

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
K's Merchandise Mart, Inc.		04/12/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Gordon Brothers Retail Partners LLC		
Street Address:	40 Broad Street, 11th Floor		
Internal Address:	Attn: Larry Klaff		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78829689	MAKING FINE LIVING AFFORDABLE	
Registration Number:	1666201	A LITTLE DIFFERENT. A LOT BETTER.	
Registration Number:	1924324	K'S MERCHANDISE	
Registration Number:	2181830	ELDRIDGE FINE JEWELRY	
Registration Number:	2428896	CHANGING FOR THE BETTER EVERY DAY	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-574-4153		
Email:	lbillone@goulstonstorrs.com		
Correspondent Name:	Lisa Billone		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa Billone		

OP \$140.00 78829689

Signature:	/Lisa Billone/
Date:	04/18/2006
<p>Total Attachments: 16</p> <p>source=GordonSecurityAgreement#page1.tif source=GordonSecurityAgreement#page2.tif source=GordonSecurityAgreement#page3.tif source=GordonSecurityAgreement#page4.tif source=GordonSecurityAgreement#page5.tif source=GordonSecurityAgreement#page6.tif source=GordonSecurityAgreement#page7.tif source=GordonSecurityAgreement#page8.tif source=GordonSecurityAgreement#page9.tif source=GordonSecurityAgreement#page10.tif source=GordonSecurityAgreement#page11.tif source=GordonSecurityAgreement#page12.tif source=GordonSecurityAgreement#page13.tif source=GordonSecurityAgreement#page14.tif source=GordonSecurityAgreement#page15.tif source=GordonSecurityAgreement#page16.tif</p>	

TRADEMARK SECURITY AGREEMENT

K's Merchandise Mart, Inc. (the "Company"), an Illinois corporation having its principal place of business and its chief executive offices at 3103 N. Charles Street, Decatur, IL 62526, hereby grants, assigns, transfers and conveys to **Gordon Brothers Retail Partners LLC** (the "Lender"), a Delaware limited liability company with an office at 40 Broad Street, 11th Floor, Boston, MA 02109, as collateral security for the payment and performance in full of the Company's obligations under a Loan Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Loan Agreement"), among the Borrower, Guarantor (as each term is defined in the Loan Agreement) and the Lender (the Lender, together with its successors and assigns, being herein sometimes called the "Secured Party"), and the payment and performance of all other Obligations under (and as defined in) the Loan Agreement, a continuing security interest in and first priority lien on all Trademarks (as hereinafter defined).

In addition, with respect to the Trademarks, the Company has executed in blank and delivered to the Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Company hereby authorizes the Lender to complete as assignee and record with the U.S. Patent and Trademark Office of the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lender's remedies under this Trademark Security Agreement and under the Loan Agreement and the Security Agreement. The Company hereby agrees to take all actions necessary to effectuate the transfer of the domain names listed on Schedule A attached hereto and deliver at the Lender's request all papers, instruments, approvals and assignments, including without limitation, approving any transfer authorization requests initiated by the registrar services with which such domain names are registered upon the occurrence and during the continuance of an Event of Default. In addition to, and not by way of limitation of, the foregoing grant of the Trademarks, the Company grants, assigns, transfers, conveys and sets over to the Lender, the Company's entire right, title and interest in and to the Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Lender at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the Bridge Loan is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Company to the Lender or its nominee in lieu of foreclosure).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Loan Agreement and/or the Security Agreement.

The following terms, as used herein, have the meanings set forth below:

5. The Company does not currently have, nor does the Company expect to have any patents, pending patent applications or any other patent rights.

6. The Company shall have the duty, through counsel acceptable to the Secured Party, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, and to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Company. The Company shall not abandon any trademark registration, or abandon any trademark registration without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

7. Except for trademarks no longer used by the Company, the Company shall take all reasonably necessary steps to defend the Trademarks against all claims and demands of all persons at any time claiming the same or any interests in and to the Trademarks adverse to the Secured Party. Until the Obligations shall have been satisfied in full, the Company shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Trademarks, without the Secured Party's prior written consent, except for the security interests granted hereby and liens permitted under the Loan Agreement.

