

11-24-2003

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102607620 ▼ ▼

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

1. Name of conveying party(ies):
Bon-Ton Department Stores, Inc.
The Bon-Ton Stores of Lancaster, Inc.
The Bon-Ton Giftco, Inc.
The Bon-Ton Trade Corp.
The Bon-Ton Stores, Inc.
The Bon-Ton Corp.
Elder Acquisition Corp.
The Elder-Beerman Stores Corp.
Elder-Beerman West Virginia, Inc.
Elder-Beerman Holdings, Inc.
The Bee-Gee Shoe Corp.
Elder-Beerman Indiana, L.P.
The El-Bee Chargit Corp.
Elder-Beerman Operations, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Trademark Security Agreement
- Merger
- Change of Name

Execution date: October 24, 2003

2. Name and address of receiving party(ies):

Name:

General Electric Capital Corporation

Internal Address: _____

Street Address: 800 Connecticut Avenue, Two North

City: Norwalk State: CT Zip: 06854

- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/975745, 76/505519, 76/264803, 76/232809

B. Trademark Registration No.(s) 1392446, 1397712, 1661242, 1680687, 1991840, 2001829, 2006730, 2006731, 2015870

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anita Tarar

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 200 Crescent Court, Suite 300

City: Dallas State: TX Zip: 75201

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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

November 18, 2003
Date

6. Total number of applications and registrations involved:.....

43

7. Total fee (37 CFR 3.41):..... \$ 1090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

2003 NOV 18 PM 2:55
OPR/FINANCE

11/21/2003 LUMELLER 0000015 230800 76975745
01 FC:6521 40.00 IN
02 FC:6522 1090.00 IN

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SCHEDULE I

FEDERAL TRADEMARK APPLICATIONS OF THE BON-TON TRADE CORP.

Trademark	Ser. No.	Filing Date
MADISON & MAX	76/975745	March 29, 2001
OUTFITTERS EST. 1898	76/505519	April 10, 2003
WITH THIS RING I PROMISE and Design	76/264803	May 31, 2001
MADISON & MAX	76/232809	March 29, 2001

FEDERAL TRADEMARK REGISTRATIONS OF THE BON-TON TRADE CORP.

Trademark	Reg. No.	Issue Date
STUART HUGHES	1392446	May 6, 1986
SUSQUEHANNA TRAIL OUTFITTERS	1397712	June 17, 1986
THE BON-TON (design)	1661242	October 15, 1991
THE BON-TON	1680687	March 24, 1992
JUST CRACKERS	1991840	August 6, 1996
CUDDLE BEAR	2001829	September 17, 1996
ANDREA VICCARO	2006730	October 8, 1996
JENNY BUCHANAN	2006731	October 8, 1996
JENNY BUCHANAN	2015870	November 12, 1996
JENNY BUCHANAN	2015874	November 12, 1996
MODERN ELEMENTS	2331705	March 21, 2000
JENNY BUCHANAN	2335651	March 28, 2000
ZIGG'S	2342539	April 18, 2000
ANDREA VICCARO	2364707	July 4, 2000
CLUB X	2377138	August 15, 2000
ANDREA VICCARO	2379788	August 22, 2000
ZIGG'S	2426648	February 6, 2001
MODERN ELEMENTS	2449941	May 8, 2001
STO	2585759	June 25, 2002

**FEDERAL TRADEMARK APPLICATIONS OF THE
ELDER-BEERMAN STORES CORP.**

Trademark	Ser. No.	Filing Date
EBRIDE	75/692,815	April 28, 1999
EB DIRECT PLUS	76/309,059	September 5, 2001
BEERMAN'S	78/209,311	January 31, 2003
EB KIDS PLACE	78/146,963	July 24, 2002
SMART LOOKS, SMART PRICES	78/136,546	June 18, 2002
THE BEERMAN BEAR	78/284,437	August 7, 2003

