

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DOLLAR GENERAL MERCHANDISING, INC.		07/06/2007	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	CITICORP NORTH AMERICA, INC., as Collateral Agent
<b>Street Address:</b>	399 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
Serial Number:	78888169	SAVE TIME. SAVE MONEY. EVERY DAY.
Registration Number:	3174687	AMERICAN VALUE
Registration Number:	3159752	DOLLAR GENERAL
Registration Number:	3118060	DOLLAR GENERAL
Registration Number:	2947983	DOLLAR GENERAL
Registration Number:	2947982	DOLLAR GENERAL
Registration Number:	2947981	DOLLAR GENERAL
Registration Number:	2947979	DOLLAR GENERAL
Registration Number:	2912893	DOLLAR GENERAL MARKET
Registration Number:	2673316	DOLLAR GENERAL
Registration Number:	2599690	KISSY KISSY HUG HUG
Registration Number:	2522829	FINE & DANDY
Registration Number:	2576769	VICTORIAN BEAUTY
Registration Number:	2556093	PREMIER INTERNATIONAL

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Registration Number:	2602816	SAVE TIME. SAVE MONEY. DOLLAR GENERAL
Registration Number:	2614861	HOLIDAY STYLE
Registration Number:	2679921	CLOVER VALLEY
Registration Number:	2433937	DG GUARANTEE
Registration Number:	2412180	MY PAL
Registration Number:	2385253	DG
Registration Number:	2546014	MY PAL BUILDING BLOCKS FOR LITTLE WARDROBES.
Registration Number:	2589304	KITCHEN ELEMENTS
Registration Number:	2564327	A BETTER LIFE FOR EVERYONE!
Registration Number:	2840528	AMERICAN VALUE
Registration Number:	2534603	GOT A MINUTE? GET A LOT!
Registration Number:	2402825	POWERIZE
Registration Number:	2478427	DOLLAR GENERAL EVERY DAY
Registration Number:	2443284	DOLLAR GENERAL \$1 EVERY DAY
Registration Number:	2418285	STOW AWAYS
Registration Number:	2517967	COUNTRY ELEMENTS
Registration Number:	2382419	DOLLAR GENERAL GOLF CLASSIC
Registration Number:	2384856	DOLLAR GENERAL GOLF CLASSIC
Registration Number:	2499318	DG
Registration Number:	2478358	DOLLAR GENERAL EVERY DAY
Registration Number:	2553059	FAMILY TRADITIONS
Registration Number:	2488144	FAMILY TRADITIONS
Registration Number:	2702790	DG GUARANTEE
Registration Number:	2654637	AMERICAN VALUE
Registration Number:	2400609	PREMIER INTERNATIONAL
Registration Number:	2327189	CROSSBOW
Registration Number:	2317225	PREMIER INTERNATIONAL
Registration Number:	2258138	OPEN TRAILS
Registration Number:	2130040	DG
Registration Number:	1972697	DOLLAR GENERAL
Registration Number:	1705134	PREMIER INTERNATIONAL
Registration Number:	1726693	PENNY LANE
Registration Number:	1735722	LAURA KATHERINE
Registration Number:	1642403	THE TOWN'S MOST UNUSUAL STORE
		EVERY DAY IS DOLLAR DAY!...AT YOUR DOLLAR GENERAL

**TRADEMARK**

**REEL: 003614 FRAME: 0349**

Registration Number:	1651816	STORE
Registration Number:	1494217	GENERAL STORY
Registration Number:	1493097	S STORY
Registration Number:	0881060	DOLLAR GENERAL
Registration Number:	1952315	UNI-LAB
Registration Number:	1752567	OPEN TRAILS
Registration Number:	1791692	MY PAL
Registration Number:	1424943	OPEN TRAILS
Registration Number:	2210926	DOLLAR GENERAL OUR NAME SAYS IT ALL.
Registration Number:	2498548	CLOVER VALLEY
Registration Number:	0833446	CLOVER VALLEY
Registration Number:	2388304	CROSSBOW
Registration Number:	2355987	MY PAL

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0809
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	09/04/2007

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time) (this "Agreement"), dated as of July 6, 2007, is entered into by **Dollar General Merchandising, Inc.**, a Tennessee Corporation, (the "Grantor") in favor of **Citicorp North America, Inc.**, as Collateral Agent for the Secured Parties ("Collateral Agent").

