

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ollie's Bargain Outlet, Inc.		05/22/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	1 Light Street, 13th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4970147	STEELTON WORKWEAR	
Registration Number:	5438754	BUILDING #19	
Registration Number:	5387312	BARGAIN IS OUR MIDDLE NAME	
Registration Number:	5092995	BIRTHPLACE OF BARGAINS!	
Registration Number:	5506952	STEELTON TOOLS	
Registration Number:	5508545	STEELTON TOOLS	
Serial Number:	87516189	SARASOTA BREEZE	
Serial Number:	87381692	ICHEAP	
Registration Number:	5612598	CARESS	
Registration Number:	5371581	STEELTON TOOLS	
Registration Number:	5371589	MIDDLETON HOME	
Serial Number:	88041337	STEELTON TOOLS	
Serial Number:	87835059	MIDDLETON	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		

CH \$340.00 4970147

Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 05/23/2019

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 22, 2019 (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 an Amended and Restated Credit Agreement dated as of May 22, 2019 (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”), OBO VENTURES, INC., a Pennsylvania corporation (“OBO Ventures”), and each of the other “Borrowers” from time to time party thereto (together with Lead Borrower, Ollie’s and OBO Ventures, 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 Amended and Restated Guarantee and Collateral Agreement, dated as of May 22, 2019, 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; and

(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, each of 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.

By: _____

Name: Jay Stasz

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006652 FRAME: 0317

TRADEMARKS

Mark	Application No.	Registration No.	Registration Date
STEELTON WORKWEAR	86/571425	4970147	5/31/2016
BUILDING #19	86897650	5438754	4/3/2018
BARGAIN IS OUR MIDDLE NAME	86955992	5387312	1/23/2018
BIRTHPLACE OF BARGAINS	86/941786	5092995	11/29/2016
STEELTON TOOLS (Cl. 9 - Electrical power extension cords; Power strips; Surge protectors)	87679615	5506952	7/3/2018
STEELTON TOOLS (Cl. 27 - Anti-fatigue floor mat)	87709125	5508545	7/3/2018
SARASOTA BREEZE (Cl. 11 - Electric fans)	87516189		Application Date: 7/5/2017
ICHEAP	87381692		Application Date: 3/22/2017
CARESS	87336721	5612598	11/20/2018
STEELTON TOOLS (Cl. 11 - Portable electric heaters)	87/333986	5371581	1/2/2018
MIDDLETON HOME	87/336718	5371589	1/2/2018
STEELTON TOOLS	88/041337		Application Date: 7/17/2018
MIDDLETON	87/835059		Application Date: 3/15/2018