

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
GOTTSCHALKS INC.		09/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	78650975	G BABY	
Serial Number:	78651055	G CLUB	
Serial Number:	78651081	G BASICS	
Registration Number:	3211921	G GOTTSCHALKS	
Serial Number:	76637450	G BASICS BY GOTTSCHALKS	
Serial Number:	76637451	G BABY BY GOTTSCHALKS	
Serial Number:	76637452	BABY G BASICS BY GOTTSCHALKS	
Serial Number:	76637453	G CLUB BY GOTTSCHALKS	
Serial Number:	76637454	G KIDS BY GOTTSCHALKS	
Serial Number:	76637455	G BASICS BY GOTTSCHALKS	
Serial Number:	76637460	G KIDS BY GOTTSCHALKS	
Serial Number:	76637461	G CLUB BY GOTTSCHALKS	
Serial Number:	78853718	GR	
Serial Number:	78651038	G KIDS	

CH \$440.00 78650975

900087957

TRADEMARK
REEL: 003629 FRAME: 0396

Serial Number:	78676234	EMIL'S MARKET
Serial Number:	78677930	EMIL'S MARKET
Serial Number:	78732227	GIORGIO RONDINI

CORRESPONDENCE DATA

Fax Number: (213)830-8743

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen

Address Line 1: 355 South Grand Avenue

Address Line 2: Suite 4400

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0801447.0000327692
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	09/27/2007

Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2007, by GOTTSCHALKS INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that Second Amended and Restated Credit Agreement, dated of even date herewith by and among Grantor, the Persons named therein as Credit Parties, Agent, and the Persons signatory thereto from time to time as Lenders (as further amended or modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Borrower are parties to that certain Security Agreement dated as of January 31, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Agent and Borrower are parties to that certain Trademark Security Agreement dated as of January 31, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any

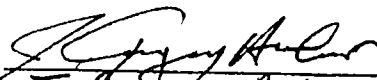
Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOTTSCHALKS INC.

By: 
Name: J. Gregory Ambro
Title: VP, R&D

[Signature Page to Supplemental Trademark Security Agreement]

**ACCEPTED AND ACKNOWLEDGED
BY:**

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent and Lender**

By: 



Name: MARK J. FORTI

Title: Managing Director

[Signature Page to Supplemental Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Application/ Registration Date
Gottschalks Inc.	g baby	78/650,975	06/15/2005
Gottschalks Inc.	g club	78/651,055	06/15/2005
Gottschalks Inc.	g basics	78/651,081	06/15/2005
Gottschalks Inc.		3,211,921	02/20/2007
Gottschalks Inc.		76/637,450	04/29/2005
Gottschalks Inc.		76/637,451	04/29/2005
Gottschalks Inc.		76/637,452	04/29/2005

Grantor	Mark	Application/ Registration No.	Application/ Registration Date
Gottschalks Inc.		76/637,453	04/29/2005
Gottschalks Inc.		76/637,454	04/29/2005
Gottschalks Inc.		76/637,455	04/29/2005
Gottschalks Inc.		76/637,460	04/29/2005
Gottschalks Inc.		76/637,461	04/29/2005
Gottschalks Inc.		78/853,718	04/04/2006
Gottschalks Inc.	g kids	78/651,038	06/15/2005
Gottschalks Inc.	Emil's Market	78/676,234	07/22/2005

Grantor	Mark	Application/ Registration No.	Application/ Registration Date
Gottschalks Inc.	Emil's Market	78/677,930	07/25/2005
Gottschalks Inc.	Giorgio Rondini	78/732,227	10/13/2005