

02-20-2002

2.102



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

101987630

COVER SHEET  
KS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Gottschalks, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: General Electric Capital Corp.  
Internal  
Address: \_\_\_\_\_  
Street Address: 6130 Stoneridge Mall Rd.,  
Suite 300  
City: Pleasanton State: CA Zip: 94588

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: February 1, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
 2211893

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Josh S. Ridout  
 Internal Address: Paul, Hastings,  
 Janofsky & Walker LLP  
 Street Address: 555 S. Flower Street  
 23rd Floor  
 City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$190  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 16-0752  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Josh S. Ridout  
 Name of Person Signing

Signature

2/01/02  
 Date

7

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

02/20/2002 TDIAZ1 00000006 2211893

01 FC:481  
02 FC:482

40.00 OP  
150.00 OP

TRADEMARK  
REEL: 002445 FRAME: 0768

**Recordation Form Cover Sheet: Additional Registration Numbers**

<b>Trademark Name</b>	<b>Registration Number</b>
Shaver Lake	2,084,494
Sarah Bentley	2,152,922
Robert Lawrence	2,013,810
55 Plus Account	2,076,567
Harris Underground (Stylized)	1,526,249
Harris Prestige (and Design)	1,525,849

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2002, by GOTTSCHALKS INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GOTTSCHALKS INC.**

By: \_\_\_\_\_  
Name: James R. Famalette  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent and Lender

By: TAGC  
Name: Todd Gronski  
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of California            )  
  )        ss.  
County of \_\_\_\_\_)

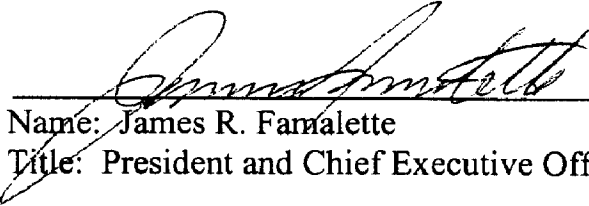
On \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, Notary Public in and for said State and County, personally appeared James R. Famalette, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GOTTSCHALKS INC.**

By:   
Name: James R. Famalette  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent and Lender

By: \_\_\_\_\_  
Name: Todd Gronski  
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

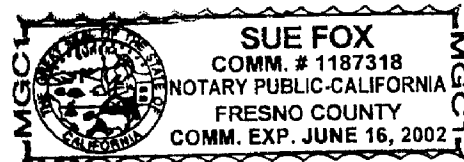
State of California )  
County of Fresno ) ss.

On January 31, 2002 before me, the undersigned, Notary Public in and for said State and County, personally appeared James R. Famalette, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

**Trademarks:**

Trademark Name	Registration Number	Application Number
Shaver Lake	2,084,494 28855 (Nevada) 100978, 100979 (California) 24874 (Washington) 30285 (Oregon)	n/a
Shaver Lake (and Design)	100887 (California) 100886 (California)	n/a
Sarah Bentley	2,152,922	n/a
Robert Lawrence	2,013,810	n/a
Method	2,211,893	n/a
55 Plus Account	2,076,567	n/a
Harris Underground (Stylized)	1,526,249	n/a
Harris Prestige (and Design)	1,525,849 88248 (California)	n/a
Harris'	33882 (California)	n/a
Harris' Underground	33293 (California)	n/a

**Trade Names:** Expressions  
Gottschalks Inc.  
Gottschalks  
Harris/Gottschalks  
Village East