

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARSON PIRIE SCOTT II, INC.		02/07/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3892546	BERGNER'S
Registration Number:	966580	BRECKENRIDGE
Registration Number:	3022152	BRECKENRIDGE
Registration Number:	1143734	CARSON PIRIE SCOTT
Registration Number:	1395289	CARSONS
Registration Number:	3628605	CELEBRATIONS REGISTRY FOR VERY SPECIAL O
Registration Number:	3632950	CELEBRATIONS REGISTRY FOR VERY SPECIAL O
Registration Number:	3069447	CHANTEUSE
Registration Number:	2412363	CHARGE AGAINST BREAST CANCER
Registration Number:	2021357	COME TO THE RIGHT PLACE
Registration Number:	2363348	CONSENSUS
Registration Number:	4143662	
Registration Number:	4143891	JB
Registration Number:	2278878	HERBERGER'S
Registration Number:	3483180	INTIMATE ESSENTIALS
Registration Number:	3881265	KENNETH ROBERTS
Registration Number:	4139987	KENNETH ROBERTS
Registration Number:	3436925	KENNETH ROBERTS PLATINUM
Registration Number:	3709384	LITTLE MISS ATTITUDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2385966	LIVING QUARTERS
Registration Number:	2493154	LIVING QUARTERS
Registration Number:	3909131	LIVING QUARTERS
Registration Number:	2934000	MISS ATTITUDE
Registration Number:	3848434	MISS ATTITUDE
Registration Number:	3292860	PARADISE COLLECTION
Registration Number:	4361044	PARADISE COLLECTION
Registration Number:	4532638	
Registration Number:	2384258	RELATIVITY
Registration Number:	2635572	(RELATIVITY)
Registration Number:	2407600	STUDIO WORKS
Registration Number:	3570064	STUDIO WORKS
Registration Number:	1795407	YOUNKERS

CORRESPONDENCE DATA

Fax Number: 6173417729

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 02/07/2018

Total Attachments: 7

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NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Notice") dated as of February 7, 2018 by and between (i) **CARSON PIRIE SCOTT II, INC.**, a Florida corporation, as pledgor (the "Grantor"), and (ii) Bank of America, N.A., a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and the other financial institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to that certain Senior Secured, Super-Priority Debtor-In-Possession Loan and Security Agreement dated as of February 7, 2018 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "DIP Loan Agreement"), by and among The Bon-Ton Department Stores, Inc., a Pennsylvania corporation ("Bon-Ton"), the Grantor, Bon-Ton Distribution, LLC, an Illinois limited liability company ("Distribution"), McRIL, LLC, a Virginia limited liability company ("McRIL"), Bonstores Realty One, LLC, a Delaware limited liability company ("BR1LLC"), and Bonstores Realty Two, LLC, a Delaware limited liability company ("BR2LLC", and, together with Bon-Ton, the Grantor, Distribution, McRIL, BR1LLC and any other person from time to time a borrower thereunder, collectively, the "Borrowers"), each of the other Obligors party thereto, the Lenders, the Agent and the other agents and arrangers from time to time party thereto. Capitalized terms not defined herein shall have the meanings assigned to them under the DIP Loan Agreement.

WHEREAS, on February 4, 2018 (the "Petition Date"), the Borrowers and the Guarantors, as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, commenced Chapter 11 Case Nos. 18-10247 through 18-10256, as jointly administered under Chapter 11 Case No. 18-10248 (collectively, the "Chapter 11 Cases" and each individually, a "Chapter 11 Case"), with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, prior to the Petition Date, certain of the Lenders provided financing to the Borrowers pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of March 21, 2011 (as amended, the "Pre-Petition Loan Agreement"), among the Borrowers, certain of the Lenders, Agent and the other parties from time to time to party thereto;

WHEREAS, pursuant to (i) that certain Second Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of March 21, 2011, by The Bon-Ton Stores, Inc., among other grantors, in favor of Agent, recorded with the United States Patent and Trademark Office (the "USPTO") at Reel 4503, Frame 0139, (ii) that certain Supplemental Trademark Collateral Security and Pledge Agreement, dated as of February 2, 2013, by the Grantor in favor of Agent, recorded with the USPTO at Reel 4964, Frame 0100, and (iii) that certain Notice of Grant of Security Interest in U.S. Trademarks, dated as of August 15, 2016, by Bon-Ton and the Grantor in favor of Agent, recorded with the USPTO at Reel 5855, Frame 0907 (as amended, the "Pre-Petition Trademark Agreements"), the Grantor and other pledgors party thereto (hereinafter, the "Pre-Petition Grantors") granted to Agent, for the benefit of the "Secured

Parties” (as defined in the Pre-Petition Loan Agreement), a first priority security interest in, among other things, all right, title, and interests of such Pre-Petition Grantor in and to all of the “Pledged Trademarks” (as defined in each of the Pre-Petition Trademark Agreements) to secure the payment and performance of all “Obligations” (as defined in the Pre-Petition Loan Agreement);

