

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gordmans, Inc.		08/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Cerberus Business Finance, LLC, as administrative agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2379498	GORDMANS
Registration Number:	2548132	G
Registration Number:	2640229	G SOMETHING UNEXPECTED
Registration Number:	3045751	GIVE THE UNEXPECTED
Registration Number:	2721561	SOMETHING UNEXPECTED

CORRESPONDENCE DATA	
Fax Number:	2125935955
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-756-2336
Email:	melissa.karp@srz.com
Correspondent Name:	M. Karp 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

CH \$140.00 2379498

ATTORNEY DOCKET NUMBER:	014951-1408
NAME OF SUBMITTER:	Melissa Karp (014951-1408)
Signature:	/kc for mk/
Date:	08/27/2013
Total Attachments: 5 source=Trademark Security Agreement for Gordmans, Inc#page1.tif source=Trademark Security Agreement for Gordmans, Inc#page2.tif source=Trademark Security Agreement for Gordmans, Inc#page3.tif source=Trademark Security Agreement for Gordmans, Inc#page4.tif source=Trademark Security Agreement for Gordmans, Inc#page5.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Gordmans, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Loan, Guaranty and Security Agreement dated as of August 27, 2013 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders"), Cerberus Business Finance, LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the ratable benefit of certain secured parties a continuing security interest in or other Lien (as defined in the Loan Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, to secure its Obligations (as defined in the Loan Agreement), a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter arising or acquired:

(i) each United States Trademark (as defined below), and each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest shall terminate upon termination of the Loan Agreement in accordance with its terms. Upon termination of this Trademark Security Agreement, at the sole expense of the Grantor and at the Grantor's request, Agent shall take such actions as may reasonably be necessary to release the Agent's security interest in the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[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 27 day of August, 2013.

GORDMANS, INC.

By: Michael D. James
Name: Michael D. James
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005098 FRAME: 0658

ACKNOWLEDGED:

CERBERUS BUSINESS FINANCE, LLC,
as Agent

By: _____

Name: *Daniel Wolf*
Title: *President*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005098 FRAME: 0659

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Company/Subsidiary	Registered Trademark	Registration Number
Gordmans, Inc.	Gordmans	2379498
Gordmans, Inc.	G (stylized)	2548132
Gordmans, Inc.	G Something Unexpected	2640229
Gordmans, Inc.	Give the Unexpected	3045751
Gordmans, Inc.	Something Unexpected	2721561

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Date Filed</u>	<u>Application No.</u>
<u>None.</u>		