

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gabriel Brothers, Inc.		01/31/2017	Corporation: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3993672	A DIFFERENT STORE EVERYDAY	
Registration Number:	3993678	A DIFFERENT STORE EVERY DAY	
Registration Number:	4633992	GABES	
Registration Number:	4633993	GABES UNBELIEVABLE!	
Registration Number:	4646475	GABES UNBELIEVABLE!	
Registration Number:	4738905	GABES	
Registration Number:	2008421	GABE'S	
Registration Number:	1527541	GABRIEL'S	
Registration Number:	1526253	GABRIEL'S	
Registration Number:	2555713	GABRIEL BROTHERS	
Registration Number:	1946998	GABRIEL BROTHERS	
Registration Number:	1946999	GABRIEL BROTHERS	
Registration Number:	4633994	GABRIEL BROTHERS GB SINCE 1961	
Registration Number:	4633996	GREAT STYLES. FAMOUS BRANDS. AMAZING PRI	
Registration Number:	2108717	PREMIER GRAPHICS	
Registration Number:	4751368	RUGGED WEARHOUSE	
Registration Number:	2122183	RUGGED WEARHOUSE	
Registration Number:	4738922	UNBELIEVABLE!	
Registration Number:	4633995	UNBELIEVABLE! STYLES BRANDS PRICES	

OP \$490.00 3993672

CORRESPONDENCE DATA**Fax Number:** 2139963305

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: 213-683-6305**Email:** williamwolff@paulhastings.com**Correspondent Name:** William Wolff**Address Line 1:** c/o Paul Hastings LLP**Address Line 2:** 515 South Flower Street, Suite 2500**Address Line 4:** Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	90031.00024
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NAME OF SUBMITTER:	William Wolff
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SIGNATURE:	/William Wolff/
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DATE SIGNED:	01/31/2017
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Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017 (this "Agreement"), between GABRIEL BROTHERS, INC. (the "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent").

Reference is made to (a) the ABL Credit Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mountaineer Holdings Corporation, a Delaware corporation ("Initial Holdings"), Mountaineer Merger Corporation, a Delaware corporation (the "Parent Borrower"), the Restricted Subsidiaries of the Parent Borrower from time to time party thereto as Additional Borrowers (together with the Parent Borrower, each, a "Borrower" and collectively, the "Borrowers"), the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent, and (b) the Collateral Agreement dated of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Parent Borrower, the other borrowers from time to time party thereto, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the LC Issuers have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the LC Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks owned by such Grantor, whether now owned or hereafter acquired or arising and wherever located, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement and ABL Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the

terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

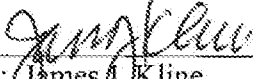
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Venue; Waiver of Jury Trial. Section 5.09(b) and (c) of the Collateral Agreement are incorporated by reference herein.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GABRIEL BROTHERS, INC.

By: 
Name: James J. Kline
Title: Chief Financial Officer and
Secretary

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 005977 FRAME: 0270

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent










By: 

Name: William Chan

Title: Director

Schedule I

TRADEMARKS

Owner	Registration Number	Mark
Gabriel Brothers, Inc.	3993672	A Different Store Everyday
Gabriel Brothers, Inc.	3993678	A DIFFERENT STORE EVERY DAY
Gabriel Brothers, Inc.	4633992	
Gabriel Brothers, Inc.	4633993	
Gabriel Brothers, Inc.	4646475	
Gabriel Brothers, Inc.	4738905	
Gabriel Brothers, Inc.	2008421	GABE'S
Gabriel Brothers, Inc.	1527541	GABRIEL'S
Gabriel Brothers, Inc.	1526253	
Gabriel Brothers, Inc.	2555713	
Gabriel Brothers, Inc.	1946998	
Gabriel Brothers, Inc.	1946999	GABRIEL BROTHERS
Gabriel Brothers, Inc.	4633994	
Gabriel Brothers, Inc.	4633996	Great Styles. Famous Brands. Amazing Prices.
Gabriel Brothers, Inc.	2108717	PREMIER GRAPHICS
Gabriel Brothers, Inc.	4751368	

[Schedule I to ABL Trademark Security Agreement]

Owner	Registration Number	Mark
Gabriel Brothers, Inc.	2122183	RUGGED WEARHOUSE
Gabriel Brothers, Inc.	4738922	UNBELIEVABLE!
Gabriel Brothers, Inc.	4633995	unbelievable! <small>STYLES * BRANDS * PRICES</small>

[Schedule I to ABL Trademark Security Agreement]