**FEDERAL TRADEMARK REGISTRATIONS OF
THE ELDER-BEERMAN STORES CORP.**

Trademark	Reg. No.	Issue Date
AMY'S COOKIES (Stylized)	1,300,836	October 16, 1984
FASHIONS BY BONITO (and design)	1,327,145	March 26, 1985
ELDER-BEERMAN (Stylized)	1,332,638	April 23, 1985
EB SINCE 1883 (and Design)	1,376,391	December 17, 1985
EB KIDS PLACE (and Design)	1,573,311	December 26, 1989
AFFINITY	1,645,326	May 21, 1991
DANIELLE MARTIN (and Design)	1,798,768	October 12, 1993
WE WANT WHAT YOU WANT	2,152,631	April 21, 1998
NORTHERN EXPLORER	2,208,164	January 7, 1997
59TH STREET BROWNSTONE	2,272,732	August 24, 1999
NXP (Stylized)	2,275,027	August 31, 1999
MOONLIGHT (Design Only)	2,490,226	September 18, 2001
MOONLIGHT MADNESS	2,490,227	September 18, 2001
STUDIO COLLECTION ELDER- BEERMAN'S EXCLUSIVE (and Design)	2,625,820	September 24, 2002

**STATE TRADEMARK REGISTRATIONS OF
THE ELDER-BEERMAN STORES CORP.**

Trademark	Reg. No.	State
AMY'S BOUTIQUE	53079	MI
AMY'S BOUTIQUE	52079	MI
AMY'S BOUTIQUE	51079	MI
AMY'S BOUTIQUE	50079	MI
AMY'S BOUTIQUE	49079	MI
AMY'S BOUTIQUE	48079	MI
AMY'S BOUTIQUE	47079	MI

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 24, 2003, among the Grantors identified as such on the signature page hereof (each a "Grantor" and collectively, "Grantors") in favor of General Electric Capital Corporation ("GE Capital"), a Delaware corporation, in its capacity as Administrative Agent for the other Agents and Lenders ("Administrative Agent").

WITNESSETH:

WHEREAS, certain of Grantors ("Continuing Grantors") are party to that certain Trademark Security Agreement dated as of May 21, 2003 (the "Existing Trademark Security Agreement") among Continuing Grantors and GE Capital, as administrative agent securing the obligations pursuant to that certain Amended and Restated Credit Agreement dated as of May 21, 2003 by and among The Bon-Ton Department Stores, Inc. and The Bon-Ton Stores of Lancaster, Inc., as borrowers ("Existing Borrowers"), the other persons named therein as credit parties, GE Capital, as administrative agent and other persons signatory thereto from time to time as lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Existing Credit Agreement");

WHEREAS, the parties have agreed to amend and restate the Existing Credit Agreement (the "Credit Agreement");

WHEREAS, Continuing Grantors directly and indirectly benefit from the credit facilities made available to Existing Borrowers under the Existing Credit Agreement and together with each other Grantor will benefit directly and indirectly from the credit facilities made available to Borrowers under the Credit Agreement;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and the other Loan Documents, and in order to induce them to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement and as a condition to Administrative Agent and Lenders entering into the Credit Agreement the Credit Parties have agreed to enter into 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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto. All other undefined terms contained in this Trademark Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations (specifically including, without limitation, each Grantor's Obligations arising under the cross-guaranty provisions of Section 12 of the Credit Agreement), each Continuing Grantor hereby ratifies, acknowledges and reaffirms the lien granted by such Continuing Grantor pursuant to the Existing Trademark Security Agreement and together with each other Grantor hereby grants to Administrative Agent, for itself and the benefit of the other Agents and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which being hereinafter collectively referred to as 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 such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any intellectual property licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any intellectual property licensed under any Trademark License.

3. CONDITIONAL ASSIGNMENT OF TRADEMARKS. (a) In

addition, each Grantor hereby authorizes Administrative Agent to execute pursuant to the Power of Attorney, complete in accordance with the proper exercise of its remedies pursuant to Section 7 of the Security Agreement, and record with the United States Patent and Trademark Office ("PTO") and in any other applicable public office or agency of the United States, any State or Territory thereof, or any other country, a document in substantially the form of Exhibit A (the "Assignment of Marks") upon the occurrence and during the continuance of an Event of Default and the proper exercise of Administrative Agent's remedies under the Security Agreement and this Trademark Security Agreement.

