

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bon-Ton Department Stores, Inc.		03/21/2011	CORPORATION: PENNSYLVANIA
The Elder-Beerman Stores Corp.		03/21/2011	CORPORATION: OHIO
The Bon-Ton Stores of Lancaster, Inc.		03/21/2011	CORPORATION: PENNSYLVANIA
Carson Pirie Scott II, Inc.		03/21/2011	CORPORATION: MISSISSIPPI
Bon-ton Distribution, Inc.		03/21/2011	CORPORATION: ILLINOIS
McRIL, LLC		03/21/2011	LIMITED LIABILITY COMPANY: VIRGINIA
The Bon-Ton Trade, LLC		03/21/2011	CORPORATION: DELAWARE
The Bon-Ton Giftco, Inc.		03/21/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85108157	CUSTOMER FIRST
Serial Number:	85108369	CUSTOMER FIRST
Serial Number:	85108149	ZOE & BELLA
Registration Number:	3892546	BERGNER'S
Serial Number:	85194375	
Serial Number:	85247954	JB

TRADEMARK

900187162

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CH \$215.00 85108157

Serial Number:	85225140	KENNETH ROBERTS
Registration Number:	3909131	LIVING QUARTERS

CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102507-01-0036
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	03/22/2011

Total Attachments: 31

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TRADEMARK

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**SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of March 21, 2011, between (i) each of the entities signatory hereto as a pledgor (collectively, the "Assignors" and each an "Assignor"), and (ii) Bank of America, N.A., a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and the other financial institutions (hereinafter, collectively, "Lenders") which are from time to time parties to that certain Second Amended and Restated Loan and Security Agreement dated as of March 21, 2011 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among The Bon-Ton Department Stores, Inc., a Pennsylvania corporation ("Bon-Ton"), The Elder-Beerman Stores Corp., an Ohio corporation ("Elder-Beerman"), The Bon-Ton Stores of Lancaster, Inc., a Pennsylvania corporation ("Lancaster"), Carson Pirie Scott II, Inc., a Mississippi corporation ("CPS II"), Bon-Ton Distribution, Inc., an Illinois corporation ("Distribution") and McRIL, LLC, a Virginia limited liability company ("McRIL", and, together with Bon-Ton, Elder-Beerman, Lancaster, CPS II, Distribution and any other person from time to time a borrower thereunder, collectively, the "Borrowers"), each of the other Obligor party thereto, the Lenders, the Agent and the other agents and arrangers from time to time party thereto.

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 4, 2009 (as amended from time to time, the "Existing Credit Agreement") among the Borrowers, certain of the Lenders, the Agent and the other parties from time to time party thereto, certain Lenders made loans and other extension of credit to the Borrowers;

WHEREAS, pursuant to Amended and Restated Trademark Collateral Security and Pledge Agreements, each dated as of December 4, 2009 (as amended, collectively, the "Existing Trademark Agreements"), certain of the Assignors (the "Existing Assignors") pledged, assigned and granted to the Agent, for the benefit of the "Secured Parties" (as defined in the Existing Credit Agreement), a security interest in all right, title and interests of the Assignors in and to all of the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications of such Existing Assignor to secure the payment and performance of all "Obligations" (as defined in the Existing Credit Agreement);

WHEREAS, the parties thereto have agreed to amend and restate the Existing Credit Agreement pursuant to the terms and conditions set forth in the Loan Agreement;

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 or otherwise extending credit to the Borrowers under the Loan Agreement that the Assignors execute and deliver to the Agent, for the benefit of the 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 Agent, for the benefit of the 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);

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

WHEREAS, each Assignor wishes to amend and restate the Existing Trademark Agreements to, among other things, (a) continue, confirm and ratify the Existing Assignors' grant of security interests in the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications of such Assignor to the Agent set forth in the Existing Trademark Agreements, and (b) grant security interests in the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications of such Assignor in favor of the Agent, for the benefit of the Secured Parties, in order to secure the Obligations (as defined in the Loan Agreement), as herein provided.

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 **Section 1** or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See **Section 2.1**.

Associated Goodwill. All goodwill of each Assignor's 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 Second Amended and Restated 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 **Section 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, (i) each Existing Assignor hereby ratifies, restates and confirms its grant of security interests made pursuant to the Existing Trademark Agreements and (ii) each Assignor hereby unconditionally grants to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the 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 Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the 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 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 **Section 2.1**, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the 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 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 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 Credit Agreement. Pursuant to the Loan Agreement, each Assignor has granted to the Agent, for the benefit of the 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 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 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 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 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 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 Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (iii) of this **Section 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 Agent of any of its rights and remedies hereunder.

4. [Intentionally Omitted.]

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the 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 within 20 days after the first day of each fiscal quarter provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Schedule. Each Assignor authorizes the 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 **Sections 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 Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the 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 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 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 Agent is completely satisfied that such joinder will not subject the Agent or any other Secured Party to any risk of liability. The applicable Assignor shall promptly, upon demand, reimburse and indemnify the Agent and each other Secured Party for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this **Section 7.3**.

7.4. Protection of Trademarks, etc. Except with respect to any of such Pledged Trademarks that are no longer used by or, in its reasonable business judgment, are no longer useful in any material way to, such Assignor, 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. Except with respect to any of such Pledged Trademarks that are no longer used by or, in its reasonable business judgment, are no longer useful in any material way to, such Assignor, 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 after any Senior Officer of the Parent or of the Borrowing Agent obtains knowledge thereof, each Assignor will notify the 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 Agent to dispose of any of the material Pledged Trademarks or the rights and remedies of the 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 Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in **Section 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 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 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 Agent, in its own name or that of such Assignor (in the sole discretion of the 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 Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

Each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the 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 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 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 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 Agent under this power of attorney (except for the 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. AMENDMENT AND RESTATEMENT.

This Trademark Agreement amends, restates, supersedes, and replaces in their entirety the Existing Trademark Agreements. Nothing contained herein shall be construed as a novation of the obligations outstanding under the Existing Trademark Agreements, which shall remain in full force and effect, except as modified hereby. Nothing express or implied in this Trademark Agreement shall be construed as a release or discharge of the Existing Assignors under the Existing Trademark Agreements.

12. 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 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 Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

13. TERMINATION.

Upon the occurrence of payment in full, in cash, of all accrued and unpaid principal, interest and fees, and any other Obligations, 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 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 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 Agent pursuant hereto or the Loan Agreement.

14. COURSE OF DEALING.

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the 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.

15. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the 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.

16. 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.

17. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY SECURED PARTY 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 SECURED PARTY 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.

18. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be delivered in the manner and with the effect as set forth in **Section 14.3** of the Loan Agreement.

19. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignors, except as provided in **Section 6.2**. The Agent shall not be deemed to have waived any right

hereunder unless such waiver shall be in writing and signed by the 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.

20. 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 **Section 18**. 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.

21. 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 Agent nor any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the 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 Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this **Section 21**.

22. 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 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

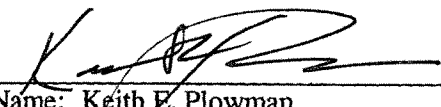
Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Guaranty, the provisions of the Loan Agreement or the Guaranty, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all 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. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Agreement shall be effective as delivery of an original executed counterpart of this Trademark Agreement.

[signature page 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: 
Name: Keith E. Plowman
Title: Executive Vice President and Chief
Financial Officer

Address: P. O. Box 2821
York, PA 17405
Attn: General Counsel
Telecopy: 717-751-3008

THE ELDER-BEERMAN STORES CORP.

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

Address: P. O. Box 2821
York, PA 17405
Attn: General Counsel
Telecopy: 717-751-3008

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 004503 FRAME: 0155

THE BON-TON STORES OF LANCASTER, INC.

By: _____

Name: H. Todd Dissinger

Title: Vice President and Treasurer

Address: P. O. Box 2821
York, PA 17405

Attn: General Counsel
Telecopy: 717-751-3008

CARSON PIRIE SCOTT II, INC.

By: _____

Name: H. Todd Dissinger

Title: Vice President and Treasurer

Address: P. O. Box 2821
York, PA 17405

Attn: General Counsel
Telecopy: 717-751-3008

BON-TON DISTRIBUTION, INC.

By: _____

Name: H. Todd Dissinger

Title: Vice President and Treasurer


Address: P. O. Box 2821
York, PA 17405

Attn: General Counsel
Telecopy: 717-751-3008

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]


TRADEMARK
REEL: 004503 FRAME: 0156

MCRIL, LLC

By: 
Name: H. Todd Dissinger
Title: Vice President and Treasurer

Address: P. O. Box 2821
York, PA 17405
Attn: General Counsel
Telecopy: 717-751-3008

THE BON-TON STORES, INC.

By: 
Name: H. Todd Dissinger
Title: Senior Vice President and Treasurer

Address: P. O. Box 2821
York, PA 17405
Attn: General Counsel
Telecopy: 717-751-3008

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 004503 FRAME: 0157

THE BON-TON TRADE, LLC

By: 

Name: Keith E. Plowman

Title: Treasurer and Chief Financial Officer

Address: P. O. Box 2821
York, PA 17405

Attn: General Counsel

Telecopy: 717-751-3008

THE BON-TON GIFTCO, INC.

By: 

Name: Keith E. Plowman

Title: President and Chief Financial Officer

Address: P. O. Box 2821
York, PA 17405

Attn: General Counsel

Telecopy: 717-751-3008

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, which were personally known, 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 and Chief Financial Officer for THE BON-TON DEPARTMENT STORES, INC., a Pennsylvania corporation).

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011

Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, which were personally known, 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 and Chief Financial Officer for THE ELDER-BEERMAN STORES CORP., an Ohio corporation).

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, which were personally known, 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 and Treasurer for THE BON-TON STORES OF LANCASTER, INC., a Pennsylvania corporation).

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, which were personally known, 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 and Treasurer for CARSON PIRIE SCOTT II, INC., a Mississippi corporation).

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, which were personally known, 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 and Treasurer for BON-TON DISTRIBUTION, INC., an Illinois corporation).

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011

Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, which were personally known, 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 and Treasurer for MCRIL, LLC, a Virginia limited liability company).

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 1st day of March, 2011, before me, the undersigned notary public, personally appeared H. Todd Dissinger, proved to me through satisfactory evidence of identification, which were personally known, 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 Senior Vice President and Treasurer for THE BON-TON STORES, INC., a Pennsylvania corporation).

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

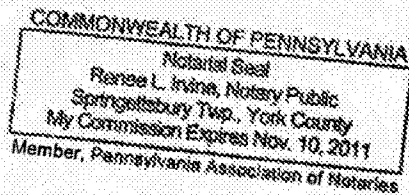
Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.

On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, which were personally known, 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).



Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Pennsylvania)
COUNTY OF York) ss.


On this 17th day of March, 2011, before me, the undersigned notary public, personally appeared Keith E. Plowman, proved to me through satisfactory evidence of identification, which were personally known, 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 GIFT CO, INC., a Florida corporation).

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee L. Irvine, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Renee L. Irvine
(official signature and seal of notary)

My commission expires: November 10, 2011

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: ANDREW CERUSSI
Title: SENIOR VICE PRESIDENT

Address: 100 FEDERAL STREET
BOSTON, MA 02110

Attn: ANDREW CERUSSI
Telecopy: 617-310-2686

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 004503 FRAME: 0168

-

SCHEDULE A

Trademarks

Owner: The Bon-Ton Trade, LLC

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
CUSTOMER FIRST	85/108,157	8/16/2010
CUSTOMER FIRST (WORD AND DESIGN)	85/108/369	8/16/2010
ZOE & BELLA	85/108,149	8/16/2010

Owner: Carson Pirie Scott II, Inc.

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
BERGNER'S	3,892,546	12/21/2010
DOGS HEAD IN CIRCLE (DESIGN)	85/194/375	12/9/2010
JB (WORD AND DESIGN)	85/247/954	2/22/2011
KENNETH ROBERTS	85/225/140	1/25/2011
LIVING QUARTERS	3,909,131	1/18/2011

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____, a corporation organized and existing under the laws of _____, having a place of business at _____ (the "Assignor"), owns the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[signature page to follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this __ day of _____, 200_.

[_____]

By: _____
Title: _____

COMMONWEALTH OR STATE OF _____)
) ss.
COUNTY OF _____)

On this the __ day of _____, 200_, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of _____ and that being duly authorized (s)he signed such instrument as a free act on behalf of _____.

[Seal]

Notary Public

My commission expires:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the __ day of _____, 200_.

By: _____
Title: _____

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date