

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364541

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Building #19, Inc.		12/02/2015	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ollie's Bargain Outlet, Inc.		
<b>Street Address:</b>	6295 Allentown Boulevard		
<b>City:</b>	Harrisburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17112		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2964773	BUILDING #19	
<b>Registration Number:</b>	1894407	GOOD STUFF CHEAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7172601641		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	717-232-8000		
<b>Email:</b>	trademarks@mwn.com		
<b>Correspondent Name:</b>	Sue Heberlig		
<b>Address Line 1:</b>	100 Pine Street		
<b>Address Line 4:</b>	Harrisburg, PENNSYLVANIA 17108		
<b>ATTORNEY DOCKET NUMBER:</b>	29772-0041		
<b>NAME OF SUBMITTER:</b>	Sue Heberlig		
<b>SIGNATURE:</b>	/SueHeb/		
<b>DATE SIGNED:</b>	12/03/2015		
<b>Total Attachments: 1</b> source=A4825594#page1.tif			

CH \$65.00 2964773

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT made as of this 2 day of December, 2015, by and between Building #19, Inc., a Massachusetts corporation (the "Assignor") and Ollie's Bargain Outlet, Inc., a Pennsylvania corporation (the "Assignee").

WHEREAS, Assignor is the owner of the trademark BUILDING #19, registered with the United States Patent and Trademark Office at Registration No. 2,964,773, and GOOD STUFF CHEAP, registered with the United States Patent and Trademark Office at Registration No. 1,894,407 (collectively the "Trademarks"); and

WHEREAS, pursuant to an agreement of sale dated September 11, 2015 (the "Agreement"), between Assignor and Assignee, Assignor has transferred all of its right, title, and interest in and to the Trademarks to Assignee, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee pursuant to the Agreement the entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized corporate officer on the day and year first above written.

ATTEST:

*Phyllis Lingle*

**BUILDING #19, INC.**  
("Assignor")

By

*Robert Wexler*

Name: ROBERT WEXLER

Title: Authorized Representative