

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

8009-5

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

1. Name of conveying party(ies):

Gordmans, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 20, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Retail Finance, LLC,
Internal _____ as agent

Address: _____

Street Address: One Boston Place

City: Boston

State: MA

Country: USA Zip: 02108

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Company Citizenship Delaware

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

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

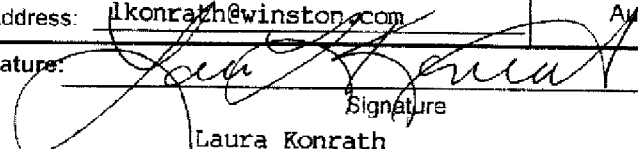
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

2/23/09
Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$215.00 232428 2379498

Continuation Item 4

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Gordmans	2379498	08/22/2000
The 1/2 Price Store	1121622	07/03/1979
Brands You Want Savings You Deserve	2486841	09/11/2001
G (stylized)	2548132	03/12/2002
G Something Unexpected	2640229	10/22/2002
Give the Unexpected	3045751	01/17/2006
Montali	1555343	09/05/1989
Something Unexpected	2721561	06/03/2003

TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Date Filed</u>	<u>Application No.</u>
None.			

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Gordmans, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Loan, Guaranty and Security Agreement dated as of February 20, 2009 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders"), Wells Fargo Retail Finance, LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the ratable benefit of certain secured parties a continuing security interest in or other Lien (as defined in the Loan Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, to secure its Obligations (as defined in the Loan Agreement), a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter arising or acquired:

(i) each United States Trademark (as defined below), and each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

CHI:2212442.3

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest shall terminate upon termination of the Loan Agreement in accordance with its terms. Upon termination of this Trademark Security Agreement, at the sole expense of the Grantor and at the Grantor's request, Agent shall take such actions as may reasonably be necessary to release the Agent's security interest in the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18th day of February, 2009.

GORDMANS, INC.

By: _____

Michael D. James
Name: Michael D. James

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003940 FRAME: 0738

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

I, Angela Suchy, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT MICHAEL D. JAMES, of Gordmans, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of February, 2009.

Angela K. Suchy
Notary Public

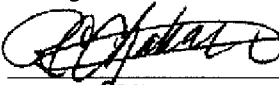
My Commission Expires:
10-15-11



[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

**WELLS FARGO RETAIL FINANCE,
LLC, as Agent**

By:  _____
Name: *R. Chen*
Title: *VP*

[Signature Page to Trademark Security Agreement]

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CHI:2212442.3