

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|---------------------------|
| Ollie's Bargain Outlet, Inc. | | 09/28/2012 | CORPORATION: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Manufacturers and Traders Trust Company |
| Street Address: | 25 South Charles Street, 18th Floor |
| City: | Baltimore |
| State/Country: | MARYLAND |
| Postal Code: | 21201 |
| Entity Type: | CORPORATION: MARYLAND |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 4135628 | STEELTON TECH |
| Registration Number: | 4049421 | OLLIE'S ARMY |
| Registration Number: | 4151488 | AMERICAN WAY |
| Registration Number: | 4056064 | SARASOTA BREEZE |
| Registration Number: | 4133989 | STEELTON TOOLS |
| Registration Number: | 3739690 | |
| Registration Number: | 3056652 | STEELTON TOOLS |
| Registration Number: | 1755917 | OLLIE'S BARGAIN OUTLET |
| Serial Number: | 85610300 | OLLIE'S |
| Serial Number: | 85561550 | OLLIE'S BARGAIN OUTLET |
| Serial Number: | 85414396 | COMMONWEALTH CLASSICS |

CORRESPONDENCE DATA

Fax Number: 6502138158

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

CH \$290.00 4135628

via US Mail.

Phone: 650-213-0300
Email: learnhardt@whitecase.com
Correspondent Name: White & Case LLP/Lisa Earnhardt
Address Line 1: 3000 El Camino Real, Bldg. 5, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1155735-0035 |
| NAME OF SUBMITTER: | Lisa Earnhardt |
| Signature: | /Lisa Earnhardt/ |
| Date: | 10/01/2012 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 28, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Manufacturers and Traders Trust Company, as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, OLLIE'S HOLDINGS, INC., a Delaware corporation (the "Lead Borrower"), has entered into a Credit Agreement dated as of September 28, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Lead Borrower, BARGAIN PARENT, INC., a Delaware corporation ("Parent"), the Domestic Subsidiaries of the Lead Borrower listed on the signature pages thereto, as borrowers (and together with the Lead Borrower, collectively, the "Borrowers"), the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and MANUFACTURERS AND TRADERS TRUST COMPANY, KEYBANK NATIONAL ASSOCIATION AND JEFFERIES FINANCE LLC, as joint lead arrangers and as joint bookrunners;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrowers, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 28, 2012, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Trademarks (other than any Excluded Assets), including, without limitation, each registration and application identified in Schedule 1 attached hereto;

- (b) all goodwill associated with such Trademarks; and
- (c) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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.

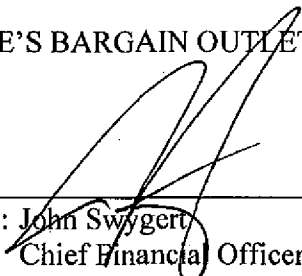
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

OLLIE'S BARGAIN OUTLET, INC.

By: 
Name: John Swygert
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement - ABL]

Acknowledged and Accepted:

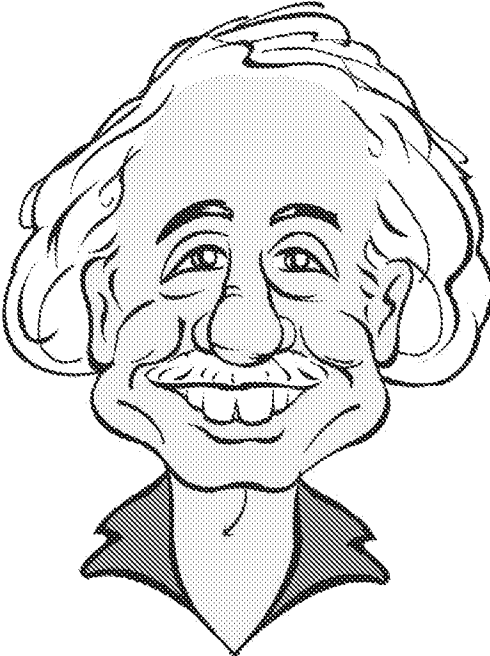

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Administrative Agent and Grantee

By: Maryanne Gruys
Name: Maryanne Gruys
Title: Administrative Vice President

Schedule 1

TRADEMARKS AND TRADEMARK APPLICATIONS

| Mark | Application No. | Registration No. | Registration Date |
|---|------------------------|-------------------------|--------------------------|
| STEELTON TECH Steelton Tech (Block Letters) | | 4135628 | 5/1/12 |
| OLLIE'S ARMY Ollie's Army (Block Letters) | | 4049421 | 11/1/11 |
| AMERICAN WAY American Way (Block Letters) | | 4151488 | 5/29/12 |
| SARASOTA BREEZE Sarasota Breeze (Block Letters) | | 4056064 | 11/15/11 |
| STEELTON TOOLS Steelton Tools (Block Letters) | | 4133989 | 5/1/12 |

| Mark | Application No. | Registration No. | Registration Date |
|--|-----------------|----------------------------------|---|
|  <p>(Design Only)</p> | | 3739690 | 1/19/10 |
| <p>STEELTON TOOLS Steelton Tools (Block Letters)</p> | | 3056652 Supplemental Register | 1/31/06 |
|  <p>Ollie's Bargain Outlet (Stylized Letters)</p> | | 1755917 | 3/2/93 |
| <p>OLLIE'S Ollie's (Block Letters)</p> | 85610300 | | 4/27/12 Application Date 8/7/12 Publication Date |
| <p>OLLIE'S BARGAIN OUTLET Ollie's Bargain Outlet (Block Letters)</p> | 85561550 | | 3/6/12 Application Date 8/14/12 Publication Date |

| Mark | Application No. | Registration No. | Registration Date |
|--|------------------------|-------------------------|---|
| COMMONWEALTH CLASSICS Commonwealth Classics (Block Letters) | 85414396 | | 9/2/11 Application Date 2/14/12 Publication Date |