(b) In addition to, and not by way of limitation of, the grant of security interest in the Trademark Collateral provided in Section 2, as collateral security for the complete and timely payment, performance and satisfaction of the Obligations, each Grantor hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants in accordance with the proper exercise of Administrative Agent's remedies under the Security Agreement and this Trademark Security Agreement, its entire right, title and interest in, to and under the Trademark Collateral, except for any present or future

applications to register a trademark with the PTO pursuant to Section 1(b) of the Lanham Act (United States Code, Title 15, Section 1051(b)), if such assignment is made prior to the filing of a verified statement of use pursuant to Section 1(d) of the Lanham Act (United States Code, Title 15, Section 1051(d)); provided, however, that such assignment, conveyance, mortgage, pledge, hypothecation, transfer and grant shall be and become of force and effect, with respect to any item of the Trademark Collateral, only: (i) upon or after the occurrence or during the continuance of an Event of Default; and (ii) immediately and automatically, without any notice or action of any kind by Administrative Agent, upon the sale or other disposition of such item of the Trademark Collateral pursuant to Section 7 of the Security Agreement and Article 9 of the UCC (including the transfer or other disposition of such item by any Grantor to Administrative Agent in lieu of foreclosure).

(c) Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Security Agreement and this Trademark Security Agreement, each Grantor shall be permitted to remain in full possession, enjoyment and control of all of its right, title and interest in the Trademark Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, as permitted hereunder, with all the rights pertaining thereto. In such event, all of the goodwill embodied in and associated with such Trademark Collateral shall inure to the benefit of such Grantor.

4. GRANTORS REMAIN LIABLE. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, and shall hold Administrative Agent, the other Agents and Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with Administrative Agent's interest in such Trademarks or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such Person. Each Grantor shall also remain liable under any and all Trademark Licenses to which it is a party to observe and perform all the conditions and obligations to be observed and performed by it thereunder, and each Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Trademark License. Neither Administrative Agent, the other Agents, nor any Lender shall have any obligation or liability under any of the Trademark Licenses included in the Trademark Collateral by reason of this Trademark Security Agreement and the Security Agreement, the granting of a security interest in the Trademark Collateral to Administrative Agent hereunder, the conditional assignment of the Trademark Collateral hereunder pursuant to the proper exercise of Administrative Agent's remedies under the Security Agreement and this Trademark Security Agreement, or the receipt by Administrative Agent of any payment relating thereto, nor shall Administrative Agent, the other Agents or any Lender be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor thereunder, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it thereunder or the sufficiency of any

performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any claim for payment assigned to it hereunder.

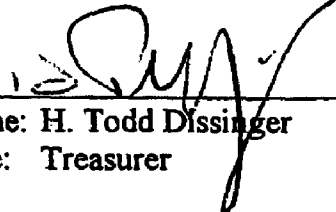
5. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for itself and the benefit of the other Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, each 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.

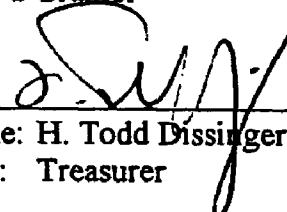
THE BON-TON STORES, INC., as a Grantor

By: 
Name: H. Todd Dissinger
Title: Treasurer

THE BON-TON CORP., as a Grantor

By: 
Name: Keith E. Plowman
Title: Treasurer

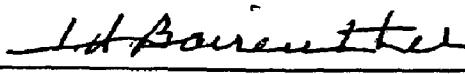
THE BON-TON DEPARTMENT STORES, INC., as a Grantor

