

08-05-2008



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103517894
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-5-8

1. Name of conveying party(ies)/Execution Date(s):

Big M, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) New Jersey

Execution Date(s) June 20, 2008

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal Address: _____

Street Address: 335 Madison Avenue

City: New York

State: NY

Country: USA

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

RECEIVED OPR
2008 AUG -5 AM 10:33
ASSIGNMENTS DIV
ZIP 100

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,015.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date

b. Deposit Account Number 00000021 1195420

Authorized User Name: _____

40.00 OP
975.00 OP

9. Signature:

Signature

Evan A. Pilchik
Name of Person Signing

8/1/08
Date

Total number of pages including cover sheet, attachments, and document. **33**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003831 FRAME: 0001

**ADDITIONAL NAMES OF CONVEYING PARTIES
TO
RECORDATION FORM COVER SHEET - TRADEMARKS ONLY**

Big M Funding Corp.
Corporation
Citizenship: Delaware

**SCHEDULE A TO
RECORDATION FORM COVER SHEET - TRADEMARKS ONLY**

Registration No.
1,195,420
1,229,811
1,229,811
1,560,220
1,497,214
1,518,061
2,246,244
2,036,626
2,781,758
2,018,944
1,432,542
1,343,602
1,447,629
2,543,904
3,372,733
2,876,832
3,277,978
3,252,535
1,552,970
1,510,201
2,873,893
2,746,260
1,484,257
1,484,327
3,290,171
3,063,775
2,295,956
2,554,846
1,484,258
1,484,711
2,301,747
2,631,114
3,062,020
3,369,997
2,121,672
2,313,388
3,034,062
1,089,933
2,956,724
3,415,417

TRADEMARK AND PATENT SECURITY AGREEMENT

TRADEMARK AND PATENT SECURITY AGREEMENT dated as of June 20, 2008 (as this agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "**Trademark Security Agreement**"), among the corporations and other business entities listed on Schedule I hereto (each, individually, a "**Grantor**", and collectively, the "**Grantors**"), and BANK OF AMERICA, N.A., as agent (the "**Agent**") on behalf of the Lenders (as defined below). Each capitalized term used herein shall have the meaning ascribed thereto in the Credit Agreement (as defined below) unless otherwise indicated herein.

WHEREAS, each Grantor 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 Schedule A annexed hereto and made a part hereof; and

WHEREAS, each Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Schedule B annexed hereto and made a part hereof; and

WHEREAS, Grantors, certain Affiliates of Grantors, Agent, and certain lending institutions (collectively, the "**Lenders**") are parties to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, renewed or otherwise modified, the "**Credit Agreement**"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Agreement and the Credit Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**Agreements**"), pursuant to which, among other things, Agent and Lenders may make loans and certain other financial accommodations to or for the benefit of Grantors and their Affiliates; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the other Agreements that, among other things, each of the Grantors enter into this Agreement in order to grant a security interest in the Trademarks and Patents, each as hereinafter defined, in favor of the Agent on behalf of the Lenders, to secure the Obligations as hereinafter provided.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant, pledge, hypothecate and transfer to the Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to the Trademarks and Patents as hereinafter provided.

A. SECURITY INTEREST.

In order to induce Agent and the Lenders to enter into the Agreements and in consideration thereof, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a security interest in: (a) all of such Grantor's now existing or hereafter acquired right, title, and interest in and to: all of such Grantor's trademarks, trade names, trade styles and service marks;

all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing 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 countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto as owned by such Grantor (collectively, the "Trademarks"); (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 of such Grantor's now existing or hereafter acquired right, title and interest in and to: all of such Grantor's interests in any patents; all applications, registrations and recordings relating to such patents 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 and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks, Patents or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral"). Notwithstanding anything in this Trademark Security Agreement to the contrary, the security interest granted by each Grantor above shall not attach to, and the term "Collateral" shall not include, (i) any lease, license, contract, property rights or agreement to which such Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), provided, however, that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above; and (ii) any of the outstanding equity interests of a foreign Subsidiary.