WHEREAS, the Borrowers have requested that the Lenders provide additional financing during the pendency of the Chapter 11 Cases, which financing the Lenders have agreed to provide pursuant to the DIP Loan Agreement, on the condition that, among other things, the Borrowers and the Guarantors (including the Grantor and other pledgors party thereto) grant a continuing security interest in substantially all of their assets to secure the payment and performance in full of the Obligations;

WHEREAS, pursuant to **Section 7.1** of the DIP Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the other Secured Parties, a security interest in substantially all of the Grantor’s existing and after-acquired personal property and fixture assets, including, without limitation, all of the Grantor’s right, title and interest in the Grantor’s (i) trademarks, (ii) service marks, (iii) registrations and applications thereof, provided, however, that the grant of security interest shall not include any intent-to-use application for a trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such trademark, and (iv) all goodwill of the Grantor’s business associated with the foregoing (including the trademark and service mark registrations and applications listed on Exhibit A attached hereto, collectively, the “Trademark Collateral”), to secure the payment and performance in full of all of the Obligations and, including, without limitation, all of the obligations of the Grantor under the Guaranty;

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent, for the benefit of the Agent and the other Secured Parties, and notice is hereby given that the Grantor has granted to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in and Lien upon the Trademark Collateral, all in accordance with the terms and conditions of the DIP Loan Agreement.

The Grantor hereby authorizes the Agent to (i) file this Trademark Notice with the USPTO, (ii) modify this Trademark Notice, without the necessity of the Grantor’s further approval or signature, by amending Exhibit A hereto to include any future or other Trademark Registrations or pending applications for registration with the USPTO, which the Grantor now has or hereafter acquires any right, title or interest, and (iii) take such further actions as may be necessary or appropriate to obtain and perfect the Agent’s security interest in any such right, title or interest of the Grantor (including but not limited to recording any such amended or supplemental Trademark Notice with the USPTO).

The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the DIP Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the DIP Loan 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 Trademark Notice and the DIP Loan Agreement, the terms of the DIP Loan Agreement shall govern.


THIS TRADEMARK NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Notice shall be effective as delivery of an original executed counterpart of this Trademark Notice.


[signature pages to follow]

IN WITNESS WHEREOF, this Trademark Notice has been executed as an instrument under seal as of the day and year first above written.

CARSON PIRIE SCOTT II, INC.

By: 
Name: Nathaniel W. Adams
Title: Vice President – General Counsel & Secretary

BANK OF AMERICA, N.A., as Agent

By:  _____

Name: Andrew Cerussi

Title: Director

EXHIBIT A
TRADEMARKS

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
BERGNER'S	3,892,546	12/21/2010
BRECKENRIDGE (stylized)	966,580	8/21/1973 (Assigned 7/30/07)
BRECKENRIDGE	3,022,152	11/29/2005 (Assigned 7/30/07)
CARSON PIRIE SCOTT	1,143,734	12/16/1980
CARSONS	1,395,289	5/27/1986
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS (stylized)	3,628,605	5/26/2009
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	3,632,950	6/2/2009
CHANTEUSE	3,069,447	3/14/2006
CHARGE AGAINST BREAST CANCER	2,412,363	12/12/2000
COME TO THE RIGHT PLACE	2,021,357	12/3/1996
CONSENSUS John Bartlett	2,363,348	6/27/2000
JB/DOGS HEAD CIRCLE (DESIGN) - John Bartlett Brand	4,143,662	5/15/2012
John Bartlett Logo DOGS HEAD CIRCLE (DESIGN)	4,143,891	5/15/2012
HERBERGER'S	2,278,878	9/21/1999
INTIMATE ESSENTIALS	3,483,180	8/12/2008
KENNETH ROBERTS	3,881,265	11/23/2010
KENNETH ROBERTS	4,139,987	5/8/2012
KENNETH ROBERTS PLATINUM	3,436,925	5/27/2008

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
LITTLE MISS ATTITUDE	3,709,384	11/10/2009
LIVING QUARTERS	2,385,966	9/12/2000
LIVING QUARTERS	2,493,154	9/25/2001
LIVING QUARTERS	3,909,131	1/18/2011
MISS ATTITUDE	2,934,000	3/15/2005
MISS ATTITUDE	3,848,434	9/14/2010
PARADISE COLLECTION (Original word mark)	3,292,860	9/18/2007
PARADISE COLLECTION (Word mark for sunglasses & flip flops)	4,361,044	7/2/2013
PARADISE COLLECTION New Palm Tree Design	4,532,638	5/20/2014
RELATIVITY	2,384,258	9/5/2000
RELATIVITY	2,635,572	10/15/2002
STUDIO WORKS	2,407,600	11/28/2000
STUDIO WORKS	3,570,064	2/3/2009
YOUNKERS (Stylized)	1,795,407	9/28/1993

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