

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Filene's Basement, Inc.		07/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Partners, L.P.		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2366267	FILENE'S BASEMENT	
Serial Number:	76622839	I JUST GOT A BARGAIN!	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq. (014951/0296)		
Signature:	/sas for da/		
Date:	07/07/2005		

Total Attachments: 4

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**TRADEMARK
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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Filene's Basement, Inc., a Delaware corporation, with offices at 25 Corporate Drive, Suite 400, Burlington, Massachusetts 01803 ("Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into that certain Second Amended and restated Senior Loan Agreement, dated July 5, 2005 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Loan Agreement"), in favor of Cerberus Partners, L.P, a Delaware limited partnership, with offices at 299 Park Avenue, New York, New York 10022, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Loan Agreement, the Grantor has assigned to the Grantee, and granted to the Grantee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark) and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

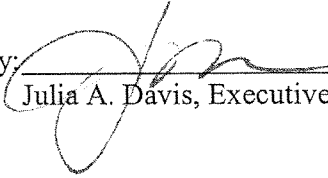
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the lenders a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 5, 2005.

FILENE'S BASEMENT, INC.

By:  _____
Julia A. Davis, Executive Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

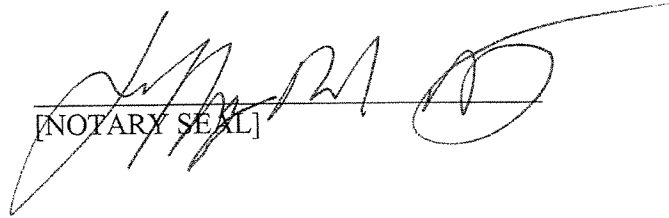
ss.:

COUNTY OF FRANKLIN

On this 30th day of June 2005, before me, the undersigned, personally appeared Julia A. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



JEFFREY DAVID ROBERTS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

[NOTARY SEAL] 

SCHEDULE A
U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Mark</u>	<u>Reg. / Ser. No.</u>
FILENE'S BASEMENT	2,366,267
I JUST GOT A BARGAIN	76/622,839