

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
VICTRON STORES, L.P.		06/07/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	CITIBANK,N.A., as Administrative Agent		
Street Address:	8401 North Central Expressway		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78766695	VICTRON	
Serial Number:	77186966	V	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147455226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	1201 Elm Street		
Address Line 2:	5400 Renaissance Tower		
Address Line 4:	Dallas, TEXAS 75270		
ATTORNEY DOCKET NUMBER:	641-128 VICTRON STORES LP		
NAME OF SUBMITTER:	Andrea Walker		

OP \$65.00 78766695

Signature:	/Andrea Walker/
Date:	06/13/2007
Total Attachments: 3 source=641-128 tm sec agrmt Victron Stores, LP#page1.tif source=641-128 tm sec agrmt Victron Stores, LP#page2.tif source=641-128 tm sec agrmt Victron Stores, LP#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of June 7, 2007 ("*Effective Date*") by VICTRON STORES, L.P, a Texas limited partnership having a principal place of business at 901 Ferris Avenue, Waxahachie, Texas 75165 (the "*Debtor*"), in favor of CITIBANK, N.A., a national banking association, having a principal place of business at 8401 North Central Expressway, Suite 500, Dallas, Texas 75225, as Administrative Agent for the Secured Parties (in such capacity, "*Administrative Agent*").

Recitals:

A. Debtor and Administrative Agent are parties to that certain Pledge and Security Agreement dated as of June 7, 2007 (as amended, restated, or otherwise modified from time to time, the "*Security Agreement*"). For purposes of this Agreement, all terms defined in this Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement.

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Administrative Agent, for the benefit of the Secured Parties, a lien and security interest in all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, to secure the performance of the Secured Obligations, which business is ongoing and existing.

Agreement:


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and assigns to Administrative Agent, for the benefit of the Secured Parties, to secure the payment and performance of the Secured Obligations, a continuing security interest, lien and collateral assignment in all of Debtor's right, title, and interest in, to and under the Trademarks, whether presently existing or hereafter created or acquired, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (including without limitation those applications listed on *Schedule 1* to this Agreement), all reissues, extensions, and renewals thereof, all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, the right to sue for past, present, and future infringements of any of the foregoing, all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement, dilution or injury to the goodwill associated with the foregoing, all rights corresponding to any of the foregoing throughout the world, and all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and the Secured Parties with respect to the liens and security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the Effective Date.

VICTRON STORES, L.P.

By: Victron Investment, L.L.C.,
Its General Partner

By: 

Ali Sharaf, President

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record	Trademark	US Registration / Serial No.	Registration / Filing Date	Status	International Class / Goods & Services
Victron Stores, LP	VICTRON	78/766,695	12/05/2005 (intent to use)	Pending – Allowed 11/07/2006	<u>Class 35</u> : Retail store services in the field of general merchandise
Victron Stores, LP	V & Design	77/186,966	5/22/2007	Pending	