

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
Off-Price Specialists Center		12/19/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	KBC Bank N.V., London Branch
Street Address:	111 Old Broad Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 1BR
Entity Type:	bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2370258	THE OFF-PRICE SPECIALIST SHOW
Registration Number:	2359601	THE OFF-PRICE SPECIALIST SHOW
Registration Number:	2359597	THE OFF-PRICE SPECIALIST SHOW
Registration Number:	3268019	OFF PRICE APPAREL
Registration Number:	3084797	OFF PRICE APPAREL SPECIALIST SHOW
Registration Number:	3041520	OFF PRICE SPECIALIST SHOW
Registration Number:	3041519	OFF PRICE SPECIALIST SHOW HOME GOODS

CORRESPONDENCE DATA

Fax Number: (414)271-2002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-271-5900
 Email: mjlund@cf-law.com
 Correspondent Name: Michael J. Lund
 Address Line 1: 660 E. Mason Street
 Address Line 4: Milwaukee, WISCONSIN 53202

OP \$190.00 2370258

ATTORNEY DOCKET NUMBER:

8220-19

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michael J. Lund

Signature:

/Michael J. Lund/

Date:

01/04/2008

Total Attachments: 13

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2007, is entered into by and between Off-Price Specialists Center, a Nevada corporation (the "Debtor"), and KBC Bank N.V., London Branch (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Security Agreement" means that certain Security Agreement, dated as of the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Wisconsin.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's

right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor to the extent connected with and symbolized by any of the aforementioned trademarks, service marks and trade names;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral that shall remain in effect until terminated in accordance with Section 10.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by

Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 5. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Wisconsin.

SECTION 8. Entire Agreement; Amendment. This Agreement, the Senior Term Loan Facility Agreement by and between Debtor and KBC Bank N.V. and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof. To the extent

that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

SECTION 9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 10. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 11. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR
OFF-PRICE SPECIALISTS CENTER

By: William D. Jaffe
Its: _____

SECURED PARTY
KBC BANK N.V.

By: _____
Its: _____

SCHEDULE A
to the Trademark Security Agreement

Debtor: OFF-PRICE SPECIALISTS CENTER

U.S. Trademarks of Debtor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2370258	July 25, 2000	Debtor	Addendum A
2359601	June 20, 2000	Debtor	Addendum B
2359597	June 20, 2000	Debtor	Addendum C
3268019	July 24, 2007	Debtor	Addendum D
3084797	April 25, 2006	Debtor	Addendum E
3041520	January 10, 2006	Debtor	Addendum F
3041519	January 10, 2006	Debtor	Addendum G

ADDENDUM A

Registration Number: 2370258
Registration Date: July 25, 2000

Word Mark: THE OFF-PRICE SPECIALIST SHOW

Typed Drawing

Goods and Services IC 035. US 100 101 102. G & S: arranging and conducting trade show exhibitions in the field of discount merchandise and apparel. First Use: 19950117. First Use in Commerce: 19950123

Mark Drawing Code (1) TYPED DRAWING

ADDENDUM B

Registration Number: 2359601
Registration Date: June 20, 2000



Word Mark: THE OFF-PRICE SPECIALIST SHOW

Goods and Services IC 035. US 100 101 102. G & S: arranging and conducting trade show exhibitions in the field of discount merchandise and apparel. First Use: 19941215. First Use in Commerce: 19950123

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

ADDENDUM C

Registration Number: 2359597
Registration Date: June 20, 2000

The OFF-PRICE
SPECIALIST
SHOW

Word Mark THE OFF-PRICE SPECIALIST SHOW

Goods and Services IC 035. US 100 101 102. G & S: arranging and conducting trade show exhibitions in the field of discount merchandise and apparel. First Use: 19950117. First Use in Commerce: 19950123

Mark

Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

ADDENDUM D

Registration Number: 3268019
Registration Date: July 24, 2007



Word Mark OFF PRICE APPAREL

Goods and Services IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazine for the **off-price** industry. First Use: 19980200. First Use in Commerce: 19980200

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

ADDENDUM E

Registration Number: 3084797
Registration Date: April 25, 2006



Word Mark OFF PRICE APPAREL SPECIALIST SHOW

Goods and Services IC 035. US 100 101 102. G & S: Arranging and conducting trade show exhibitions in the field of discount merchandise and apparel. First Use: 20031120. First Use in Commerce: 20031120

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

ADDENDUM F

Registration Number: 3041520
Registration Date: January 10, 2006



Word Mark OFF PRICE SPECIALIST SHOW

Goods and Services IC 035. US 100 101 102. G & S: Arranging and conducting trade show exhibitions in the field of discount merchandise and apparel. First Use: 20031120. First Use In Commerce: 20031120

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

ADDENDUM G

Registration Number: 3041519
Registration Date: January 10, 2006



Word Mark OFF PRICE SPECIALIST SHOW HOME GOODS

Goods and Services IC 035. US 100 101 102. G & S: Arranging and conducting trade show exhibitions in the field of discount merchandise and home goods. First Use: 20031120. First Use in Commerce: 20031120

Mark

Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS