

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
Carson Pirie Scott II, Inc.		11/18/2009	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	GB Merchant Partners, LLC, as Collateral Agent		
Street Address:	101 Huntington Ave.		
Internal Address:	10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2765740	(RELATIVITY) DESIGN LAB	
Registration Number:	2322844	RBM COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	66478/022		
NAME OF SUBMITTER:	Christine Slattery		

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Signature:	/Christine Slattery/
Date:	12/07/2009
<p>Total Attachments: 25</p> <p>source=Bon Ton TM Binder1#page1.tif source=Bon Ton TM Binder1#page2.tif source=Bon Ton TM Binder1#page3.tif source=Bon Ton TM Binder1#page4.tif source=Bon Ton TM Binder1#page5.tif source=Bon Ton TM Binder1#page6.tif source=Bon Ton TM Binder1#page7.tif source=Bon Ton TM Binder1#page8.tif source=Bon Ton TM Binder1#page9.tif source=Bon Ton TM Binder1#page10.tif source=Bon Ton TM Binder1#page11.tif source=Bon Ton TM Binder1#page12.tif source=Bon Ton TM Binder1#page13.tif source=Bon Ton TM Binder1#page14.tif source=Bon Ton TM Binder1#page15.tif source=Bon Ton TM Binder1#page16.tif source=Bon Ton TM Binder1#page17.tif source=Bon Ton TM Binder1#page18.tif source=Bon Ton TM Binder1#page19.tif source=Bon Ton TM Binder1#page20.tif source=Bon Ton TM Binder1#page21.tif source=Bon Ton TM Binder1#page22.tif source=Bon Ton TM Binder1#page23.tif source=Bon Ton TM Binder1#page24.tif source=Bon Ton TM Binder1#page25.tif</p>	

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of November 18, 2009, between (i) each of the entities signatory hereto as a pledgor (collectively, the "Assignors" and each an "Assignor") and (ii) GB MERCHANT PARTNERS, LLC, a Delaware limited liability company, as collateral agent (together with its successors and permitted assigns, the "Collateral Agent") for the lenders (collectively, the "Lenders") which are from time to time parties to that certain Second Lien Loan and Security Agreement dated as of November 18, 2009 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement") among The Bon-Ton Department Stores, Inc., a Pennsylvania corporation ("Bon-Ton") and The Elder-Beerman Stores Corp., an Ohio corporation ("Elder-Beerman" and together with Bon-Ton, collectively, the "Borrowers"), certain subsidiaries and affiliates of the Borrowers party thereto as guarantors (collectively, the "Guarantors"), the Lenders, the Collateral Agent and the other agents from time to time party thereto.

WHEREAS, pursuant to the Loan Agreement, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Borrowers and the Guarantors are members of a group of related entities, the success of any one of which is dependent in part on the success of the other members of such group;

WHEREAS, each Guarantor expects to receive substantial direct and indirect benefits from the extensions of credit to the Borrowers by the Lenders pursuant to the Loan Agreement (which benefits are hereby acknowledged);

WHEREAS, it is a condition precedent to the Lenders' making any loans to the Borrowers under the Loan Agreement that the Assignors execute and deliver to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a trademark agreement in substantially the form hereof;

WHEREAS, pursuant to Section 7.1 of the Loan Agreement, each Assignor has granted to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a security interest in such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, and, in each case, in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such

Assignor in such Assignor's business or with such Assignor's products and services, and, in each case, in which such Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the Affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.3 of the Loan Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a continuing security interest in and first priority lien (subject only to the Liens securing the First Lien Debt and any other Permitted Liens that are expressly allowed by the Loan Agreement to have priority over Collateral Agent's Liens) on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent for the benefit of the Collateral Agent and the other Secured Parties; provided, however, that the grant of security interest shall not include any intent-to-use application for a trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such trademark. In addition, each Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement and the Loan Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only upon or after the occurrence and during the continuance of an Event of Default and if so required to effect the exercise of the rights and remedies of the Collateral Agent and Lenders hereunder, under the other Loan Documents and under applicable law with respect to the Pledged Trademarks upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by such Assignor to the Collateral Agent or its nominee in lieu of foreclosure). Any such grant, assignment, transfer or conveyance shall be made in accordance with the Uniform Commercial Code.

2.3. Supplemental to Loan Agreement. Pursuant to the Loan Agreement, each Assignor has granted to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan Agreement, and all rights and interests of the Collateral Agent in and to

the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Loan Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademark Registrations registered or subject to a pending application for registration with the PTO which are now owned by such Assignor; (ii) this Trademark Agreement, together with the Loan Agreement, will create in favor of the Collateral Agent a valid and perfected first priority security interest (subject only to the Liens securing the First Lien Debt and any other Permitted Liens that are expressly allowed by the Loan Agreement to have priority over Agent's Liens) in the Pledged Trademarks upon making the filings referred to in clause (iii) of this §3; and (iii) except for the filing of financing statements with the Secretary of State for the applicable state of formation of each Assignor under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignors or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Trademark Agreement by each Assignor, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. [Intentionally Omitted.]

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent, except as permitted by the Loan Agreement, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with any Assignor's obligations under this Trademark Agreement or the Loan Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark

Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

6.2. Amendment to Schedule. Each Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademark Registrations or pending applications for registration with the PTO under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignors Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the applicable Pledged Trademarks, and shall hold each of the Collateral Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent or any Lender in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, except for any acts or omissions which constitute gross negligence or willful misconduct.

7.2. Assignors' Duties, etc. Each Assignor shall, through its trademark counsel, continue to prosecute diligently any trademark registration applications of the material Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the material Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the material Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the material Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the applicable Assignor. No Assignor shall abandon any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld, unless such Trademark Registration or Trademark is no longer used by or, in its reasonable business judgment, is no longer useful in any material way to, such Assignor.

7.3. Assignors' Enforcement Rights. Each Assignor shall bring suit or take other action in such Assignor's own name and in its reasonable business judgment to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, in each case, that are material to such Assignor's business in its reasonable business judgment. Each Assignor may require the Collateral Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any other Secured Party to any risk of liability. The applicable Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent and each other Secured Party for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be

necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, each Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the material Trademarks or Trademark Registrations of such Assignor or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the material Pledged Trademarks, the ability of such Assignor or the Collateral Agent to dispose of any of the material Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Loan Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and apply the proceeds of sale or other disposition of the Pledged Trademarks toward the payment of the Obligations as set forth in or by reference in the Loan Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the applicable Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be materially breached, the Collateral Agent, in its own name or that of such Assignor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

Each Assignor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent, the Lenders, the other Secured Parties and each of their respective successors and permitted assigns from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement. The Agent hereby agrees that the power of attorney granted hereby shall not be exercised unless an Event of Default shall have occurred and be continuing.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

Upon the occurrence of payment in full, in cash, of all accrued and unpaid principal, interest and fees, and any other Obligations then due and owing, the payment of any appropriate collateral deposits in connection with other Obligations and the occurrence of the Commitment Termination Date, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the applicable Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the applicable Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred or conveyed to the Collateral Agent by such Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Loan Agreement.

13. COURSE OF DEALING.

No course of dealing between any Assignor and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Loan Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed using the addresses for the Assignors and the Collateral Agent listed on the signature pages to the Loan Agreement.

Any such notice or demand shall be deemed to have been duly given or made in the manner set forth in the Loan Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent (with the consent of the Required Lenders) and the Assignors, except as provided in §6.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402 (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York sitting in the County of Manhattan or any federal court sitting in or with jurisdiction over the Southern District of New York and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Assignor by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to personal or subject matter jurisdiction, venue or inconvenient forum with respect to any such suit or any such court.

