

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCTM, Inc.		12/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association, as Agent
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1298161	CASUAL CORNER
Registration Number:	0645435	CASUAL CORNER
Registration Number:	1142930	CASUAL CORNER
Registration Number:	2797383	CASUAL CORNER
Registration Number:	0861532	CASUAL CORNER
Registration Number:	2070080	CASUAL CORNER & CO.
Registration Number:	2919853	GRAPEFRUIT MINT CASUAL CORNER
Registration Number:	2122420	CASUAL CORNER GROUP
Registration Number:	2929663	CASUAL CORNER LIME JASMINE
Registration Number:	2070081	CASUAL CORNER OUTLET
Registration Number:	2070082	CASUAL CORNER WOMAN OUTLET
Registration Number:	2307211	COLLECTIBLES CASUAL CORNER
Registration Number:	2313497	COLLECTIBLES CASUAL CORNER
Registration Number:	2958141	COZY SOCK

OP \$740.00 1298161

Registration Number:	2918150	COZY TEDDY
Registration Number:	2925921	COZY ROBE
Registration Number:	2995967	COZY SHORTIE
Registration Number:	0943442	AUGUST MAX
Registration Number:	2861648	AUGUST MAX
Registration Number:	1831424	AUGUST MAX WOMAN
Registration Number:	1605127	AUGUST MAX WOMAN
Registration Number:	2313496	COLLECTIBLES AUGUST MAX WOMAN
Registration Number:	2392065	COLLECTIBLES AUGUST MAX WOMAN
Registration Number:	2147455	PETITE AUGUST MAX WOMAN
Serial Number:	78200702	CASUAL CORNER
Serial Number:	78423860	COZY HAT
Serial Number:	78423937	COZY SCARF
Serial Number:	78424031	COZY GLOVE
Registration Number:	2863726	CASUAL CORNER EUCALYPTUS THYME

CORRESPONDENCE DATA

Fax Number: (917)368-7111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-661-9100 x890
Email: hlinehan@oshr.com
Correspondent Name: Helen M. Linehan
Address Line 1: 230 Park Avenue
Address Line 2: Otterbourg, Steindler, Houston & Rosen
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Helen M. Linehan
Signature:	/Helen M. Linehan/
Date:	02/23/2007

Total Attachments: 20
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EXHIBIT A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Registration No.
1298161
645435
1142930
2797383
861532
2070080
2863726
2919853
2122420
2929663
2070081
2070082
2307211
2313497
2958141
2925921
2918150
2995967
0943442
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1831424
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2147455

Application No.
78200702
78423860
78423937
78424031

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated as of December 5, 2006, is by and between CCTM, INC., a Delaware corporation ("Debtor"), with its chief executive office at 450 Winks Lane, Bensalem, PA 19020, and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Charming Shoppes, Inc., a Pennsylvania corporation, CSI Industries, Inc., a Delaware corporation, Charming Shoppes of Delaware, Inc., a Pennsylvania corporation, FB Apparel, Inc., an Indiana corporation, Catherines Stores Corporation, a Tennessee corporation, Lane Bryant, Inc., a Delaware corporation, and Crosstown Traders, Inc., a Delaware corporation (individually and collectively hereinafter referred to as the "Borrowers") and Secured Party have entered into financing arrangements pursuant to which Secured Party and Lenders (as hereinafter defined) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Second Amended and Restated Loan and Security Agreement, dated July 28, 2005, by and among Secured Party, the financial institutions from time to time party thereto, as lenders (collectively, together with Secured Party, "Lenders"), Wells Fargo Foothill, LLC, as documentation agent, and Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all Obligations (as hereinafter defined) as set forth in the Second Amended and Restated Guarantee, dated July 28, 2005, by Debtor and certain of its affiliates in favor of Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee"); and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Borrowers and Additional L/C Debtors pursuant thereto, Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and full and final payment of all of the Obligations, Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, collective marks, certification marks, Internet domain names, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming the Debtor as licensor or licensee and providing for the grant of any rights concerning any Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrowers, Obligors and the Additional L/C Debtors to Secured Party and Lenders, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the Guarantee and the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor or any Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or

contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except that Debtor may license any Trademark to any direct or indirect subsidiary of Charming Shoppes, Inc. and except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise for the benefit of Lenders of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do after notice to Debtor, as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral (without limiting the right of Debtor or abandon Trademarks not used or useful in its business accordance with Section 3(b) hereof), or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection

charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor shall give Secured Party written notice no later than ten (10) days following such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party, for the benefit of Lenders.

