

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Number Merger Sub, Inc.		01/13/2012	CORPORATION: CALIFORNIA
99(Cent Symbol) Only Stores		01/13/2012	CORPORATION: CALIFORNIA
Number Holdings, Inc.		01/13/2012	CORPORATION: DELAWARE
99 Cents Only Stores Texas, Inc.		01/13/2012	CORPORATION: DELAWARE
99 Cents Only Stores		01/13/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent under the Term Loan Credit Agreement		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0124114	RINSO	
Registration Number:	0699150	RINSO	
Registration Number:	1402758	HALSA	
Registration Number:	1466110	HÄLSA	
Registration Number:	2327596	HALSA	
Registration Number:	3024650	HÄLSA	
Registration Number:	1395427	ONLY 99¢ ONLY	
Registration Number:	1730121	ONLY 99¢ ONLY	
Registration Number:	1455937	99 ¢ ONLY STORES	
Registration Number:	2401900	99¢ ONLY STORES	
Registration Number:	1741928	99¢ ONLY STORES	

TRADEMARK

Registration Number:	1947809	99¢ ONLY STORES
Registration Number:	1747549	99¢ ONLY
Registration Number:	1959640	99¢
Registration Number:	1758968	LOW PRICES ARE BORN HERE AND RAISED ELSEWHERE
Registration Number:	1712553	DRIVER CARRIES 99¢ ONLY
Registration Number:	1758915	THE NO LIMIT QUALITY STORE
Registration Number:	2761939	99 THANKS
Registration Number:	1724475	OPEN 9 DAYS A WEEK 9 AM - 9 PM

CORRESPONDENCE DATA

Fax Number: (212)656-1342

Phone: 212-318-6493

Email: david.adams@thomsonreuters.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Robin Riley

Signature:

/david adams TR/

Date:

01/17/2012

Total Attachments: 12

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TRADEMARK

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):

Number Merger Sub, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: California

☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) _____

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Royal Bank of Canada, as Collateral Agent under*

Internal

Address: *the Term Loan Credit Agreement

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada

Zip: M5H 1C4

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Canadian
☐ Other _____ Citizenship _____

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

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

A. Trademark Application No.(s)

None.

B. Trademark Registration No.(s)

See attached Schedule A.

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY

Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Robin Riley
Signature

January 13, 2012

Date

Robin Riley

Name of Person Signing

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

12

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

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
99¢ Only Stores	California	Corporation	USA-California
Number Holdings, Inc.	Delaware	Corporation	USA-Delaware
99 Cents Only Stores Texas, Inc.	Delaware	Corporation	USA-Delaware
99 Cents Only Stores	Nevada	Corporation	USA-Nevada

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated January 13, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Royal Bank of Canada, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of January 13, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Number Merger Sub, Inc., 99¢ Only Stores, Number Holdings, Inc., the Lenders party thereto from time to time and Royal Bank of Canada, as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated January 13, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

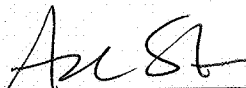
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Termination. This Trademark Security Agreement shall terminate automatically upon the Discharge of Secured Obligations.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

NUMBER MERGER SUB, INC. (which on the Effective Date shall be merged with and into 99¢ Only Stores, with 99¢ Only Stores surviving such merger as the Borrower), as a Grantor

By: 
Name: Adam Stein
Title: Vice President

By: _____
Name: Shane Feeney
Title: _____

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004699 FRAME: 0451

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


NUMBER MERGER SUB, INC. (which on the Effective Date shall be merged with and into 99¢ Only Stores, with 99¢ Only Stores surviving such merger as the Borrower), as a Grantor

By: _____
Name: Adam Stein
Title:


By: _____
Name: Shane Feeney
Title: Vice President

The undersigned hereby confirms that, as a result of its merger with Number Merger Sub, Inc., it hereby assumes all of the rights and obligations of Number Merger Sub, Inc. under this Agreement (in furtherance of, and not in lieu of, any assumption or deemed assumption as a matter of law) and is joined to this Agreement as the Borrower thereunder.

99¢ ONLY STORES, as a Grantor

By: 
Name: Eric Schiffer
Title: Chief Executive Officer


NUMBER HOLDINGS, INC., as a Grantor

By: 
Name: Eric Schiffer
Title: Chief Executive Officer

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004699 FRAME: 0454

99 CENTS ONLY STORES TEXAS, INC., as a
Grantor

By: 

Name: Eric Schiffer
Title: Senior Vice President
and Secretary

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004699 FRAME: 0455

99 CENTS ONLY STORES, as a Grantor

By: 
Name: Eric Schiffer
Title: Secretary and Treasurer

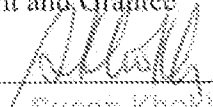
[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004699 FRAME: 0456

ROYAL BANK OF CANADA, as
Collateral Agent and Grantee

By: _____

Name:


Susan KhoKher







Title:

Manager, Agency

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004699 FRAME: 0457

SCHEDULE A

<u>Owner</u>	<u>Mark</u>	<u>Registration Number/Serial Number</u>	<u>Registration Date/Filing Date</u>
99¢ Only Stores		0124114	January 14, 1919
99¢ Only Stores	RINSO	0699150	June 7, 1960
99¢ Only Stores		1402758	July 29, 1986
99¢ Only Stores		1466110	November 24, 1987
99¢ Only Stores		2327596	March 14, 2000
99¢ Only Stores	HALSA	3024650	December 6, 2005
99¢ Only Stores	ONLY 99¢ ONLY	1395427	May 27, 1986
99¢ Only Stores	ONLY 99¢ ONLY	1730121	November 3, 1992
99¢ Only Stores	99¢ ONLY STORES	1455937	September 1, 1987
99¢ Only Stores		2401900	November 7, 2000
99¢ Only Stores		1741928	December 22, 1992
99¢ Only Stores	99¢ ONLY STORES	1947809	January 16, 1996
99¢ Only Stores	99¢ ONLY	1747549	January 19, 1993
99¢ Only Stores	99¢	1959640	March 5, 1996
99¢ Only Stores	LOW PRICES ARE BORN HERE AND RAISED ELSEWHERE	1758968	March 16, 1993
99¢ Only Stores	DRIVER CARRIES 99¢ ONLY	1712553	September 1, 1992
99¢ Only Stores	THE NO LIMIT QUALITY STORE	1758915	March 16, 1993
99¢ Only Stores	99 THANKS	2761939	September 9, 2003
99¢ Only Stores	OPEN 9 DAYS A	1724475	October 13, 1992