B. OBLIGATIONS SECURED.

The security interests granted to Agent by each Grantor in this Agreement shall secure the prompt and indefeasible payment and performance of any and all now existing and hereafter arising Obligations.

C. WARRANTIES AND COVENANTS.

Each Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Such Grantor will pay and perform all of the Obligations according to their terms.

2. All of the existing Collateral is valid and subsisting in full force and effect to such Grantor's knowledge, and such Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Such Grantor will, at such Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, as applicable, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens.

3. Such Grantor will 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 thereto, except to Agent, or otherwise dispose of any of the Collateral without the prior written consent of Agent or as may otherwise be expressly permitted by the terms of the Credit Agreement.

4. Such Grantor will, at such Grantor's expense, perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Such Grantor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Agent. Such Grantor further authorizes Agent to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

5. Such Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

6. Agent may, in its sole discretion, pay any amount or do any act which such Grantor fails to pay or do as required hereunder or as requested by Agent to maintain and preserve the Collateral, defend, protect, record or enforce the Obligations or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Such Grantor will be liable to Agent for any such payment, which payment shall be deemed a Loan under the Credit Agreement, and shall be payable on demand together with interest at the rate then applicable to Loans as set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

7. As of the date hereof, such Grantor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office

or any similar office or agency in the United States other than those described in Schedule A and Schedule B annexed hereto.

8. Such Grantor shall notify Agent in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Agent, such Grantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Agent to evidence the security interest of Agent in such Trademark or Patent.

9. Such Grantor has not abandoned any of the Trademarks or Patents material to the conduct of the business of such Grantor and such Grantor will not do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, such Grantor may, after written notice to Agent, abandon, cancel, not renew or otherwise not maintain a Trademark or Patent so long as (i) such Trademark or Patent is no longer used or useful in the business of such Grantor or any of its Affiliates or Subsidiaries, (ii) such Trademark or Patent has not been used in the business of such Grantor or any of its Affiliates or Subsidiaries for a consecutive period of six months, (iii) such Trademark or Patent is not otherwise material to the business of such Grantor or any of its Affiliates or Subsidiaries in any respect, (iv) such Trademark or Patent has little or no value, and (v) no Default or Event of Default shall have occurred and be continuing as of such time. Such Grantor shall notify Agent immediately upon its becoming aware of any reason why any application, registration, or recording may become abandoned, invalidated, unenforceable, avoided, or avoidable.

10. Such Grantor will render any assistance, as Agent may determine is necessary, to Agent 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 or any state therein or any other country to maintain such application and registration of the Trademarks or Patents, as applicable, as such Grantor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Such Grantor will promptly notify Agent if such Grantor (or any affiliate or subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark or of any use by any Person of any product or process which infringes upon any Patent. If requested by Agent, such Grantor, at its expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks and Patents.

12. Such Grantor assumes all responsibility and liability arising from the use of the Trademarks or Patents and such Grantor hereby indemnifies and holds Agent, the Lenders and their respective Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by such Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Grantor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Agent in connection with any matters arising at any time out of or with respect to this Agreement, such Grantor will not interpose any counterclaim of any nature.

14. Agent hereby grants to such Grantor the exclusive nontransferable right and license, exercisable only while no Event of Default has occurred and is continuing, to use the Trademarks, the goodwill of the business symbolized by the marks, and the Patents for such Grantor's own benefit.

D. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default, as such term is defined in the Credit Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

E. RIGHTS AND REMEDIES.

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Agent, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor except as such notice or consent is expressly provided for hereunder.

1. Agent may require that neither any Grantor nor any affiliate or subsidiary of any Grantor make any use of the Trademarks or any marks similar thereto or any Patent for any purpose whatsoever. Agent may make use of any Trademarks or Patents for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Agent by the Grantors, respectively, or any Subsidiary or Affiliate of a Grantor.

2. Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole 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 Canada.~~

3. Agent may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Agent agrees to provide Borrower Agent with ten (10) days prior written notice of any proposed assignment, sale or other disposition of the Collateral. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in Agent's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantors shall be jointly and severally liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph E.3 hereof, upon the occurrence and continuance of an Event of Default, Agent may at any time execute and deliver

on behalf of a Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph C.5 hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Grantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

5. Agent may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to the Obligations in such order and manner as may be required by the terms of the Credit Agreement. Grantors shall remain jointly and severally liable to Agent for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantors will pay Agent on demand any such unpaid amount, together with interest at the Base Rate in effect from time to time, plus the Applicable Margin (subject to Section 2.09(b) of the Credit Agreement).

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence or during the continuance of an Event of Default, each Grantor shall supply to Agent or Agent's designee such Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and such Grantor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

C. MISCELLANEOUS.

1. Any failure or delay by Agent to require strict performance by a Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Agent, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Agent and directed to a Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopy (fax), telex or telegram, immediately upon receipt; if by any overnight delivery service, one Business Day after dispatch; and if mailed by certified mail, return receipt requested, for five (5) days after mailing. All notices, requests and demands are to be given or made to the

respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to a Grantor: **BIG M, INC.**
12 Vreeland Avenue
Totowa, NJ 07512
Attn.: Chief Financial Officer
Telecopy No.: (973) 890-0021

If to Agent: **BANK OF AMERICA, N.A.**
335 Madison Avenue
New York, New York 10017
Attn.: Allan R. Juleus
Telecopy No.: (212) 503-7340

3. In the event any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

5. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

6. The security interest granted to Agent shall terminate and the Collateral will be reassigned to Grantors, respectively, at Grantors' sole expense, upon termination of the Credit Agreement and indefeasible payment in full to Agent and Lenders of all Obligations thereunder.

7. The validity, interpretation and effect of this Agreement shall be governed by the laws of the United States of America and the laws of the State of New York. Each Grantor and Agent hereby irrevocably submits and consents to the nonexclusive jurisdiction of the State and Federal Courts located in the State of New York any other State where any Collateral is located with respect to any action or proceeding arising out of this Agreement, the Obligations, or any matter arising therefrom or relating thereto. In any such action or proceeding, each Grantor waives personal service of the summons and complaint or other process and papers therein and agrees that the service thereof may be made by mail directed to such Grantor at the address for notices thereto set forth in the Credit Agreement, service to be deemed complete five (5) days after mailing, or as permitted under the rules of either of said Courts. Any such action or proceeding commenced by a Grantor against Agent or by Agent against a Grantor will be litigated only in a Federal Court located in the Southern District of New York, or a New York State Court located in New York County and each Grantor and Agent waives any objection based on forum non conveniens and any objection to venue in connection therewith.

8. The parties hereto waive trial by jury in any action or proceeding of any kind or nature in any court whether arising out of, under or by reason of this Agreement, the other Agreements or any matter or proceeding relating thereto.

IN WITNESS WHEREOF, each Grantor and Agent have executed this Agreement as of the day and year first above written.

[Signatures Appear on Following Page]

BIG M, INC.

By: _____

Title: _____

BIG M FUNDING CORP.

By: _____

Title: _____

BANK OF AMERICA, N.A., as Agent

By: _____

Title: _____

STATE OF NEW JERSEY)
COUNTY OF Passaic) ss.:

On this 18th day of June, 2008, before me personally came Robert J. Edmond, to me known, who being duly sworn, did depose and say, that he is the Treasurer of each of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Felice D. Tobias

Notary Public
FELICE D. TOBIAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 26, 2012

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

On this ___ day of _____, 2008, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of **BANK OF AMERICA, N.A.**, the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said banking association.

