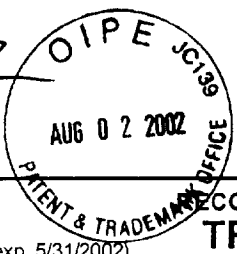


8/2/02

C



08-13-2002



102188017

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

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) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correct Document

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) 76/261,834

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 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

Christopher E. Kondracki
 Signature

7/31/02
 Date

Total number of pages including cover sheet, attachments, and document: 35

08/12/2002 DBYRNE 00000170 193545 76261834 40.00 CH

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

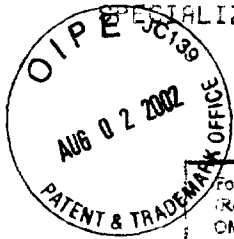
Conveying Party(ies)

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

07/23/2002
700015169



Form PTO-1594 (Rev. 03/01) OMB No. 0551-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
TRADEMARKS ONLY					
▼ ▼ ▼ ▼ ▼ ▼ ▼					
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.			2. Name and address of receiving party(ies) Name: National City Commercial Finance, Inc.		
<input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____			Internal Address: _____ Address: _____ Street Address: 1955 E. Sixth Street City: Cleveland State: OH Zip: 44114		
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State OH <input type="checkbox"/> Other _____		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 8/11/2002			Assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____			B. Trademark Registration No.(s) _____		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki			6. Total number of applications and registrations involved: 187		
Internal Address: _____			7. Total fee (37 CFR 3.41) 4,690		
Street Address: 2001 Jefferson Davis Hwy.,			<input type="checkbox"/> Enclosed		
Suite 505			<input checked="" type="checkbox"/> Authorized to be charged to deposit account		
City: Arlington State: VA Zip: 22202			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	
Total number of pages including cover sheet, attachments, and document: 35					

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

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.

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

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

	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 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 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 (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 MEN (and Design)	20243 (California)	7/2/84
DJ'S FASHION CENTER FOR 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 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: 002561 FRAME: 0323

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
------	--------------	--------------

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

TRADEMARK

REEL: 002561 FRAME: 0325

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

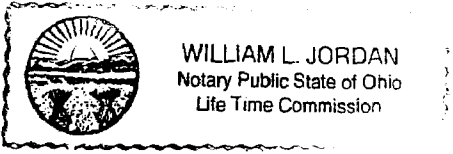
B. FEDERAL AND STATE TRADEMARK AND SERVICE MARK APPLICATIONS

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

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 11th day of JUNE 2002



W. L. Jordan
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.

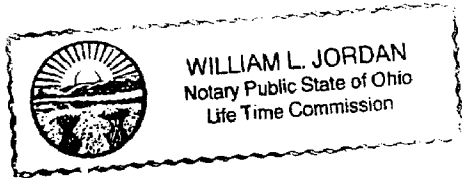
Witness my hand and seal this 7 day of JUNE 2002