**WHEREAS**, Company, the lenders or other financial institutions or entities party thereto from time to time, Collateral Agent, and certain other parties as named therein have entered into that certain Credit Agreement, dated as of July 6, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement").

**WHEREAS**, it is a condition under the Credit Agreement that the Grantors shall have executed and delivered that certain Security Agreement, dated as of July 6, 2007, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement");

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS.** Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, but not limited to, the registrations and applications referred to in Schedule A hereto, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (iv) all rights, priorities and privileges relating to the foregoing and all rights to sue at law

or in equity for any past, present, or future infringement, dilution or other impairment thereof, including the right to receive all proceeds or damages therefrom, provided, however, that the foregoing shall not include any "intent-to-use" application prior to the filing of and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto to the extent, if any, that solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under applicable federal law.

**SECTION 3. PRECEDENCE.** The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

**SECTION 4. RECORDATION.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**SECTION 5. AMENDMENTS IN WRITING.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the affected Grantor and the Collateral Agent in accordance with Section 13.1 of the Credit Agreement.

**SECTION 6. GENERAL.**

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

(b) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

**DOLLAR GENERAL MERCHANDISING, INC.**

By: Wade Smith  
Name: WADE SMITH  
Title: TREASURER

**CITICORP NORTH AMERICA, INC.**

Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

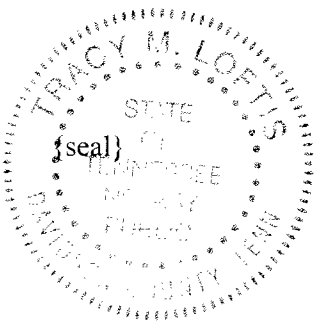
STATE OF Tennessee)  
COUNTY OF Davidson)

ss.

On this 29<sup>th</sup> day of August, 2007 before me personally appeared [Wade Smith], [Treasurer], and [ ] proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

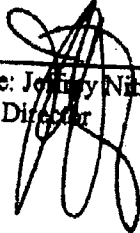
[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires NOV. 22, 2008



**CITICORP NORTH AMERICA, INC.**  
Collateral Agent

By:

  
Name: Jeffrey Nitz  
Title: Director

NY\1300270



SCHEDULE A

TRADEMARK SECURITY AGREEMENT

Debtor/Grantor	Title	Serial/ Registration No.
Dollar General Merchandising, Inc.	SAVE TIME. SAVE MONEY. EVERY DAY.	3,217,925
Dollar General Merchandising, Inc.	AMERICAN VALUE	3,174,687
Dollar General Merchandising, Inc.	DOLLAR GENERAL	3,159,752
Dollar General Merchandising, Inc.	DOLLAR GENERAL	3,118,060
Dollar General Merchandising, Inc.	DOLLAR GENERAL AND DESIGN	2,947,983
Dollar General Merchandising, Inc.	DOLLAR GENERAL	2,947,982
Dollar General Merchandising, Inc.	DOLLAR GENERAL	2,947,981
Dollar General Merchandising, Inc.	DOLLAR GENERAL	2,947,979
Dollar General Merchandising, Inc.	DOLLAR GENERAL MARKET	2,912,893
Dollar General Merchandising, Inc.	DOLLAR GENERAL	2,673,316
Dollar General Merchandising, Inc.	KISSY KISSY HUG HUG	2,599,690
Dollar General Merchandising, Inc.	FINE & DANDY	2,522,829
Dollar General Merchandising, Inc.	VICTORIAN BEAUTY	2,576,769
Dollar General Merchandising, Inc.	PREMIER INTERNATIONAL	2,556,093
Dollar General Merchandising, Inc.	SAVE TIME. SAVE MONEY. DOLLAR GENERAL.	2,602,816
Dollar General Merchandising, Inc.	HOLIDAY STYLE	2,614,861
Dollar General Merchandising, Inc.	CLOVER VALLEY	2,679,921
Dollar General Merchandising, Inc.	DG GUARANTEE	2,433,937
Dollar General Merchandising, Inc.	MY PAL	2,412,180
Dollar General Merchandising, Inc.	DG	2,385,253
Dollar General Merchandising, Inc.	MY PAL BUILDING BLOCKS FOR LITTLE WARDROBES AND DESIGN	2,546,014
Dollar General	KITCHEN ELEMENTS	2,589,304