(h) Except as set forth on Exhibit A, Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby a Trademark may become abandoned, invalidated, unenforceable, avoided, or avoidable, except to the extent that any such Trademark may no be longer used or useful in the business of Debtor or Borrowers and Debtor has given Secured Party notice of its intention to abandon such Trademark. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would cause a Material Adverse Effect. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party and any Lender, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal

expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for any liability arising out of the Secured Party's or any Lender's acts or omissions constituting gross negligence or willful misconduct, as determined pursuant to a final and non-appealable judgment or order of a court of competent jurisdiction. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and any Lender as set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party or the Required Lenders (as such term is defined in the Loan Agreement), upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies, for and on behalf of Lenders, which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party, for the benefit of Lenders, by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of

intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine in accordance with the Loan Agreement. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, any Lender and their respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, County of New York and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor, Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party and Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce Secured Party's and Lenders' rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's or any Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party or any Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR, SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: CCTM, INC.
c/o Charming Shoppes, Inc.
450 Winks Lane
Bensalem, Pennsylvania 19020
Attention: Chief Financial Officer

with a copy to: CCTM, INC.
c/o Charming Shoppes, Inc.
450 Winks Lane
Bensalem, Pennsylvania 19020
Attention: General Counsel

If to Secured Party: Wachovia Bank, National Association, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager

(b) Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Lenders. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CCTM, INC.

By: Kathleen H. Lieberman
Name: Kathleen H. Lieberman
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CCTM, INC.

By: Kathleen H. Lieberman
Name: Kathleen H. Lieberman
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

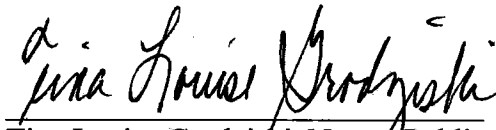
By: Suzuki
Title: Vice President

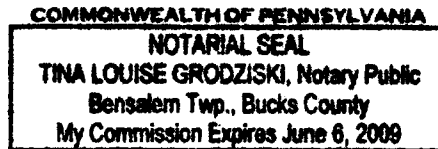
COMMONWEALTH OF PENNSYLVANIA)

) ss.:

COUNTY OF BUCKS)


On this 5th day of December, 2006, before me personally came Kathleen H. Lieberman, to me known, who being duly sworn, did depose and say, that she is the Vice President of CCTM, Inc., the Delaware corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.


Tina Louise Grodziski, Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of February, 2007, before me personally came Sang Kim, to me known, who, being duly sworn, did depose and say, that he is a Vice President of Wachovia Bank, National Association, the association described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said association.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2006
10

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS

A. Registrations

Registration No.	Mark	Class
1298161	CASUAL CORNER	42
645435	CASUAL CORNER	25
1142930	CASUAL CORNER	42
2797383	CASUAL CORNER	18
861532	CASUAL CORNER	25
2070080	CASUAL CORNER & CO.	35
2863726	CASUAL CORNER EUCALYPTUS THYME	3
2919853	GRAPEFRUIT MINT CASUAL CORNER	3
2122420	CASUAL CORNER GROUP	35
2929663	CASUAL CORNER LIME JASMINE (& design)	3
2070081	CASUAL CORNER OUTLET	35
2070082	CASUAL CORNER WOMAN OUTLET	35
2307211	COLLECTIBLES CASUAL CORNER	35
2313497	COLLECTIBLES CASUAL CORNER	25
2958141	COZY SOCK	25
2925921	COZY ROBE	25
2918150	COZY TEDDY	28
2995967	COZY SHORTIE	25
0943442	AUGUST MAX	42
2861648	AUGUST MAX	25
1831424	AUGUST MAX WOMAN	25
1605127	AUGUST MAX WOMAN	42
2,313,496	COLLECTIBLES AUGUST MAX WOMAN	25
2,392,065	COLLECTIBLES AUGUST MAX WOMAN	35
2147455	PETITE AUGUST MAX WOMAN	25

B. Pending Applications

Application No.	Mark	Class
78200702	CASUAL CORNER (& design)	3
78423860	COZY HAT	25
78423937	COZY SCARF	25
78424031	COZY GLOVE	25

FOREIGN TRADEMARKS

A. Registrations

Country	Registration No.	Mark	Class
Canada	366113	CASUAL CORNER	42
Canada	471787	CASUAL CORNER	9, 35
Canada	542903	AUGUST MAX WOMAN	25, 35
China	1746571	CASUAL CORNER	25
China	1786897	CASUAL CORNER - TRANSLITERATION	25
China	1746565	AUGUST MAX WOMAN	25
China	1786896	AUGUST MAX WOMAN - Transliteration	25
European Community	2638112	CASUAL CORNER	25
European Community	003284429	AUGUST MAX - Class 25 & 35	25, 35
European Community	002636652	AUGUST MAX WOMAN	25
Hong Kong	2003B16664	CASUAL CORNER	25
Hong Kong	B5742/2003	CASUAL CORNER - Transliteration	25
Hong Kong	300069156	AUGUST MAX	25
Hong Kong	300069886	AUGUST MAX - Transliteration	25
Hong Kong	200213449	AUGUST MAX WOMAN	25
Hong Kong	1680/2002	AUGUST MAX WOMAN - Transliteration	25
Iceland	569/2002	CASUAL CORNER	25
Iceland	568/2002	AUGUST MAX WOMAN	25
Japan	4850227	AUGUST MAX	25
Korea	569773	CASUAL CORNER (stylized)	25
Korea	523843	THE CASUAL CORNER GROUP INC.	25
Korea	569774	COLLECTIBLES AUGUST MAX WOMAN	25
Liechtenstein	12527	CASUAL CORNER	25
Liechtenstein	12528	AUGUST MAX WOMAN	25
Mexico	556589	CASUAL CORNER	42
Mexico	744431	CASUAL CORNER	25
Mexico	853516	AUGUST MAX	25
Mexico	866261	AUGUST MAX	35
Mexico	716238	AUGUST MAX WOMAN	25
Mexico	556588	AUGUST MAX WOMAN - CL 42	42
Norway	217903	CASUAL CORNER	25
Norway	217483	AUGUST MAX WOMAN	25
Puerto Rico	55229	CASUAL CORNER	25
Puerto Rico	55233	CASUAL CORNER	35
Puerto Rico	55227	AUGUST MAX WOMAN	25
Puerto Rico	55236	AUGUST MAX WOMAN	35
Switzerland	507778	CASUAL CORNER	25
Switzerland	501138	AUGUST MAX WOMAN	25
Taiwan	999571	CASUAL CORNER	25
Taiwan	1008143	CASUAL CORNER - TRANSLITERATION	25
Taiwan	1131890	AUGUST MAX	25
Taiwan	999570	AUGUST MAX WOMAN	25
Taiwan	1008142	AUGUST MAX WOMAN - Transliteration	25
Vietnam	16005	CASUAL CORNER	42
Vietnam	16006	AUGUST MAX WOMAN	42

