

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carson Pirie Scott II, Inc.		02/02/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85772207	PARADISE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	225 Franklin Street, 16th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
Signature:	/Katarzyna Schmidt/		
Date:	02/15/2013		
Total Attachments: 16			

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**SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY  
AND PLEDGE AGREEMENT**

This **SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of February 2, 2013 (this "Trademark Agreement"), between Carson Pirie Scott II, Inc., a Florida corporation (the "Assignor") and Bank of America, N.A., a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and the other financial institutions (hereinafter, collectively, "Lenders") which are from time to time parties to that certain Second Amended and Restated Loan and Security Agreement dated as of March 21, 2011 (as modified by that certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of October 25, 2012 and as further amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among the Assignor, The Bon-Ton Department Stores, Inc., a Pennsylvania corporation ("Bon-Ton"), The Bon-Ton Stores of Lancaster, Inc., a Pennsylvania corporation ("Lancaster"), Bon-Ton Distribution, Inc., an Illinois corporation ("Distribution") and McRIL, LLC, a Virginia limited liability company ("McRIL", and, together with the Assignor, Bon-Ton, Lancaster, Distribution and any other person from time to time a borrower thereunder, collectively, the "Borrowers"), each of the other Obligor party thereto, the Lenders, the Agent and the other agents and arrangers from time to time party thereto.

WHEREAS, pursuant to **Section 7.1** of the Loan Agreement, the Assignor has granted to the Agent, for the benefit of the Agent and the other Secured Parties, a security interest in the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement);

WHEREAS, pursuant to that certain Second Amended and Restated Trademark Collateral Security and Pledge Agreement, dated March 21, 2011, among Carson Pirie Scott II, Inc., a Mississippi corporation ("Oldco"), Bon-Ton, certain of Bon-Ton's affiliates party thereto and Agent, Oldco granted to Agent a continuing security interest in and first priority lien on certain trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, including certain of the those listed on Schedule A attached hereto (the "Original Trademark Agreement");

WHEREAS, the Original Trademark Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on March 22, 2011 at Reel 4503, Frame 0139;

WHEREAS, Oldco merged with and into the Assignor on February 2, 2013, with Assignor as the surviving entity;

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan Agreement; and

WHEREAS, the Assignor wishes to grant security interests in the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications of the Assignor in favor of the Agent, for the benefit of the Secured Parties, in order to secure the Obligations (as defined in the Loan Agreement), as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this **Section 1** or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See **Section 2.1.**

Associated Goodwill. All goodwill of the Assignor's and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

- (a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, and, in each case, in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, and, in each case, in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the Affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in **Section 1.3** of the Loan Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks,

and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Agent and the other Secured Parties; provided, however, that the grant of security interest shall not include any intent-to-use application for a trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such trademark. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Loan Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in **Section 2.1**, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Agent and the other Secured Parties, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only upon or after the occurrence and during the continuance of an Event of Default and if so required to effect the exercise of the rights and remedies of the Agent and Lenders hereunder, under the other Loan Documents and under applicable law with respect to the Pledged Trademarks upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure). Any such grant, assignment, transfer or conveyance shall be made in accordance with the Uniform Commercial Code.

**2.3. Supplemental to Credit Agreement.** Pursuant to the Loan Agreement, the Assignor has granted to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Loan Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the

rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademark Registrations registered or subject to a pending application for registration with the PTO which are now owned by the Assignor; (ii) this Trademark Agreement, together with the Loan Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (iii) of this **Section 3**; and (iii) except for the filing of financing statements with the Secretary of State for the applicable state of formation of the Assignor under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

### **4. [INTENTIONALLY OMITTED.]**

### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Agent's prior written consent, except as permitted by the Loan Agreement, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with any Assignor's obligations under this Trademark Agreement or the Loan Agreement.

### **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall within 20 days after the first day of each fiscal quarter provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

**6.2. Amendment to Schedule.** The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademark Registrations or pending applications for registration with the PTO under **Sections 2** or **6**.



## **7. TRADEMARK PROSECUTION.**

**7.1. Assignor Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the applicable Pledged Trademarks, and shall hold each of the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, except for any acts or omissions which constitute gross negligence or willful misconduct.

**7.2. Assignor's Duties, etc.** The Assignor shall, through its trademark counsel, continue to prosecute diligently any trademark registration applications of the material Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the material Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the material Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the material Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the applicable Assignor. No Assignor shall abandon any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld, unless such Trademark Registration or Trademark is no longer used by or, in its reasonable business judgment, is no longer useful in any material way to, the Assignor.

**7.3. Assignor's Enforcement Rights.** The Assignor shall bring suit or take other action in the Assignor's own name and in its reasonable business judgment to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, in each case, that are material to the Assignor's business in its reasonable business judgment. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any other Secured Party to any risk of liability. The applicable Assignor shall promptly, upon demand, reimburse and indemnify the Agent and each other Secured Party for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this **Section 7.3.**

**7.4. Protection of Trademarks, etc.** Except with respect to any of such Pledged Trademarks that are no longer used by or, in its reasonable business judgment, are no longer useful in any material way to, the Assignor, in general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Except with respect to any of such Pledged Trademarks that are no longer used by or, in its reasonable business judgment, are no longer useful in any material way to, the Assignor, no Assignor shall take or fail to take

any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**7.5. Notification by Assignor.** Promptly after any Senior Officer of the Parent or of the Borrowing Agent obtains knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the material Trademarks or Trademark Registrations of the Assignor or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the material Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the material Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in **Section 2.2**), the Loan Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and apply the proceeds of sale or other disposition of the Pledged Trademarks toward the payment of the Obligations as set forth in or by reference in the Loan Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the applicable Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

## **9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be materially breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

#### **10. POWER OF ATTORNEY.**

The Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent, the Lenders, the other Secured Parties and each of their respective successors and permitted assigns from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement. The Agent hereby agrees that the power of attorney granted hereby shall not be exercised unless an Event of Default shall have occurred and be continuing.