8. The Company shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Trademarks to the full extent permitted by law except to the extent, in the Company's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Company or its operations. If, before all Obligations have been satisfied in full, the Company shall obtain rights to or if the Company develops any new trademark or service mark, the Company shall give the Secured Party prompt written notice of all such trademarks, service marks, extensions and renewals, and the provisions of this Agreement shall automatically apply thereto. The Company authorizes the Secured Party to modify this Agreement, without the necessity of the Company's further approval or signature, by amending Schedule A to include any new trademark, service mark or renewal thereof of the Company applied for and obtained hereafter.

9. The Company shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Company's claim of ownership in any of the Trademarks which could reasonably be expected to have a Material Adverse Effect on the Company. In the event of any material infringement by a third party of any of the Trademarks, the Company shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems reasonably necessary. If the Company shall fail to take such action within two (2) months after such notice is given to the Secured Party, the Secured Party may upon notice to the Company, but shall not be required to, itself take such action in the name of the Company, and the Company hereby

appoints the Secured Party the true and lawful attorney of the Company, for it and in its name, place and stead, on behalf of the Company, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Company, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

10. The Company shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the Commonwealth of Massachusetts or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party and the Lender their respective rights hereunder or in any of the Trademarks, and the Company hereby irrevocably authorizes the Secured Party or its designee, at the Company's expense, to execute such documents, and file such financing statements with respect thereto with or without the Company's signature, as the Secured Party may deem appropriate; provided that the Secured Party shall deliver to the Company copies of all such financing statements and shall terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Company shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Company as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of the Company such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Company at the Company's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Secured Party shall deliver to the Company copies of all such financing statements. The Secured Party may include references to the Company, the Trademarks (and may utilize any logo or other distinctive symbol associated with the Company) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks, the Company shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party (other than as a result of gross negligence or willful misconduct of the Secured Party) in connection with the Secured Party's interest in the Trademarks or any other

action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Company shall retain trademark counsel acceptable to the Secured Party.

11. If any Event of Default shall have occurred and be continuing, the Secured Party may without notice or demand declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Trademarks at public or private sale. The Secured Party shall give to the Company at least ten (10) days' prior written notice (which the Company agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, the Company hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the marks disclosed and claimed in the Trademarks.

To the extent permitted by applicable law, the Company hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Company hereby irrevocably waives the benefits of all such laws.

12. Except for notices specifically provided for herein, the Company hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Company assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall not have any duty as to the protection of the Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights

with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Trademarks unless such waiver is in writing and signed by the Secured Party in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. The Company will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Secured Party's counsel incurred by the Secured Party, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party in furtherance of the transactions contemplated hereby. In addition, after the occurrence and during the continuation of an Event of Default, the Company will also pay all reasonable costs and expenses of the Lender in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights of the Lender under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party in furtherance of the transactions contemplated hereby.

The Company agrees to reimburse the Secured Party for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Secured Party) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements.

14. The Company and the Secured Party may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby, and, in the case of Trademarks the Company proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Trademark the Company proposes to abandon so long as such Trademark is no longer used by the Company and is not material to the operations of the Company, provided that after the occurrence and during the continuance of an Event of Default, the Secured Party's prior written consent will be required prior to any such release and abandonment.

15. The Company shall hold the Secured Party harmless from any and all costs, damages and expenses which may be incurred by the Secured Party or the Company in connection with any action or failure to act by the Secured Party in connection with this

Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party.

16. Any and all rights and interests of the Secured Party in and to the Trademarks (and any and all obligations of the Company with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the obligations of the Company) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and the Loan Agreement and shall not be in derogation thereof.

17. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Company agrees that any suit for the enforcement of this Agreement may be brought in the courts of the Commonwealth of Massachusetts or the United States of America for the District of Massachusetts, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Company by mail at the address specified in the Loan Agreement. The Company hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

18. All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

19. When all Obligations have been paid, performed and indefeasibly discharged in full, and if at the time the Lender is not committed to extend any credit to the Company under the Loan Agreement or under any other Loan Document, this Agreement shall terminate, and the Secured Party shall, upon request and at the Company's expense, execute all such documentation necessary to release its security interest hereunder.

20. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

21. This Agreement and all obligations of the Company shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Agreement. Terms used

herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

22. THE COMPANY AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOAN. Except as prohibited by law, the Company waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 22 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Company (i) certifies that the Secured Party, nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 22.

(Signatures on next page)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of this 17 day of April, 2006.

K'S MERCHANDISE MART, INC., an Illinois corporation

By: D. Kay Eldridge
Name: D. Kay Eldridge
Title: President

Accepted:

GORDON BROTHERS RETAIL PARTNERS LLC, as Lender

By: _____
Name: Alan R. Goldstein
Title: Chief Financial Officer and Executive Vice President

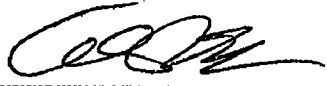
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of this 12 day of April, 2006.

K'S MERCHANDISE MART, INC., an Illinois corporation

By: _____
Name:
Title:

Accepted:

GORDON BROTHERS RETAIL PARTNERS, LLC, as Lender

By: 
Name: Alan R. Goldstein
Title: Chief Financial Officer and Executive Vice President

STATE OF ILLINOIS)
)
COUNTY OF MACON) ss.
)

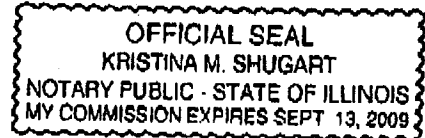
I, Kristina M. Shugart, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that D. Kay Eldridge, the
President of K'S MERCHANDISE MART, INC. personally known to me to
be the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he signed and delivered said
instrument as such officer of such corporation, as his own free and voluntary act and as
the free and voluntary act of such corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of April, 2006.

Kristina M. Shugart

NOTARY PUBLIC

My Commission Expires:
Sept. 13, 2009



SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
A Little Different. A Lot Better.	K's Merchandise Mart, Inc.	Live; Renewal Due 11/26/2011	1,666,201	11/26/1991
K's Merchandise	K's Merchandise Mart, Inc.	Live; Renewal Due 10/3/2015	1,924,324	10/3/1995
Eldridge Fine Jewelry	K's Merchandise Mart, Inc.	Live; Renewal Due 8/18/2008	2,181,830	8/18/1998
Changing For The Better Every Day	K's Merchandise Mart, Inc.	Live; §8 Declaration Due 2/13/2007	2,428,896	2/13/2001

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application Number</u>	<u>Filing Date</u>
Making Fine Living Affordable	K's Merchandise Mart, Inc.	Pending	78/829,689	3/6/2006

TRADEMARK LICENSES

NONE

DOMAIN NAMES

<u>Domain Name</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Registrar Service</u>
ksmerchandise.com	3/25/97	3/26/2015	Network Solutions

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, K's Merchandise Mart, Inc., a corporation organized and existing under the laws of the State of Illinois, having a principal place of business and its chief executive offices at 3103 North Charles Street, Decatur, IL 62526 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Gordon Brothers Retail Partners LLC, a Delaware limited liability company organized and existing under the laws of the Commonwealth of Massachusetts having a place of business at 40 Broad Street, 11th Floor, Boston, MA 02109 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of April, 2006.

K'S MERCHANDISE MART, INC.

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

**GORDON BROTHERS RETAIL
PARTNERS LLC**

By: _____
Name:
Title:

STATE OF ILLINOIS

)

) ss.

COUNTY OF _____

)

On this the ____ day of April, 2006, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of K's Merchandise Mart, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of K's Merchandise Mart, Inc.

Notary Public

My commission expires:

ANNEX

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
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