B. Pending Applications

Country	Application No.	Mark	Class
Canada	1184101	AUGUST MAX - Class 25 & 35	25, 35
China	3903949	AUGUST MAX	25
China	3903950	AUGUST MAX - Transliteration	25
Japan	23137/2004	CASUAL CORNER	25, 35

DOMAIN NAMES REGISTERED

Domain Name	Date Registered	Date Expires	Register Service
casualcorner.biz	08/07/02	08/06/12	Network Solutions
casualcorner.com	10/16/95	10/15/09	Network Solutions
casualcorner.net	12/21/99	12/21/10	Network Solutions
casualcorner.org	12/21/99	12/21/10	Network Solutions
casualcornerandco.com	4/12/00	04/12/11	Network Solutions
casualcornerandco.net	4/12/00	04/12/11	Network Solutions
casualcornerandco.org	4/12/00	4/12/11	Network Solutions
casualcornerannex.com	12/21/99	12/21/10	Network Solutions
casualcornerannex.net	12/21/99	12/21/10	Network Solutions
casualcornerannex.org	12/21/99	12/21/10	Network Solutions
casualcornerco.com	04/12/00	04/12/11	Network Solutions
casualcornerco.net	04/12/00	04/12/11	Network Solutions
casualcornerco.org	04/12/00	04/12/11	Network Solutions
casualcornergroup.com	03/27/00	03/27/11	Network Solutions
casualcorneroutlet.com	12/21/99	12/21/10	Network Solutions
casualcorneroutlet.net	12/21/99	12/21/10	Network Solutions
casualcorneroutlet.org	12/21/99	12/21/10	Network Solutions
casualcorneroutlets.com	07/03/00	07/03/11	Network Solutions
casualcornershoes.com	03/27/01	03/27/11	Network Solutions
casualcornerwoman.com	12/21/99	12/21/10	Network Solutions
casualcornerwoman.net	12/21/99	12/21/10	Network Solutions
casualcornerwoman.org	12/21/99	12/21/10	Network Solutions
collectiblescasualcorner.com	01/13/00	01/13/11	Register.com
augustmax.biz	08/07/02	08/06/12	Network Solutions
augustmax.com	04/24/99	04/24/11	Network Solutions
augustmax.net	12/17/99	12/17/10	Network Solutions
augustmax.org	12/17/99	12/17/10	Network Solutions
augustmax.us	08/7/02	08/06/12	US Registrar LLC
augustmaxwoman.biz	08/07/02	08/06/12	Network Solutions
augustmaxwoman.com	09/28/99	09/28/11	Network Solutions
augustmaxwoman.net	12/17/99	12/17/10	Network Solutions
augustmaxwoman.org	12/17/99	12/17/10	Network Solutions
augustmaxwoman.us	08/07/02	08/06/12	US Registrar LLC
augustmaxwomanannex.com	12/17/99	12/17/10	Network Solutions
augustmaxwomanannex.net	12/17/99	12/17/10	Network Solutions
augustmaxwomanannex.org	12/20/99	12/20/10	Network Solutions
collectiblesaugustmaxwoman.com	01/13/00	01/13/11	Register.com

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

LIST OF LICENSES

1. License Agreement between Gordon Brothers Group, LLC and Retail Brand Alliance, Inc. effective as of July 31, 2005 and Assignment of License Agreement from Gordon Brothers Group, LLC to CCTM, Inc. dated as of December 5, 2006; and
2. Intercompany License Agreements

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)

) ss.:

COUNTY OF BUCKS)

KNOW ALL MEN BY THESE PRESENTS, that CCTM, Inc. ("Debtor"), having an office at 450 Winks Lane, Bensalem, PA 19020, hereby appoints and constitutes, severally, WACHOVIA BANK, NATIONAL ASSOCIATION, as agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2006

CCTM, INC.

By: _____

Title: _____