<b>Debtor/Grantor</b>	<b>Title</b>	<b>Serial/ Registration No.</b>
Merchandising, Inc.		
Dollar General Merchandising, Inc.	A BETTER LIFE FOR EVERYONE!	2,564,327
Dollar General Merchandising, Inc.	AMERICAN VALUE	2,840,528
Dollar General Merchandising, Inc.	GOT A MINUTE? GET A LOT!	2,534,603
Dollar General Merchandising, Inc.	POWERIZE	2,402,825
Dollar General Merchandising, Inc.	DOLLAR GENERAL EVERY DAY AND DESIGN	2,478,427
Dollar General Merchandising, Inc.	DOLLAR \$1 EVERY DAY AND DESIGN	2,443,284
Dollar General Merchandising, Inc.	STOW AWAYS	2,418,285
Dollar General Merchandising, Inc.	COUNTRY ELEMENTS	2,517,967
Dollar General Merchandising, Inc.	DOLLAR GENERAL GOLF CLASSIC	2,382,419
Dollar General Merchandising, Inc.	DOLLAR GENERAL GOLF CLASSIC AND DESIGN	2,384,856
Dollar General Merchandising, Inc.	DG	2,499,318
Dollar General Merchandising, Inc.	DOLLAR GENERAL EVERY DAY	2,478,358
Dollar General Merchandising, Inc.	FAMILY TRADITIONS	2,553,059
Dollar General Merchandising, Inc.	FAMILY TRADITIONS	2,488,144
Dollar General Merchandising, Inc.	DG GUARANTEE	2,702,790
Dollar General Merchandising, Inc.	AMERICAN VALUE	2,654,637
Dollar General Merchandising, Inc.	PREMIER INTERNATIONAL	2,400,609
Dollar General Merchandising, Inc.	CROSSBOW	2,327,189
Dollar General Merchandising, Inc.	PREMIER INTERNATIONAL	2,317,225
Dollar General Merchandising, Inc.	OPEN TRAILS AND DESIGN	2,258,138
Dollar General Merchandising, Inc.	DG	2,130,040
Dollar General Merchandising, Inc.	DOLLAR GENERAL AND DESIGN	1,972,697
Dollar General Merchandising, Inc.	PREMIER INTERNATIONAL	1,705,134
Dollar General	PENNY LANE	1,726,693

Debtor/Grantor	Title	Serial/ Registration No.
Merchandising, Inc.		
Dollar General Merchandising, Inc.	LAURA KATHERINE	1,735,722
Dollar General Merchandising, Inc.	THE TOWN'S MOST UNUSUAL STORE	1,642,403
Dollar General Merchandising, Inc.	EVERY DAY IS DOLLAR DAY!...AT YOUR DOLLAR GENERAL STORE	1,651,816
Dollar General Merchandising, Inc.	GENERAL STORY	1,494,217
Dollar General Merchandising, Inc.	S STORY	1,493,097
Dollar General Merchandising, Inc.	DOLLAR GENERAL	0,881,060
Dollar General Merchandising, Inc.	UNI-LAB	1,952,315
Dollar General Merchandising, Inc.	OPEN TRAILS	1,752,567
Dollar General Merchandising, Inc.	MY PAL	1,791,692
Dollar General Merchandising, Inc.	OPEN TRAILS	1,424,943
Dollar General Merchandising, Inc.	DOLLAR GENERAL OUR NAME SAYS IT ALL AND DESIGN	2,210,926
Dollar General Merchandising, Inc.	CLOVER VALLEY	2,498,548
Dollar General Merchandising, Inc.	CLOVER VALLEY	0,833,446
Dollar General Merchandising, Inc.	CROSSBOW	2,388,304
Dollar General Merchandising, Inc.	MY PAL	2,355,987
Dollar General Merchandising, Inc.	EZSTORE	78/642,660
Dollar General Merchandising, Inc.	SUNRISE HILL	78/467,058