Notary Public

BIG M, INC.

By: _____

Title: _____

BIG M FUNDING CORP.

By: _____

Title: _____

BANK OF AMERICA, N.A., as Agent

By: 

Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

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

On this _____ day of _____, 2008, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of each of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

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

On this 17TH day of JULY, 2008, before me personally came EDMUNDO KAHN, to me known, who being duly sworn, did depose and say, that he is the VICE PRESIDENT of **BANK OF AMERICA, N.A.**, the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said banking association.

Hannelore-Gabriela Braunstein
Notary Public

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01BR6060756
Qualified in Kings County
Commission Expires July 2, 20 11

[Signature Page to Trademark Security Agreement]

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that each of the parties signatory hereto as a Grantor hereby appoints and constitutes **BANK OF AMERICA, N.A.**, as agent, ("**Agent**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Agent, in the exercise of its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any trademarks or patents 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 Agent, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark and Patent Security Agreement among the undersigned Grantors and Agent, dated of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all "**Obligations**", as such term is defined in the Security Agreement.

Dated as of _____, 2008

BIG M, INC.

By: _____

Title: _____

BIG M FUNDING CORP.

By: _____

Title: _____

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

On this ____ day of _____, 2008, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____
of each of the corporations described in and which executed the foregoing instrument; and that
he signed his name thereto by order of the respective Boards of Directors of said corporations.

Notary Public

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks and Applications

See attached.

BIG M, INC. Marks and Applications	Type and Class	USPTO Status	Req. No.	Notes	State Status	Req. No.	Notes
Annie sez: (and design)	SM 42 Sec. 8 & 15 Affidavit	R. 5/11/82 Accepted 2/22/88 Renew 5/11/12	1,195,420				
	TM 18 Sec. 8 & 15 Affidavit	R. 3/8/83 Accepted 3/8/89 Renew 3/8/13	1,229,811				
	TM 25 Sec. 8 & 15 Affidavit	R. 3/8/83 Accepted 3/8/89 Renew 3/8/13	1,229,811				
	SM 101				Renew NJ 9/15/10	1980-2355	
	TM 25 (words only)				R. NJ 9/22/05 Renew NJ 9/22/10	22283	
	SM 101				Renew NY 9/9/10	S 17162	
	SM 35				R. PA 1/10/07 4/14/12 Renew PA	970176	
	TM 25				R. PA 1/20/07 4/14/12 Renew PA	970177	
	TM 18				R. PA 1/7/07 4/14/12 Renew PA	970175	
	SM 53				R. MD 11/2/87 Renew 11/2/17	1997/00310	

Big M, Inc.

BIG M, INC. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
Annie sez. (and design)	TM 39				R. MD 10/22/87 Renew 10/22/17	1997/00311	
	TM 3				R. MD 10/22/87 Renew 10/22/17	1997/00312	
Annie sez. (bulbous print) (red & white)	SM 42 Sec. 8 & 15 Affidavit	R. 10/10/89 Accepted 6/10/96 Renew 10/19/09	1,560,220				
Annie sez. (italicized)	SM 42 Sec. 8 & 15 Affidavit	R. 7/19/88 Accepted 2/14/95 Renew 7/19/18	1,497,214		R. CT 12/12/85 Renew 12/7/10		9747
	TM 25 Sec. 8 & 15 Affidavit	R. 12/27/88 Accepted 5/3/95 Renew 12/27/08	1,518,067				
Annie sez. (w/o colon)	SM 35 Sec. 8 & 15 Affidavit	R. 5/18/98 Accepted 8/1/04 Renew 5/18/09	2,246,244				

