

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ollie's Bargain Outlet, Inc.		01/29/2016	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	7 St. Paul Street, Suite 820		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4135628	STEELTON TECH	
<b>Registration Number:</b>	4049421	OLLIE'S ARMY	
<b>Registration Number:</b>	4151488	AMERICAN WAY	
<b>Registration Number:</b>	4056064	SARASOTA BREEZE	
<b>Registration Number:</b>	4133989	STEELTON TOOLS	
<b>Registration Number:</b>	3739690		
<b>Registration Number:</b>	3056652	STEELTON TOOLS	
<b>Registration Number:</b>	1755917	OLLIE'S BARGAIN OUTLET	
<b>Registration Number:</b>	4230186	OLLIE'S	
<b>Registration Number:</b>	4233334	OLLIE'S BARGAIN OUTLET	
<b>Registration Number:</b>	4235091	COMMONWEALTH CLASSICS	
<b>Registration Number:</b>	4855705	WHEN IT'S GONE, IT'S GONE	
<b>Registration Number:</b>	4759393	OLLIE'S BARGAIN OUTLET	
<b>Registration Number:</b>	4811822	OLLIEWOOD	
<b>Registration Number:</b>	4729175	PEAK RIDERS	
<b>Registration Number:</b>	4389577	REAL BRANDS! REAL BARGAINS!	
<b>Registration Number:</b>	4426576	REAL BRANDS! REAL CHEAP!	
<b>Registration Number:</b>	2964773	BUILDING #19	
<b>Registration Number:</b>	1894407	GOOD STUFF CHEAP	
<b>TRADEMARK</b>			

OP \$515.00 4135628

Property Type	Number	Word Mark
Serial Number:	86597297	WHEN THEY'RE GONE, THEY'RE GONE

**CORRESPONDENCE DATA**

**Fax Number:** 4048817777

*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.*

**Phone:** 404-881-7000

**Email:** angie.wicker@alston.com

**Correspondent Name:** Ginabeth B. Hutchison

**Address Line 1:** 1201 West Peachtree Street

**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Ginabeth B. Hutchison
<b>SIGNATURE:</b>	/Ginabeth B. Hutchison/
<b>DATE SIGNED:</b>	02/05/2016

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2016 (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 January 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Lead Borrower, OLLIE’S BARGAIN OUTLET, a Pennsylvania corporation (“Ollie’s”), and each of the other “Borrowers” from time to time party thereto (together with Lead Borrower and Ollie’s, collectively, the “Borrowers”), BARGAIN PARENT, INC., a Delaware corporation (“Parent”), the LENDERS party thereto from time to time, MANUFACTURERS AND TRADERS TRUST COMPANY, as lead arranger and the Administrative Agent, and the other agents named therein;

WHEREAS, it is a condition precedent to the obligations of the Lenders 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 January 29, 2016, 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 and the United States Copyright 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 the Secured Obligations:

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

(b) all Patents (other than any Excluded Assets), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;

(c) all Copyrights (other than any Excluded Assets), including, without limitation, each Copyright registration and application identified in Schedule 1 attached hereto;

(d) all Trade Secrets (other than any Excluded Assets) and any of (a), (b) or (c) to which any Grantor is an exclusive licensee of any United States Trademark, Patent or Copyright, as identified in Schedule 1 attached;

(e) any and all Proceeds of the foregoing.

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

SECTION 3. Execution in Counterparts. This 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 Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**OLLIE'S BARGAIN OUTLET, INC.,** a  
Pennsylvania corporation

By: \_\_\_\_\_

Name: John Spygert

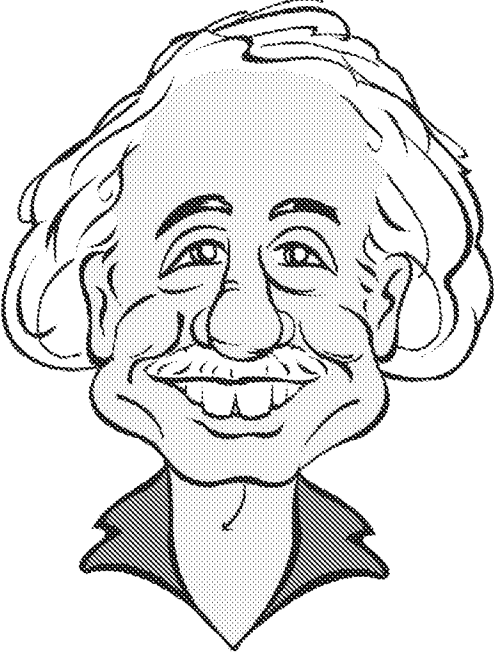

Title: Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005725 FRAME: 0411**

## TRADEMARKS

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

Mark	Application Serial No.	Registration No.	Registration Date
 <p>(Design Only)</p>		3739690	1/19/10
<p><b>STEELTON TOOLS</b> Steelton Tools (Block Letters)</p>		3056652 (Supplemental Register)	1/31/06
 <p>Ollie's Bargain Outlet (Stylized Letters)</p>		1755917	3/2/93
<p><b>OLLIE'S</b></p> <p>Ollie's (Block Letters)</p>		4230186	10/23/2012
<p><b>OLLIE'S BARGAIN OUTLET</b></p> <p>Ollie's Bargain Outlet (Block Letters)</p>		4233334	10/30/2012

Mark	Application Serial No.	Registration No.	Registration Date
COMMONWEALTH CLASSICS Commonwealth Classics (Block Letters)		4235091	10/30/12
WHEN IT'S GONE, IT'S GONE		4855705	11/17/15
OLLIE'S BARGAIN OUTLET 		4759393	6/23/2015
WHEN THEY'RE GONE, THEY'RE GONE	86597297		4/14/15 (Application Date)
STEELTON TOOLS	86571417		3/20/15 (Application Date)
STEELTON WORKWEAR	86571425		3/20/15 (Application Date)
OLLIEWOOD		4811822	9/15/15
PEAK RIDERS		4729175	4/28/15
REAL BRANDS! REAL BARGAINS!		4389577	8/20/2013
REAL BRANDS! REAL CHEAP!		4426576	10/29/2013
BUILDING #19		2964773	7/05/2005
GOOD STUFF CHEAP		1894407	5/16/1995