Helin Tongue
, Notary Public
My Commission Expires: 4/2/04

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 11th day of JUNE 2002

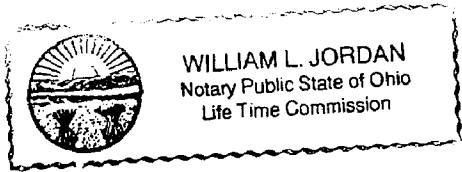


W. Jordan, Notary Public
My Commission Expires:

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 11th day of JUNE 2002

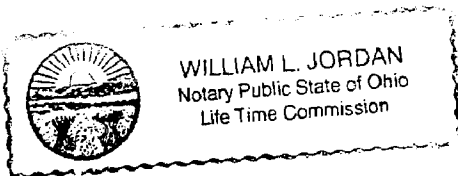


W. Jordan, Notary Public
My Commission Expires:

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 11th day of JUNE 2002

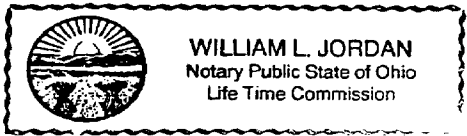


W. Jordan, Notary Public
My Commission Expires:

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 11th day of June 2002

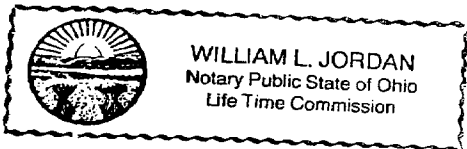


W. Jordan
W. Jordan, Notary Public
My Commission Expires:

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 11th day of June 2002

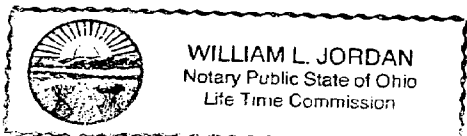


W. Jordan
W. Jordan, Notary Public
My Commission Expires:

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 11th day of June 2002

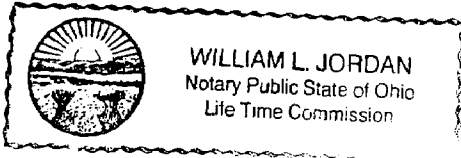


W. Jordan
W. Jordan, Notary Public
My Commission Expires:

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 Department Stores, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11th day of JUNE 2002

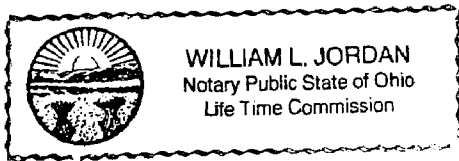


W. Jordan
W. JORDAN, Notary Public
My Commission Expires:

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 Shonac Corporation and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11th day of JUNE 2002

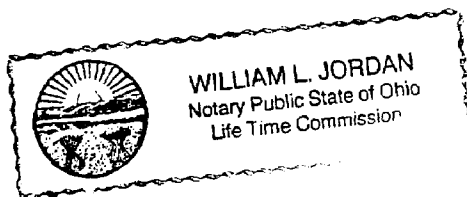


W. Jordan
W. JORDAN, Notary Public
My Commission Expires:

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 DSW Shoe Warehouse, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11th day of JUNE 2002



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

COLLATERAL AGENTS:

NATIONAL CITY COMMERCIAL FINANCE,
INC.

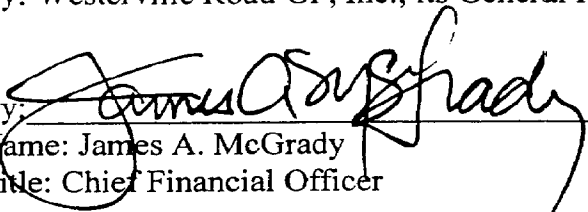
By: Carla Kehres
Name: Carla Kehres
Title: Vice President

FLEET RETAIL FINANCE INC.

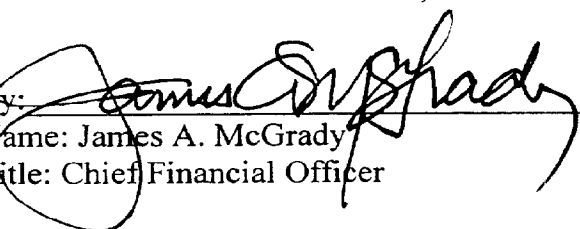
By: James R. Dore
Name: James R. Dore
Title: Vice President

VALUE CITY LIMITED PARTNERSHIP

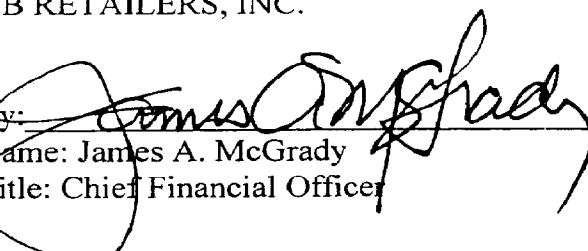
By: Westerville Road GP, Inc., its General Partner

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

VALUE CITY OF MICHIGAN, INC.

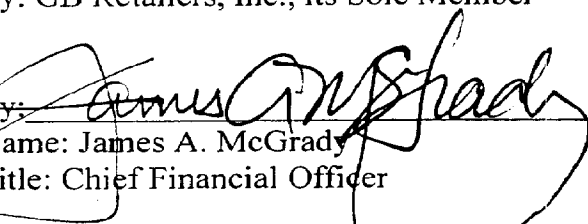
By: 
Name: James A. McGrady
Title: Chief Financial Officer

GB RETAILERS, INC.

