










EXHIBIT A  
TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT




List of Trademarks and Trademark Applications

**Bob's Stores Corp. Active U.S. Trademarks**

TRADEMARK	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER
BCC	REGISTERED	76470969	2851708
BCC BLUES	RENEWED (REGISTERED)	74801977	1874733
BCC KHAKIS	REGISTERED	75673644	2802622
BCC SPORT	REGISTERED	76451100	2867463
BCC SPORT	REGISTERED	75673283	2775949
BCC UNDERGROUND	REGISTERED	76407473	2829225
BCC WORKWEAR	REGISTERED	76451102	2889800
BEST OF BOB'S	REGISTERED	78546817	3021017
BOB'S CLOTHING COMPANY	REGISTERED	76470970	2949015
BOB'S CLOTHING COMPANY EST. 1954	RENEWED (REGISTERED)	74628181	1938916
BOB'S STORES 	REGISTERED	78612038	3319907
BOB'S STORES 	RENEWED (REGISTERED)	73723643	1531396
BOB'S SURPLUS 	REGISTERED	76490841	2875473
Design Only	REGISTERED	78972074	3350422

			
Design Only 	REGISTERED	78926026	3393379
Design Only 	REGISTERED	78843945	3321368
Design Only 100 000 012	REGISTERED	78843946	3327547
Design Only 	REGISTERED	78782253	3292040
DIVISION 55	REGISTERED	77027245	3385979
I AM BOB'S	REGISTERED	76635850	3026327
PRIME ELEMENTS	REGISTERED	76470955	2884898
PRIME ELEMENTS	RENEWED (REGISTERED)	74277413	1761466
ROSIE GLOW	REGISTERED	78779140	3299671
RUGGED TRAILS	REGISTERED	75433481	2305345
SAFETY ZONE	PUBLISHED (PENDING)  Intent to Use	78608624	

**Bob's Stores Corp. Active Foreign Trademarks**

Trademark	Database	Status	APPLICATION NUMBER	REGISTRATION NUMBER
BOB'S STORES & DESIGN 	Canada	PENDING	122205000	
BOB'S STORES 	Ireland	REGISTERED	229804	229804
BOB'S STORES 	United Kingdom	REGISTERED	2367043	2367043

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[EXECUTION]

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement"), dated as of August 19, 2008, is by and between BOB'S STORES CORP., a New Hampshire corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (New England), a Massachusetts corporation ("Secured Party").

WITNESSETH:

WHEREAS, Debtor 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 Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and provide other financial accommodations to Debtor as set forth in Loan and Security Agreement, dated of even date herewith, between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed 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 country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto,

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together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (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 present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering Trademarks of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Secured Party is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. OBLIGATIONS SECURED. The security interest, lien and other interests granted to Lender, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Debtor owns sole, full and clear title to the existing Collateral and the right and power to grant the security interest granted hereunder, and, to the best of Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, subject to Debtor's right to abandon Trademarks in accordance with Section 3(c) hereof. Except as permitted under the Loan Agreement and except for Trademarks abandoned in accordance with Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the registered Trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims,

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mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under the Loan Agreement.

(c) Debtor shall 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 to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement and except for the non-exclusive licenses granted in the ordinary course of business. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested by Secured Party from time to time to evidence, perfect, maintain, record or enforce the security interest in or general lien upon, the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in the Information Certificate (as defined in the Loan Agreement).

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, upon the occurrence and during the continuance of an Event of Default or otherwise following notice to Debtor, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest or general lien granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action not later than the date Debtor is required to provide financial statement for the month ending each fiscal quarter (the "Notice Date"). If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto and Debtor shall advise Secured Party thereof in writing not later than the next Notice Date. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks, and Debtor will not do any act, nor omit to do any act, whereby any Trademark that is necessary to the business of Debtor or any of its affiliates or subsidiaries in any respect may become abandoned, invalidated, unenforceable, avoided or avoidable, it being understood that Debtor may, so long as no Default or Event of Default exists or has occurred and is continuing, abandon or permit to be cancelled any Trademark that Debtor, in its reasonable business discretion, determines is of no commercial value to its business. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to any Trademark that is necessary to the business of Debtor or any of its affiliates or subsidiaries in any respect may become abandoned, canceled, invalidated, avoided or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party 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, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any Trademarks necessary to Debtor's business as Debtor's exclusive property and to protect Secured Party's interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings, subject in each case to the Debtor's right to abandon Trademarks in accordance with Section 3(i) hereof.