By: 
Name: H. Todd Dissinger
Title: Treasurer

THE BON-TON TRADE CORP., as a Grantor

By: 
Name: Keith E. Plowman
Title: Treasurer


THE BON-TON STORES OF LANCASTER, INC., as a Grantor

By: 
Name: James H. Baireuther
Title: Executive Vice President


[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002864 FRAME: 0745

THE BON-TON GIFTCO, INC., as a Grantor

By: 
Name: Keith E. Plowman
Title: President

ELDER ACQUISITION CORP., as a Grantor

By: 
Name: Keith E. Plowman
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002864 FRAME: 0746

**THE ELDER-BEERMAN STORES
CORP., as a Grantor**

By: 

Name: Keith E. Plowman
Title: Vice President and Assistant
Secretary

**ELDER- BEERMAN WEST VIRGINIA,
INC., as a Grantor**

By: 

Name: H. Todd Dissinger
Title: Vice President and Assistant
Treasurer

**ELDER- BEERMAN HOLDINGS, INC.,
as a Grantor**

By: 

Name: H. Todd Dissinger
Title: Vice President and Assistant
Treasurer

**THE BEE-GEE SHOE CORP., as a
Grantor**

By: 

Name: H. Todd Dissinger
Title: Vice President and Assistant
Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**ELDER- BEERMAN INDIANA, L.P., as
a Grantor**

**By: THE ELDER-BEERMAN STORES CORP.,
its sole general partner**

By: Keith E. Plowman
Name: Keith E. Plowman
Title: Vice President and Assistant
Secretary

**THE EL- BEE CHARGIT CORP., as a
Grantor**

By: Keith E. Plowman
Name: Keith E. Plowman
Title: Vice President and Assistant
Secretary

**ELDER- BEERMAN OPERATIONS,
LLC, as a Grantor**

**By: ELDER-BEERMAN
HOLDINGS, INC., member**

By: Keith E. Plowman
Name: Keith E. Plowman
Title: Vice President and Assistant
Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002864 FRAME: 0748

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Administrative Agent

By: 

Name: Charles D. Chiodo

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002864 FRAME: 0749

EXHIBIT A

to

TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF MARKS

WHEREAS, each of The Bon-Ton Department Stores Inc., a Pennsylvania corporation ("Bon-Ton"), The Bon-Ton Stores of Lancaster, Inc., a Pennsylvania corporation ("Lancaster"), The Bon-Ton Trade Corp., a Delaware corporation ("Bon-Ton Trade") and The Bon-Ton Giftco, Inc., a Florida corporation ("Giftco") (Bon-Ton, Lancaster, Bon-Ton Trade and Giftco are sometimes collectively referred to herein as "Assignors" and individually as "Assignor"), has adopted and used and is using the trademarks identified on Schedule A hereto as indicated therein (the "Marks"), and is the owner of the registrations for such Marks in the United States Patent and Trademark Office identified on such Schedule; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all of its right, title and interest in and to the Marks, together with (a) the registrations of and pending registration applications for such Marks, (b) the goodwill of the business symbolized by and associated with such Marks and the registrations and pending registration applications thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to such Marks, the registrations or pending registration applications thereof, or such associated goodwill.

This Assignment of Marks is intended to and shall take effect at such time as the Assignors shall execute this Assignment of Marks by signing below, and Assignee shall complete this instrument by inserting its name in the second paragraph above and at the signature line below, and by signing its acceptance of this Assignment of Marks below.

IN WITNESS WHEREOF, each Assignor has caused this Assignment of Marks to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BON-TON DEPARTMENT STORES, INC.
(Assignor)**

By: _____

Name: _____

Title: _____

**THE BON-TON STORES OF LANCASTER, INC.
(Assignor)**

By: _____

Name: _____

Title: _____

THE BON-TON GIFTCO, INC.

By: _____

Name: _____

Title: _____

THE BON-TON TRADE CORP. (Assignor)

By: _____

Name: _____

Title: _____

(Assignee)

By: _____

Name: _____

Title: _____

SCHEDULE A

to

ASSIGNMENT OF MARKS

[to be completed at time of assignment]