Big M, Inc. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
Annie sez (w/o colon)	SM 42 (retail store services featuring clothing, leather goods and women's accessories) Sec. 8 & 15 Affidavit	R. 2/11/97 Accepted 10/19/02 Renewed 1/15/07 Renew 2/11/17	2,036,626				
	SM 100				R. NJ 8/24/85 Renew 8/24/10	13502	
	SM 100				R. NY 9/22/85 Renewed 7/5/05 Renew 9/22/15	S-14779 S-19362	
	SM 42				R. CT 1/8/85 Renew 11/9/10	9705	
	SM 42				R. DE 4/15/88 Renew 4/15/16	2006-0610410	
	SM 53				R. MD 9/12/86 Renew 9/11/16	1998/00025	
	SM 100				R. PA 8/16/85 Renew 8/16/10	2651979	
ANNIE SEZ (words only)	SM 35 Sec. 8 & 15 Affidavit	R. 11/1/03 Due 11/1/08 - 09 Renew 11/1/13	2,781,758				
ANNIE SEZ (words only)	SM 101 (Michigan)				R. MI 4/8/05 Renew MI 4/8/15	MC5887	

Big M, Inc. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
ANNIE SEZ (words only)	SM 35 (Illinois)				R. IL 4/24/06 Renew 4/24/11	96913	
ANNIE SEZ (words only)	SM 35 (Florida)				R. FL 12/19/06 Renew 12/18/16		
Annie sez (w/o colon) You're not the only one with The Obsession	SM 42 Sec. 8 & 15 Affidavit	R. 11/26/06 Accepted 9/20/02 Renew 11/26/16	2,018,944				
	SM 100				R. NJ 8/24/85 Renew 8/24/10	13503	
	SM 100				R. NY 9/22/85 Renewed 7/7/05 Renew 9/22/15	S-14778 S-19315	
	SM 42				R. DE 4/15/88 Renew 4/15/16	2006-0648014	
	SM 53				R. MD 9/5/86 Renew 9/5/16	1998/00015	

Big M, Inc. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
Annie sez: (italicized) IT'S NOT JUST A STORE, IT'S AN OBSESSION	SM 42 Sec. 8 & 15 Affidavit	R. 3/10/87 Accepted 9/21/93 Renew 3/10/17	1,432,542				
	SM 42				R. NJ 4/30/87 Renew 4/30/12	14599	
	SM 100				Renewal filed 3/9/07 Renew 5/14/17	S-19811	
	SM 42				R. CT 2/18/96 Renew 2/16/11	9832	
	SM 53				R. MD 2/9/88 Renew 12/5/18	186800405	
	SM 42				R. PA 1/17/07 Renew PA 4/14/12	970178	
Annie sez: (italicized) The Right Look - The Right Label - The Right Price	SM 42 Sec. 8 & 15 Affidavit	R. 6/18/95 Accepted 11/4/91 Renew 6/18/15	1,343,602				
	SM 35				R. NJ 3/7/86 Renew 3/7/11	7643	
	SM 100				Renew NY 8/10/17	S-19947	

Big M, Inc. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
FUSION	TM 25 (shirts, shorts, pants) Sec. 8 & 15 Affidavit	R. 7/14/87 Accepted 7/7/83 Assignment from Robert A. Clair Company recorded 8/12/89 Renew 7/14/17	1,447,828				
FUSION (AND DESIGN)	TM 25 / SM 35 (women's clothing & accessories) Sec. 8 & 15 Affidavit	R. 3/5/02 Accepted 10/13/07 Renew 3/5/12	2,543,904				
FUSION (words only)	TM 25 / SM 35 (women's clothing and accessories) Sec. 8 & 15 Affidavit	R. 1/22/08 Due 1/22/13-14 Renew 1/11/18	3,372,733				
FUSION (words only)	TM 25 (bathing suits & sleepwear) Sec. 8 & 15 Affidavit	R. 8/24/04 Due 8/24/09 - 10 Renew 8/24/14	2,876,832				
FUSION DENIM (words only)	TM 25 (coats of denim, denim jackets, denims, jeans, knit shirts, pants, shorts, skirts, sweaters, women's shoes) Sec. 8 & 15 Affidavit	R. 8/7/07 Due 8/7/12 - 13 Renew 8/7/17	3,277,978				