(k) Except as set forth in Section 8.11 of the Information Certificate (as defined in the Loan Agreement), to the best of Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks, which could reasonably be expected to have a Material Adverse Effect (as defined in the Loan Agreement). There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes upon any Trademark or is likely to cause confusion with any Trademark necessary to



Debtor's business. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem necessary for the protection of Secured Party's interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party in accordance with the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and general lien granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT. The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate, subject to any license rights that may have already been granted. 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 all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees that all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses shall be included in the Obligations secured hereby. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to the Obligations as Secured Party may in its reasonable discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and other records relating to the Trademarks and the distribution thereof, whether held by way of license or otherwise.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements (except as otherwise provided therein) and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day (as defined in the Loan Agreement), one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:                Bob's Stores Corp.  
                                      160 Corporate Court  
                                      Meriden, Connecticut 06450  
                                      Attention: Dan Bliss, Controller  
                                      Facsimile No.: (203) 634-0572

with a copy to:             Dechert LLP  
                                      Cira Centre  
                                      2929 Arch Street  
                                      Philadelphia, Pennsylvania 19104-2808  
                                      Attention: Gary Green, Esq.  
                                      Facsimile No.: (215) 994-2656

If to Secured Party:      Wachovia Capital Finance Corporation (New England)  
                                      One Post Office Square  
                                      Suite 3600  
                                      Boston, Massachusetts 02109  
                                      Attention: Portfolio Manager  
                                      Facsimile No.: (617) 338-1497

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not

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any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or is cured in a manner satisfactory to Secured Party, if such Event of Default is capable of being cured as determined by Secured Party. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its respective successors and assigns, except that Debtor may not assign its rights under this Agreement, the other Financing Agreements and any other document referred to herein or therein without the prior written consent of Secured Party. Any such purported assignment without such express prior written consent shall be void. Secured Party may, after notice to Debtor, assign its rights and delegate its obligations under this Agreement or any other interest herein to another financial institution or other person on terms and conditions acceptable to Secured Party.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and, as to amendments, as also signed by an authorized officer of Debtor. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Notwithstanding anything to the contrary contained herein, the rights and obligations of the Secured Party hereunder with respect to the Collateral are subject to the terms and conditions of the Loan Agreement, and, to the extent that any of the provisions hereof conflict with the Loan Agreement, the applicable provisions of the Loan Agreement shall control.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

BOB'S STORES CORP

By: 

Title: President

WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page to Trademark Collateral Security Agreement

TRADEMARK  
REEL: 003846 FRAME: 0089

STATE OF CONN ) ss.: WEDDEN  
COUNTY OF NEW HAVEN

On the 19th day of August, 2008, before me personally came KEVIN ROSSAINT  
President, to me known, who being by me duly sworn, did depose, acknowledge  
and say that he is the \_\_\_\_\_ of BOB'S STORES CORP., the corporation which executed the  
foregoing instrument and that he signed his name thereto by order of the Board of Directors of  
said corporation.

Robert Cook  
Notary Public  
My Comm Exp 5/31/10



STATE OF )  
 ) ss.:  
COUNTY OF Suffolk )

On the 19 day of August, 2008, before me personally came W. W. A. Williams, to  
me known, who being by me duly sworn, did depose, acknowledge and say that he is the  
VP President of WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), the  
corporation which executed the foregoing instrument and that he signed his name thereto by  
order of the Board of Directors of said corporation.

Michelle Simon Long  
Notary Public



MICHELLE SIMON LONG  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 27, 2011

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

BOB'S STORES CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND)

By: 

Title: Vice President

Signature Page to Trademark Collateral Security Agreement

EXHIBIT B  
TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT

Form of Special Power of Attorney

(See attached)

SPECIAL POWER OF ATTORNEY

STATE OF                            )  
  ) ss.:  
COUNTY OF                        )

KNOW ALL MEN BY THESE PRESENTS, that BOBS STORES CORP. ("Debtor") hereby appoints and constitutes WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks 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 Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Trademark Collateral Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: \_\_\_\_\_, 2008

BOB'S STORES CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On the \_\_\_ day of \_\_\_\_\_, 2008, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the \_\_\_\_\_ of BOB'S STORES CORP., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public