

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gabriel Brothers, Inc.		03/21/2012	CORPORATION: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	299 Park Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3993678	A DIFFERENT STORE EVERY DAY	
Registration Number:	3993672	A DIFFERENT STORE EVERYDAY	
Registration Number:	2008421	GABES	
Registration Number:	1527541	GABRIEL'S	
Registration Number:	1526253	GABRIEL'S	
Registration Number:	1946999	GABRIEL BROTHERS	
Registration Number:	2555713	GABRIEL BROTHERS	
Registration Number:	1946998	GABRIEL BROTHERS	
Registration Number:	2108717	PREMIER GRAPHICS	
Registration Number:	2122183	RUGGED WEARHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		

CH \$265.00 3993678

Phone: 212-756-2132

Email: scott.kareff@srz.com

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

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

014951-1305

NAME OF SUBMITTER:

Scott Kareff (014951-1305)

Signature:

/kc for sk/

Date:

03/21/2012

Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 21, 2012, by Gabriel Brothers, Inc. ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 21, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof constituting Collateral, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

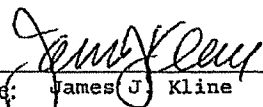
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GABRIEL BROTHERS, INC.,
a West Virginia corporation,
as Grantor

By: 
Name: James J. Kline
Title: Chief Financial Officer and
Chief Administrative Officer

Trademark Security Agreement

TRADEMARK
REEL: 004740 FRAME: 0574

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Trademarks

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>
Gabriel Brothers, Inc.	U.S.	A Different Store Every Day	USPTO Reg. No. 3993678	12/14/2010	7/12/2011
Gabriel Brothers, Inc.	U.S.	A Different Store Everyday	USPTO Reg. No. 3993672	12/14/2010	7/12/2011
Gabriel Brothers, Inc.	U.S.	Gabes	USPTO Reg. No. 2008421	11/7/1995	10/15/1996
Gabriel Brothers, Inc.	U.S.	Gabriel's	USPTO Reg. No. 1527541	7/25/1988	2/28/1989
Gabriel Brothers, Inc.	U.S.	Gabriel's and Design	USPTO Reg. No. 1526253	7/25/1988	2/21/1989
Gabriel Brothers, Inc.	U.S.	Gabriel Brothers	USPTO Reg. No. 1946999	3/1/1995	1/9/1996
Gabriel Brothers, Inc.	U.S.	Gabriel Brothers Design	USPTO Reg. No. 2555713	5/2/2001	4/2/2002

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>
Gabriel Brothers, Inc.	U.S.	Gabriel Brothers and Design	USPTO Reg. No. 1946998	3/1/1995	1/9/1996
Gabriel Brothers, Inc.	U.S.	Premier Graphics	USPTO Reg. No. 2108717	8/20/1996	10/28/1997
Gabriel Brothers, Inc.	U.S.	Rugged Wearhouse	USPTO Reg. No. 2122183	1/2/1996	12/16/1997