20. WAIVER OF JURY TRIAL.

EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Collateral Agent nor any Lender nor any representative, agent or attorney of the Collateral Agent or any Lender has represented, expressly or otherwise, that the Collateral Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Collateral Agent or any Lender is a party, the Collateral Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and

permitted assigns, and shall inure to the benefit of the Collateral Agent, the Lenders, the other Secured Parties and their respective successors and permitted assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Guaranty, the provisions of the Loan Agreement or the Guaranty, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

22. INTERCREDITOR AGREEMENT PREVAILS.

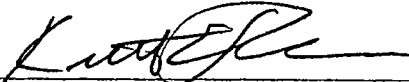
Notwithstanding anything to the contrary contained herein, all representations, warranties and covenants of the Assignors hereunder, and the rights and benefits granted to the Agent and the other Secured Parties hereunder, are expressly subject to the terms and conditions of the Intercreditor Agreement and, in the event of any conflict between the provisions of this Trademark Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

[signature pages to follow]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

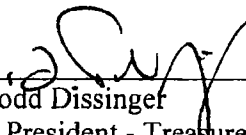
ASSIGNORS:

THE BON-TON DEPARTMENT STORES, INC.


By: Keith E. Plowman
Title: Executive Vice President, Chief Financial Officer and Principal Accounting Officer

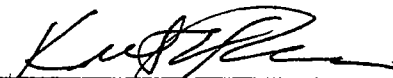
Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

THE ELDER-BEERMAN STORES CORP.


By: H. Todd Dissinger
Title: Vice President - Treasurer

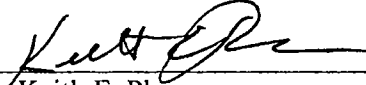
Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

THE BON-TON STORES, INC.


By: Keith E. Plowman
Title: Executive Vice President, Chief Financial Officer and Principal Accounting Officer

Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

THE BON-TON TRADE, LLC



By: Keith E. Plowman
Title: Treasurer and Chief Financial Officer

Address: 300 Delaware Avenue
Suite 12122
Wilmington, DE 19801
Attn: Keith E. Plowman
Telecopy: (302) 652-8667

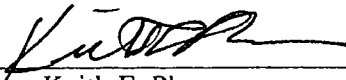
THE BON-TON STORES OF LANCASTER, INC.



By: Robert E. Stern
Title: Secretary and Treasurer

Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

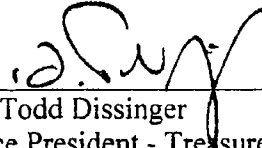
THE BON-TON GIFTCO, INC.



By: Keith E. Plowman
Title: President and Chief Financial Officer

Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

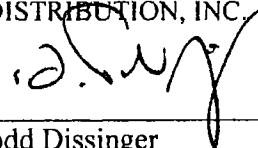
CARSON PIRIE SCOTT II, INC.



By: H. Todd Dissinger
Title: Vice President - Treasurer

Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

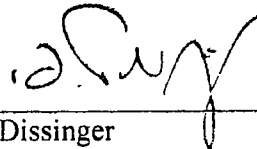
BON-TON DISTRIBUTION, INC.



By: H. Todd Dissinger
Title: Vice President - Treasurer

Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

MCRIL, LLC



By: H. Todd Dissinger
Title: Vice President - Treasurer

Address: 2801 East Market Street
York, PA 17402
Attn: Keith E. Plowman
Telecopy: (717) 751-3196

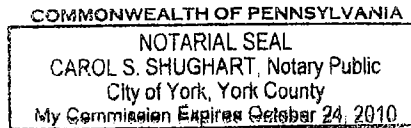
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Vice President - Treasurer for MCRIL, LLC, a Virginia limited liability company).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



Acknowledgment to Trademark Collateral Security and Pledge Agreement

TRADEMARK
REEL: 004109 FRAME: 0243

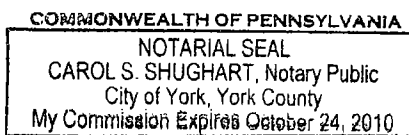
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Executive Vice President, Chief Financial Officer and Principal Accounting Officer for THE BON-TON DEPARTMENT STORES, INC., a Pennsylvania corporation).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