#### **11. [INTENTIONALLY OMITTED.]**

#### **12. FURTHER ASSURANCES.**

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

#### **13. TERMINATION.**

Upon the occurrence of payment in full, in cash, of all accrued and unpaid principal, interest and fees, and any other Obligations, the payment of any appropriate collateral deposits in connection with other Obligations and the occurrence of the Commitment Termination Date, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the applicable Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the applicable Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned,

transferred or conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Loan Agreement.

**14. COURSE OF DEALING.**

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**15. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

**16. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

**17. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES,**

**INCURRED BY THE AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.**

**18. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be delivered in the manner and with the effect as set forth in **Section 14.3** of the Loan Agreement.

**19. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignor, except as provided in **Section 6.2**. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**20. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402 (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York sitting in the County of Manhattan or any federal court sitting in or with jurisdiction over the Southern District of New York and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in **Section 18**. The Assignor hereby waives any objection that it may now or hereafter have to personal or subject matter jurisdiction, venue or inconvenient forum with respect to any such suit or any such court.

**21. WAIVER OF JURY TRIAL.**

**THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Agent nor any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not,

in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this **Section 21**.

## **22. MISCELLANEOUS.**

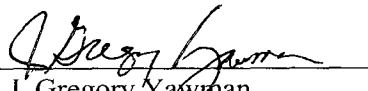
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and permitted assigns, and shall inure to the benefit of the Agent, the Lenders, the other Secured Parties and their respective successors and permitted assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Guaranty, the provisions of the Loan Agreement or the Guaranty, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Agreement shall be effective as delivery of an original executed counterpart of this Trademark Agreement.

*[signature page to follow]*

**IN WITNESS WHEREOF**, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNOR:

CARSON PIRIE SCOTT II, INC.

By:   
Name: J. Gregory Yawman  
Title: Vice President, General Counsel and Secretary

Address: 2801 East Market Street  
York, PA 17402

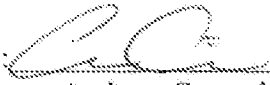
Attn: General Counsel  
Telecopy: 717-751-3008

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

**TRADEMARK**  
**REEL: 004964 FRAME: 0114**

AGENT:

BANK OF AMERICA, N.A.

By:   
Name: Andrew Cerussi  
Title: Director

Address: 100 Federal Street  
Boston, MA 02110

Attn: Andrew Cerussi  
Telecopy: 617-310-2686

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

**TRADEMARK**  
**REEL: 004964 FRAME: 0115**



## SCHEDULE A

### Trademarks

**Owner: Carson Pirie Scott II, Inc.**

<b>Trademark</b>	<b>Registration / Serial Number</b>	<b>Registration/Filing Date</b>
BERGNER'S	3,892,546	12/21/2010
BRECKENRIDGE	966,580	8/21/1973
BRECKENRIDGE	3,022,152	11/29/2005
CARSON PIRIE SCOTT	1,143,734	12/16/1980
CARSONS	1,395,289	5/27/1986
CELEBRATION WEDDING & GIFT REGISTRY	2,646,804	11/5/2002
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	3,628,605	5/26/2009
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	3,632,950	6/2/2009
CEZANI	1,869,666	12/27/1994
CEZANI	3,423,603	5/6/2008
CHANTEUSE	3,069,447	3/14/2006
CHARGE AGAINST BREAST CANCER	2,412,363	12/12/2000
COME TO THE RIGHT PLACE	2,021,357	12/3/1996
CONSENSUS	2,363,348	6/27/2000
dogs head circle (DESIGN)	4,143,662	12/9/2010
HERBERGER'S	2,278,878	9/21/1999
INTIMATE ESSENTIALS	3,483,180	8/12/2008
JB/DOGS HEAD CIRCLE (DESIGN)	4,143,891	2/22/2011
KENNETH ROBERTS	3,881,265	11/23/2010
KENNETH ROBERTS	4,139,987	1/25/2011
LITTLE MISS ATTITUDE	3,709,384	11/10/2009
LIVING QUARTERS	2,493,154	9/25/2001
LIVING QUARTERS	2,385,966	9/12/2000
LIVING QUARTERS	3,909,131	1/18/2011
MISS ATTITUDE	3,848,434	9/14/2010
MISS ATTITUDE	3,528,399	11/4/2008
MISS ATTITUDE	2,934,263	3/15/2005
MISS ATTITUDE	2,968,804	7/12/2005

MISS ATTITUDE	2,933,999	3/15/2005
MISS ATTITUDE	2,934,000	3/15/2005
NORTHERN LODGE	3,485,550	8/12/2008
NORTHERN LODGE	3,569,648	2/3/2009
PARADISE COLLECTION	3,292,860	9/18/2007
PARADISE COLLECTION Palm Tree Design	3,347,154	12/4/2007
RELATIVITY	2,384,258	9/5/2000
RELATIVITY	2,635,572	10/15/2002
STUDIO WORKS	2,407,600	11/28/2000
STUDIO WORKS	3,570,064	2/3/2009
TECH TREK	3,127,728	8/8/2006
TRIP READY	3,587,976	3/10/2009
YOUNKERS (Stylized)	1,795,407	9/28/1993
KENNETH ROBERTS PLATINUM	3,436,925	5/27/2008
PARADISE COLLECTION	(Application #) 85-772207	11/06/2012