Big M, Inc. Marks and Applications	Type and Class	USPTO Status	Req. No.	Notes	State Status	Req. No.	Notes
FUSION JEANS (words only)	TM 25 (denim jackets; denims; jeans; pants; tops) Sec. 8 & 15	R. 8/12/07 Due 8/12/12 - 13 Renew 8/12/17	3,252,535				
FUSION KIDS	TM 25 (shirts, pants, sweat shirts, sweat pants) Sec. 8 & 15 Affidavit	R. 8/22/89 Accepted 12/16/95 Assignment from Robert A. Clair Company, Inc. recorded 12/18/00 Renew 8/22/09	1,552,970				
FUSION SPORT	TM 25 (shirts, shorts, pants) Sec. 8 & 15 Affidavit	R. 10/25/88 Accepted 7/22/94 Assignment from Robert A. Clair Company recorded 8/12/89 Renew 10/25/08	1,510,201				
GIRLS WITH CURVES	SM 35 Sec. 8 & 15 Affidavit	R. 8/17/04 Due 8/17/09 - 10 Renew 8/17/14	2,673,983				

Big M, Inc. Marks and Applications M. (in stylized oval)	Type and Class	USPTO Status	Req. No.	Notes	State Status	Req. No.	Notes
	SM 35	R. 8/5/03	2,746,260				
	Sec. 8 & 15	Due 8/5/08 - 09 Renew 8/5/13					
Mandee	SM 42	R. 4/12/88	1,484,257		R. CT 12/7/95 Renew 12/7/10	9746	
		R. Amended 8/31/93					
		R. Amended 7/13/98					
		R. 10/19/99					
	Sec. 8 & 15 Affidavit	Accepted 9/19/94 Renew 4/12/18					
	TM 18	R. 4/12/88	1,484,257				
		R. Amended 8/31/93					
	Sec. 8 & 15 Affidavit	Accepted 9/19/94 Renew 4/12/18					
	TM 25	R. 4/12/88	1,484,327	Renewal filed on line 2/8/08			
		R. Amended 8/31/93					
	Sec. 8 & 15 Affidavit	Accepted 9/19/94 Renew 4/12/08					
	SM 35 (miscellaneous items)	R. 9/11/07	3,290,171				
Mandee (words only)	Sec. 8 & 15 Affidavit	Due 9/11/12 - 13 Renew 9/11/17					

Big M, Inc.	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
Mandee (words only)	SM 35 (Illinois)				R. IL 6/2/08 Renew IL 6/2/11		96126
Mandee (words only)	SM 35 (Florida)				R. FL 1/9/08 Renew FL 1/9/13	708000000039	
	SM 35				R. NJ 9/26/05 Renew NJ 9/26/10		22287
	TM 18				Renew NJ 10/12/08		4552
	TM 25				R. NJ 9/26/05 Renew NJ 9/26/10		22288
	TM 39				Renew NY 6/1/13	R-21642 R-27305 R-30151	
	SM 101				Renew NY 9/9/10	S-5783 S- 12159 S-17163	
	TM 3				Renew NY 10/13/13	R-21979 R-27424 R-30153	
	SM 42				R. PA 1/29/07 Renew PA 4/14/12		970172
	TM 25				R. PA 1/24/07 Renew PA 4/14/12		970173
	TM 18				R. PA 1/29/07 Renew PA 4/14/12		970174
Mandee	TM 18 (pet clothing) Sec. 8 & 15 Affidavit	R. 2/28/08 Dus 2/28/11-12 Renew 2/28/16	3,063,775				

