

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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 Jefferies Finance LLC, 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”), OLLIE’S BARGAIN OUTLET, INC., a Pennsylvania corporation (“Ollie’s” 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 Swygart
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement - Term]

TRADEMARK
REEL: 004870 FRAME: 0129

Acknowledged and Accepted:

JEFFERIES FINANCE LLC,
as Administrative Agent and Grantee

By:  _____
Name: Mikhail Katz
Title: Vice President

*[Signature Page to IP Security Agreement]*US_ACTIVE:\44102683\2\34275.0051

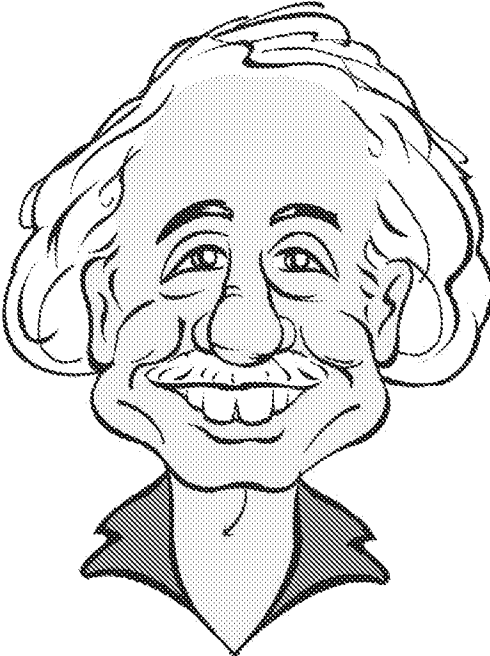

NEWYORK 8639769

TRADEMARK
REEL: 004870 FRAME: 0130

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