

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Value City Department Stores LLC		07/05/2005	limited liability company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Partners, L.P.		
<b>Street Address:</b>	299 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1513135	CROWN SHOE RACK	
Registration Number:	1700958	CROWN SHOES KIDS CLUB	
Serial Number:	76608737	CROWN SHOES OUTLET	
Registration Number:	1577107	CROWN SHOES "WHERE PRICE IS KING!"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127562388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Daniel Angel, Esq. (014951/0296)		
<b>Signature:</b>	/sas for da/		

CH \$115.00 1513135

Date:

07/07/2005

Total Attachments: 4

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

**WHEREAS**, Value City Department Stores LLC, an Ohio limited liability company, with offices at 3241 Westerville Road, Columbus, Ohio 43224 ("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.

**VALUE CITY DEPARTMENT STORES LLC**

By:  \_\_\_\_\_

Name: Julia A. Davis

Title: Secretary

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF OHIO

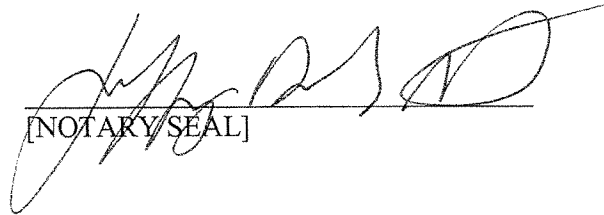
ss.:

COUNTY OF FRANKLIN

On this 30<sup>th</sup> 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**

<b><u>Mark</u></b>	<b><u>Reg. / Ser. No.</u></b>
CROWN SHOE RACK	1,513,135
CROWN SHOES KIDS CLUB	1,700,958
CROWN SHOES OUTLET	76/608,737
CROWN SHOES – "WHERE PRICE IS KING!" (and design)	1,577,107