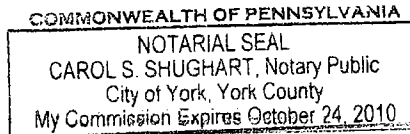
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Vice President - Treasurer for THE ELDER-BEERMAN STORES CORP., an Ohio corporation).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



Acknowledgment to Trademark Collateral Security and Pledge Agreement

TRADEMARK
REEL: 004109 FRAME: 0245

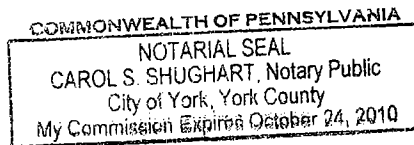
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Executive Vice President, Chief Financial Officer and Principal Accounting Officer for THE BON-TON STORES, INC., a Pennsylvania corporation).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



Acknowledgment to Trademark Collateral Security and Pledge Agreement

TRADEMARK
REEL: 004109 FRAME: 0246

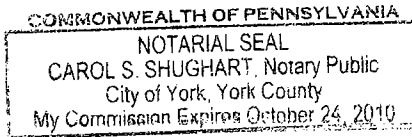
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Treasurer and Chief Financial Officer for THE BON-TON TRADE, LLC, a Delaware limited liability company).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



Acknowledgment to Trademark Collateral Security and Pledge Agreement

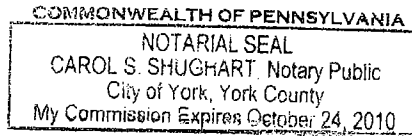
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared Robert E. Stern, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Secretary and Treasurer for THE BON-TON STORES OF LANCASTER, INC., a Pennsylvania corporation).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



Acknowledgment to Trademark Collateral Security and Pledge Agreement

TRADEMARK
REEL: 004109 FRAME: 0248

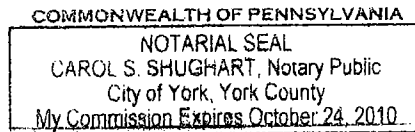
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as President and Chief Financial Officer for THE BON-TON GIFTCO, INC., a Florida corporation).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



CERTIFICATE OF ACKNOWLEDGMENT

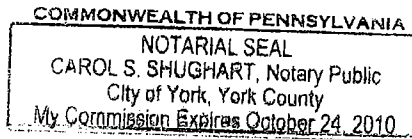
COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, ~~which were _____~~, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Vice President - Treasurer for CARSON PIRIE SCOTT II, INC., a Mississippi corporation).

Carol S. Shughart

(official signature and seal of notary)

My commission expires:



Acknowledgment to Trademark Collateral Security and Pledge Agreement

TRADEMARK
REEL: 004109 FRAME: 0250

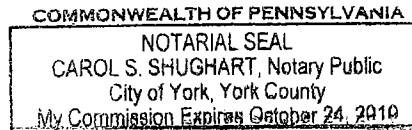
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

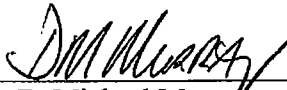
On this 11th day of November, 2009, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, ~~which were~~ _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Vice President - Treasurer for BON-TON DISTRIBUTION, INC., an Illinois corporation).

Carol S. Shughart
(official signature and seal of notary)

My commission expires:



GB MERCHANT PARTNERS, LLC,
as Collateral Agent

By: 
Name: D. Michael Murray
Title: Managing Director

SCHEDULE A

Trademarks and Trademark Registrations

Owner: Carson Pirie Scott II, Inc.

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
(RELATIVITY) DESIGN LAB	2,765,740	09/16/2003
RBM COLLECTION	2,322,844	02/29/2000