

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BONTON DEPARTMENT STORES, INC.		02/07/2018	Corporation: PENNSYLVANIA
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: 46			
Property Type	Number	Word Mark	
Registration Number:	4991097	BEAUTY STATION	
Registration Number:	3666012	BOSTON STORE	
Registration Number:	3842899	BT JEWELLED	
Registration Number:	5191722	CHEF'S QUARTERS	
Registration Number:	5005143	CHEF'S QUARTERS	
Registration Number:	4552374	CUDDLE BEAR	
Registration Number:	2001829	CUDDLE BEAR	
Registration Number:	4998553	DESIGN DISTRICT	
Registration Number:	1332638	ELDER-BEERMAN	
Registration Number:	3528518	EXERTEK	
Registration Number:	4736593		
Registration Number:	2015874	JENNY BUCHANAN	
Registration Number:	2006731	JENNY BUCHANAN	
Registration Number:	4626285	LET US FIND IT	
Registration Number:	5135982	SANTA'S PANTRY	
Registration Number:	4507524	STYLE ON THE STREET	
Registration Number:	1397712	SUSQUEHANNA TRAIL OUTFITTERS	
Registration Number:	1680687	THE BON-TON	
Registration Number:	1661242	THE BON-TON	
TRADEMARK			

CH \$1165.00 4991097

Property Type	Number	Word Mark
Registration Number:	4496279	TRENDÉVOUS
Serial Number:	87063086	STYLEREWARDS
Serial Number:	87418738	CLOSE TO HOME
Serial Number:	87063073	LOVESTYLEREWARDS
Serial Number:	87368531	YULETIDE FARMS
Registration Number:	4259055	ZOE&BELLA@BT
Registration Number:	4357088	ZOE&BELLA @BT
Serial Number:	86898865	ZOE&BELLA @BT
Serial Number:	87762369	MATTI & MAX
Serial Number:	87748141	MATTI & MAX
Serial Number:	87706897	ZOE&BELLA@BT
Serial Number:	87697689	BUZZWORX
Serial Number:	87667636	EO
Serial Number:	87626265	ZOE&BELLA@BT
Serial Number:	87537827	ZOE&BELLA@BT
Serial Number:	87535628	BETTER BRANDS. BIGGER SAVINGS.
Serial Number:	87528193	LIVING QUARTERS
Serial Number:	87505353	CUDDLE BEAR
Serial Number:	87498911	FASHION 2 GO
Serial Number:	87498969	TRAVEL QUARTERS
Serial Number:	87497118	STYLE 2 GO
Serial Number:	87495186	STYLE TO GO
Serial Number:	87495174	FASHION TO GO
Serial Number:	87492351	MEYEWEAR
Serial Number:	87488334	MEYEWEAR
Serial Number:	87471882	THE BIG GRILL
Serial Number:	87416731	DRESSOBSESSED

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 source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page1.tif source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page2.tif source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page3.tif source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page4.tif source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page5.tif source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page6.tif source=Bon-Ton - DIP Grant of Security Interest In Trademarks (BT Department 2018)#page7.tif	

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) **THE BON-TON DEPARTMENT STORES, INC.**, a Pennsylvania 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 Grantor, Carson Pirie Scott II, Inc., a Florida corporation (“CPS II”), 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 the Grantor, CPS II, 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 CPS II 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 the Grantor and CPS II 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.

THE BON-TON DEPARTMENT STORES, INC.

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

BANK OF AMERICA, N.A., as Agent

By: 

Name: Andrew Cerussi

Title: Director

[Bon Ton - Signature Page to Notice of Grant of Security Interest in U.S. Trademarks]

TRADEMARK
REEL: 006268 FRAME: 0815

EXHIBIT A
TRADEMARKS

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
♥STYLEREWARDS	87/063,086	6/7/2016
BEAUTY STATION	4,991,097	7/5/2016
BOSTON STORE	3,666,012	8/11/2009
BT◇JWELED	3,842,899	8/31/2010
CHEF'S QUARTERS	5,191,722	4/25/2017
CHEF'S QUARTERS	5,005,143	7/19/2016
CLOSE TO HOME	87/418,738	4/20/2017
CUDDLE BEAR	4,552,374	6/17/2014
CUDDLE BEAR	2,001,829	9/17/1996
DESIGN DISTRICT	4,998,553	7/12/2016
ELDER-BEERMAN (stylized)	1,332,638	4/23/1985
EXERTEK	3,528,518	11/4/2008
EXERTEK (design logo of 2 swooshes only)	4,736,593	5/12/2015
JENNY BUCHANAN	2,015,874	11/12/1996
JENNY BUCHANAN	2,006,731	10/8/1996
LET US FIND IT	4,626,285	10/21/2014
LOVESTYLEREWARDS	87/063073	6/7/2016
SANTA'S PANTRY	5,135,982	2/7/2017
STYLE ON THE STREET	4,507,524	4/1/2014
SUSQUEHANNA TRAIL OUTFITTERS	1,397,712	6/17/1986
THE BON-TON	1,680,687	3/24/1992
THE BON-TON (design)	1,661,242	10/15/1991
TRENDÉVOUS	4,496,279	3/11/2014
YULETIDE FARMS	87/368,531	3/13/2017

Trademark Name	Registration/Serial Number	Registration Date/Filing Date
ZOE & BELLA@ BT	86/898,865	2/5/2016
ZOE & BELLA@ BT (stylized)	4,259,055	12/11/2012
ZOE & BELLA@ BT (word mark)	4,357,088	6/25/2013
MATTI & MAX	87/762,369	1/19/2018
MATTI & MAX	87/748,141	1/19/2018
ZOE&BELLA@BT	87/706,897	12/4/2017
BUZZWORX	87/697,689	11/27/2017
EO	87/667,636	11/1/2017
ZOE&BELLA@BT	87/626,265	9/28/2017
ZOE&BELLA@BT	87/537,827	7/21/2017
BETTER BRANDS. BIGGER SAVINGS.	87/535,628	7/20/2017
LIVING QUARTERS	87/528,193	7/14/2017
CUDDLE BEAR	87/505,353	6/26/2017
FASHION 2 GO	87/498,911	6/21/2017
TRAVEL QUARTERS	87/498,969	6/21/2017
STYLE 2 GO	87/497,118	6/20/2017
STYLE TO GO	87/495,186	6/19/2017
FASHION TO GO	87/495,174	6/19/2017
MEYEWEAR	87/492,351	6/16/2017
MEYEWEAR	87/488,334	6/14/2017
THE BIG GRILL	87/471,882	6/1/2017
DRESSOBSESSED	87/416,731	4/19/2017

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