BIG M, INC. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
Mandee (in a stylized oval)	SM 42 Sec. 8 & 15 Affidavit	R. 11/30/99 Accepted 4/15/05 Renew 11/30/09	2,295,956				
Mandee (in a stylized oval)	TM 9 (cameras); 16 (stationery items); 24 (towels); 25 (women's clothing) Sec. 8 & 15 Affidavit	R. 4/2/02 Accepted 2/20/08 Renew 4/2/12	2,554,846	Sec. 8 & 15 filed on line 2/5/08; Classes 9 & 24 omitted			
Mandee Shop	SM 42	R. 4/12/88 R. Amended 8/31/93 Accepted 10/31/94 Renew 4/12/18	1,484,258				
Mandee Shop	SM 35				R. NJ 5/16/06 Renew 8/16/11	22504	
Mandee Shop	TM 39				Renew NJ 9/15/10	2357	
Mandee Shop	SM 101				Renew NY 6/1/13	S-7407 S-13548 S-18368	
Mandee Shop	TM 39				Renew NY 6/1/13	R-21643 R- 27306 R-30152	

Big M, Inc. Marks and Applications Mandee Shops	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
	SM 42	R. 4/12/88	1,484,711				
	Sec. 8 & 15 Affidavit	R. Amended 8/31/93 Accepted 10/31/94 Renew 4/12/16					
	SM 101				Renew NJ 5/3/13		4160
	SM 101				Renew NY 6/1/13	S-7406 S-13547 S-18367	
	SM 35	R. 12/21/99	2,301,747				
	Sec. 8 & 15 Affidavit	Accepted 10/13/05 Renew 12/21/09					
Mandee to the rescue! (in stylized oval)	SM 35	R. 10/8/02	2,631,114				
	Sec. 8 & 15 Affidavit	Accepted 2/21/08 Renew 10/8/12					
Mandee to the rescue (words only)	SM 35	R. 2/28/06	3,062,020				
	Sec. 8 & 15 Affidavit	Due 2/28/11 - 12 Renew 2/28/16					
Must Be Mandee	SM35	R. 1/15/08	3,369,997				
	Sec. 8 & 15 Affidavit	Due 1/15/13 - 14 Renew 1/15/18					

Big M, inc.

USPTO Status	Type and Class	Reg. No.	Notes	State Status	Reg. No.	Notes
Pub. Date 9/23/97 R. 12/16/97	TM 25 (women's lingerie and women's pajamas)	2,121,672		R. NJ 1/17/07 Renew 2/27/12	14527	
Accepted 4/1/03 Renew 12/16/17	Sec. 8 & 15 Affidavit					
R. 2/1/00 Accepted 7/14/05 Renew 2/1/10	TM 25 (lingerie) Sec. 8 & 15 Affidavit	2,313,388				
R. 12/27/05 Due 12/27/10-11 Renew 12/27/15	TM 25 (women's lingerie, women's pajamas) Sec. 8 & 15 Affidavit	3,034,062				
R. 4/18/78	SM 42	1,069,933				
Assigned to Big M 8/26/92 Assignment recorded 9/4/92						
Registration amended to show Big M as owner and to delete geographical restrictions 8/31/93 Renew 4/18/18						

Big M, Inc. Marks and Applications	Type and Class	USPTO Status	Reg. No.	Notes	State Status	Reg. No.	Notes
TROVARE	TM 14 (costume jewelry); TM 26 (hair accessories) Sec. 8 & 15 Affidavit	R. 5/31/05 Due 5/31/10 - 11 Renew 5/31/15	2,956,724				
TROVARE	TM 25 (sweaters, knit shirts, blouses, skirts) Sec. 8 & 15 Affidavit	R. 4/22/08 Due 4/22/13 - 14 Renew 4/22/18	3,415,417				
UPSTAIRS at Annie sez	SM 42 Sec. 8 & 15 Affidavit	R. 4/11/89 Accepted 12/26/95 Renew 4/11/09					
	SM 100				R. NJ 8/23/88 Renew 8/23/13	8030	

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

None.

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

None.