

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bon-Ton Trade, LLC		01/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bon-Ton Department Stores, Inc.
Street Address:	2801 E. Market Street
City:	York
State/Country:	PENNSYLVANIA
Postal Code:	17402
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3515296	AUTHENTIC U AUTHENTIC UNIVERSITY GRADE A GOODS
Registration Number:	3666012	BOSTON STORE
Registration Number:	3842899	BT JEWELLED
Registration Number:	2001829	CUDDLE BEAR
Registration Number:	2789053	EBRIDE
Registration Number:	3528518	EXERTEK
Registration Number:	3672167	FLURRYVILLE COLLECTION
Registration Number:	3684153	GAME DAY COLLECTION
Registration Number:	3584404	GIVE JOY
Registration Number:	3584389	GIVEJOY
Registration Number:	2006731	JENNY BUCHANAN
Registration Number:	2015870	JENNY BUCHANAN
Registration Number:	2015874	JENNY BUCHANAN
Registration Number:	3620462	JUST CHILL

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TRADEMARK

Registration Number:	3854437	LIVING GREEN
Registration Number:	3778686	ONE PHILOSOPHY
Registration Number:	3908977	RAMPED UP
Registration Number:	3909005	RU RAMPED UP
Registration Number:	3217597	SUSQUEHANNA TRAIL OUTFITTERS
Registration Number:	1397712	SUSQUEHANNA TRAIL OUTFITTERS
Registration Number:	1680687	THE BON-TON
Registration Number:	1661242	THE BON-TON
Serial Number:	85495083	ZOE&BELLA@BT

CORRESPONDENCE DATA

Fax Number: (717)291-4660

Phone: 717-299-5201

Email: ipdocket@barley.com

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

Correspondent Name: Scott F. Landis

Address Line 1: PO Box 1559

Address Line 4: Lancaster, PENNSYLVANIA 17608-1559

ATTORNEY DOCKET NUMBER: Y32900-900

NAME OF SUBMITTER: Scott F. Landis

Signature: /scott f. landis/

Date: 01/26/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the ~~11~~ day of January, 2012, by and between THE BON-TON TRADE, LLC ("Assignor"), a Delaware limited liability company, and THE BON-TON DEPARTMENT STORES, INC. ("Assignee") a Delaware corporation, having its principal place of business at 2801 E. Market Street, York, Pennsylvania 17402.

RECITALS:

A. Assignor is the owner of certain trademarks, applications and/or registrations (the "Trademarks"), as more fully identified on Schedule A attached hereto; and

B. Pursuant to the terms and conditions of an Assignment Agreement between Assignor and Assignee of December 31, 2011, Assignor has elected to transfer all of its right, title, and interest in and to the Trademarks to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

Assignor hereby warrants and represents to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Agreement, Assignor is the sole and lawful owner of the entire unencumbered, right, title, and interest in and to the Trademarks; that Assignor has the full right and lawful authority to sell and convey the same to Assignee as set forth herein; and that no other party has been granted any rights in the Trademarks by Assignor.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional step, reasonably requested by Assignee in order to effect, evidence, or perfect Assignee's rights in and to the Trademarks.

This Trademark Assignment shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that facsimile signatures on this Agreement shall be deemed effective and equivalent to original signatures.

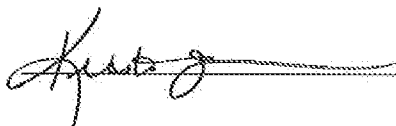
This Trademark Assignment is made and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania exclusive of any conflicts of law principle that would apply the law of another jurisdiction. The parties hereto consent and agree that any legal proceedings related to this Trademark Assignment shall be brought and maintained in a court of competent jurisdiction located in York, Pennsylvania, and the parties

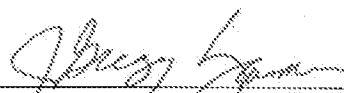
hereto agree that jurisdiction and venue for any such proceedings shall be exclusively within the courts of the Commonwealth of Pennsylvania or the United States District Court for the Middle District of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST/WITNESS:

THE BON-TON TRADE, LLC
("Assignor")



By: 

Name: J. Gregory Yawman
Title: Vice President - General Counsel

SCHEDULE "A"

TRADEMARK	FILING DATE	REG. DATE	SERIAL NUMBER	REG. NUMBER
AUTHENTIC U AUTHENTIC UNIVERSITY GRADE A GOODS (and design)	12/21/2007	10/14/2008	77/357,755	3,515,296
BOSTON STORE	09/24/2008	08/11/2009	77/577,377	3,666,012
BT JEWELLED (and design)	08/27/2009	08/31/2010	77/814,203	3,842,899
CUDDLE BEAR	07/25/1994	09/17/1996	74/553,100	2,001,829
EBRIDE	04/28/1999	12/02/2003	75/692,815	2,789,053
EXERTEK	07/11/2007	11/04/2008	77/227,149	3,528,518
FLURRYVILLE COLLECTION	12/12/2008	08/25/2009	77/632,294	3,672,167
GAME DAY COLLECTION	06/25/2008	09/15/2009	77/507,425	3,684,153
GIVE JOY (and design)	03/31/2008	03/03/2009	77/435,364	3,584,404
GIVEJOY	03/13/2008	03/03/2009	77/420,633	3,584,389
JENNY BUCHANAN	7/25/1994	10/8/1996	74/552,975	2,006,731
JENNY BUCHANAN	1/19/1996	11/12/1996	75/045,756	2,015,870
JENNY BUCHANAN	1/19/1996	11/12/1996	75/045,762	2,015,874
JUST CHILL	02/11/2008	05/12/2009	77/393,734	3,620,462
LIVING GREEN	01/13/2009	09/28/2010	77/648,515	3,854,437
ONE PHILOSOPHY (and design)	03/14/2008	04/20/2010	77/422,306	3,778,686
RAMPED UP	10/06/2009	01/18/2011	77/842,383	3,908,977
RU RAMPED UP (and design)	10/14/2009	01/18/2011	77/848,597	3,909,005
SUSQUEHANNA TRAIL OUTFITTERS	04/21/2006	03/13/2007	78/867,113	3,217,597
SUSQUEHANNA TRAIL OUTFITTERS	06/14/1985	06/17/1986	73/543,145	1,397,712
THE BON-TON	07/09/1990	03/24/1992	74/078,995	1,680,687
THE BON-TON	09/14/1990	10/15/1991	74/097,054	1,661,242
ZOE&BELLA@BT	12/14/2011		85/495,083	