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

VCM, LTD.

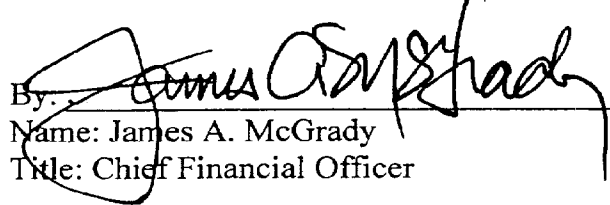
By: GB Retailers, Inc., its Sole Member

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

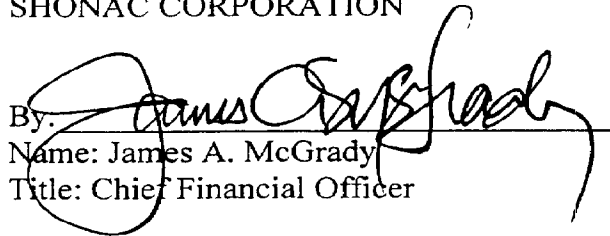
IN WITNESS WHEREOF, the Borrowers and the Collateral Agents respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BORROWERS:

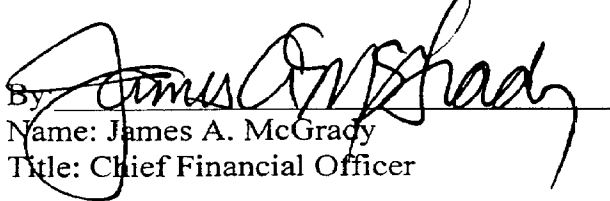
VALUE CITY DEPARTMENT STORES, INC.

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

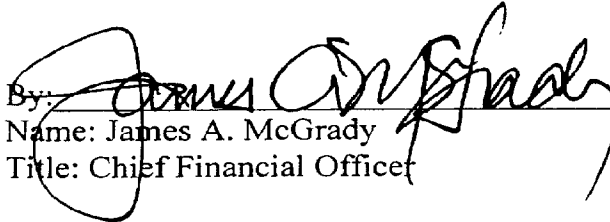
SHONAC CORPORATION

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

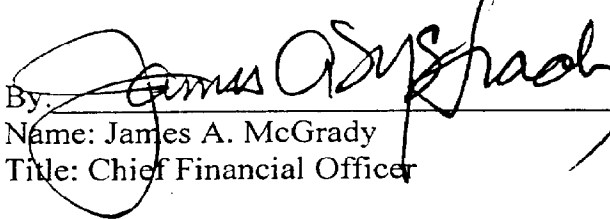
DSW SHOE WAREHOUSE, INC.

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

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

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

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

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.

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

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.

**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

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
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 Gourmet 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
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**

Mark	Registrations
E Elena Tannassi Sport	2,186,857
Elena Tamassi	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
Giuseppi 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

SCHEDULE I

Secured Parties

Secured Party	Capacity
National City Commercial Finance, Inc.	Administrative Agent Collateral Agent Revolving Credit Lender SwingLine Lender
Fleet Retail Finance Inc.	Collateral Agent Syndication Agent Revolving Credit Lender
National City Bank	Issuer Co-Lead Arranger
Wells Fargo Retail Finance, LLC	Co-Documentation Agent Co-Lead Arranger Revolving Credit Lender
CIT Retail Finance, Inc.	Co-Documentation Agent Co-Lead Arranger 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	

**Trademark Applications
Continuation of Item 4A**

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

**Trademark Registrations
 Continuation of Item 4B**

Mark	Registrations
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	1,230,220
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
M1 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**

Mark	Registrations
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**

Mark	Registrations
Rags By Sandler of Boston	2,053,811
S.O.B.	1,389,931
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 Crisie	1,508,239
A Better Way to Buy Better Shoes	2,081,183
Crown Shoes	1,655,349
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 The Selection	1,786,009
212 ^o	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**

Mark	Registrations
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 Applications
Continuation of Item 4A**

Mark	Applications
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	75/581,473