

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2ND AVE. LLC		11/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK OF PENNSYLVANIA		
Street Address:	602 OFFICE CENTER DRIVE		
Internal Address:	SUITE 100		
City:	FORT WASHINGTON		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4138838	2ND AVE VALUE STORES	
Registration Number:	3424118	2ND AVE.	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
Phone:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	116280-01037		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/12/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 27, 2017, is made by and between 2ND AVE. LLC, a Delaware limited liability company (the "Grantor"), and CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, as Lender under the Loan Agreement (as defined below) (together with its successors and assigns, "Lender"), having a business location at 602 Office Center Drive, Suite 100, Fort Washington, Pennsylvania 19034. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Grantor's right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

"Loan Agreement" means the Loan and Security Agreement, dated as of the date hereof, among Grantor, as Borrower, the other Loan Parties party thereto, and Lender from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Patents" means all of the Grantor's right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Grantor's right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties

with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to Lender, for the benefit of Secured Parties, a continuing security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interest in the Copyrights, Trademarks and Patents 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.

5. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

2ND AVE. LLC, as Grantor

By: 
Name: Christopher C. Stinnett
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

2ND AVE. LLC, as Grantor

By: _____
Name: Christopher C. Stinnett
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA

By: 
Name: Michael Puleo
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

<u>Grantor:</u>	<u>Trademark:</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
2nd Ave. LLC	2ND AVE VALUE STORES	4138838	5/8/12
2nd Ave. LLC	2ND AVE.	3424118	5/6/08