

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Value City Department Stores, Inc.

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

Citizenship: OH

Execution Date(s): 10/7/03

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies): Yes
Additional names, addresses, or citizenship attached? No

Name: National City Commercial Finance, Inc.

Internal Address: _____

Street Address: 1965 E. Sixth Street

City: Cleveland

State: OH

Country: US Zip: 44114

Association Citizenship: _____
 General Partnership Citizenship: _____
 Limited Partnership Citizenship: _____
 Corporation Citizenship: OH
 Other: _____ Citizenship: _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other First Amendment Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark(s):

A. Trademark Application No.(s): _____

B. Trademark Registration No.(s): 2,905,989

Additional sheet(s) attached? Yes No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway
Suite 1007
Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: _____

6. Total number of applications and registrations involved: 1


7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged by Deposit Account
 Fees Enclosed

8. Payment Information:

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

9. Signature:  3/15/05
Signature Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

CIH \$40.00 193545 2905989

**Conveying Party(ies)
Continuation of the Information in Item 1**

Shonac Corporation -- Delaware -- Corporation
Execution Date: 10/7/03

DSW Shoe Warehouse, Inc. -- Missouri -- Corporation
Execution Date: 10/7/03

Gramex Retail Stores, Inc. -- Delaware -- Corporation
Execution Date: 10/7/03

Filene's Basement, Inc. -- Delaware -- Corporation
Execution Date: 10/7/03

Value City Limited Partnership -- Ohio -- Limited Partnership
Execution Date: 10/7/03

Value City of Michigan, Inc. -- Michigan -- Corporation
Execution Date: 10/7/03

GB Retailers, Inc. -- Delaware -- Corporation
Execution Date: 10/7/03

Retail Ventures Jewelry, Inc. -- Ohio -- Corporation
Execution Date: 10/7/03

Receiving Party(ies)
Continuation of the Information in Item 2

Fleet Retail Finance Inc.
40 Broad Street
Boston, MA 02109

Delaware – Corporation

FIRST AMENDMENT TO TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This First Amendment to Trademark and Trademark Applications Security Agreement (this "**Amendment**") is made as of this 7th day of October, 2003 by and among

National City Commercial Finance, Inc., an Ohio corporation with offices at 1965 E. Sixth Street, Cleveland, Ohio 44114, and Fleet Retail Finance Inc., a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agents (collectively, in such capacity, herein the "**Collateral Agents**"), for the ratable benefit of the Secured Parties (as defined in Schedule I hereto),

and

Each of the Persons listed on Schedule II hereto.

WITNESSETH:

WHEREAS, reference is hereby made to that certain Loan and Security Agreement dated as of June 11, 2002 (as the same has been, or may hereafter be, amended, modified, supplemented or restated, the "**Loan Agreement**") among (i) Value City Department Stores, Inc., an Ohio corporation (the "**Lead Borrower**"), (ii) the other Borrowers named therein, (iii) the Revolving Credit Lenders named therein, (iv) National City Commercial Finance, Inc., as Administrative Agent for the Revolving Credit Lenders named therein and as SwingLine Lender, (v) National City Commercial Finance, Inc. and Fleet Retail Finance Inc., as Collateral Agents for the Revolving Credit Lenders named therein, and (vi) National City Bank, as Issuer;

WHEREAS, reference is also hereby made to that certain Trademark and Trademark Applications Security Agreement dated as of June 11, 2002 (as the same has been, or may hereafter be, amended, modified, supplemented or restated, the "**Trademark Security Agreement**") among the Borrowers named therein and the Collateral Agents, for the ratable benefit of the Secured Parties;

WHEREAS, the Borrowers have advised the Collateral Agents that a corporate reorganization (the "**Reorganization**") has been approved by the shareholders and directors of the Lead Borrower and has been implemented subject to the consent of the Revolving Credit Lenders;

WHEREAS, pursuant to the Reorganization, Retail Ventures, Inc., an Ohio corporation with its principal executive offices at 3241 Westerville Road, Columbus, Ohio 43224-3751 (the "**Parent**"), has become the direct legal and beneficial owner of all of the issued and outstanding shares of each class of the capital stock of certain of the Borrowers and certain other entities, including, without limitation, a new wholly-owned subsidiary of the Parent known as Retail Ventures Jewelry, Inc., an Ohio corporation with its principal executive offices at 3241 Westerville Road, Columbus, Ohio 43224-3751 ("**RV Jewelry**");

WHEREAS, also pursuant to the Reorganization, VCM Ltd., an Ohio limited liability company with its principal executive offices at 3241 Westerville Road, Columbus, Ohio 43224-3751 ("**VCM**"), has voluntarily dissolved in accordance with Ohio law and, therefore, is no longer a Borrower party to the Loan Agreement or the other Loan Documents; and

WHEREAS, the Revolving Credit Lenders have agreed to consent to the Reorganization, and to modify and amend certain provisions of the Loan Agreement, provided that, among other things, (i) RV Jewelry joins in the execution of, and becomes a party to, the Loan Agreement, and (ii) RV Jewelry executes and delivers to the Collateral Agents this Amendment and joins in the execution of, and becomes a party to, the Trademark Security Agreement.

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 parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement.
2. To secure the prompt, punctual, and faithful performance of all and each of the Liabilities, RV Jewelry hereby grants to the Collateral Agents, for the ratable benefit of the Secured Parties, a continuing security interest in and to, and assigns to the Collateral Agents, for the ratable benefit of the Secured Parties, all right, title and interest of RV Jewelry in and to the Marks.
3. RV Jewelry hereby (a) joins in the execution of, and becomes a party to, the Trademark Security Agreement, (b) agrees that RV Jewelry shall, for all purposes, be deemed to be a "Borrower" under the Trademark Security Agreement, and (c) agrees that RV Jewelry is bound by all representations, warranties, covenants, agreements, liabilities and obligations of the Borrowers under the Trademark Security Agreement and all related documents, in each case, with the same force and effect as if RV Jewelry was a signatory to the Trademark Security Agreement and such related documents and was expressly named therein.
4. Exhibit "A" to the Trademark Security Agreement is hereby supplemented as set forth on Exhibit "A" attached hereto.
5. Except as specifically provided herein, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. The Borrowers (including RV Jewelry) hereby ratify, confirm, and reaffirm all representations, warranties, and covenants contained therein. The Borrowers (including RV Jewelry) further acknowledge and agree that the Borrowers do not have any knowledge of any offsets, defenses, or counterclaims against the Collateral Agents or the other Secured Parties thereunder.
6. This Amendment, which may be executed in multiple counterparts, constitutes the entire agreement of the parties regarding the matters contained herein and shall not be modified by any prior oral or written discussions.
7. It is intended that this Amendment take effect as an instrument under seal as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers under seal as of the date first appearing above.

BORROWERS:

VALUE CITY DEPARTMENT STORES, INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

SHONAC CORPORATION

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

DSW SHOE WAREHOUSE, INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

GRAMEX RETAIL STORES, INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

FILENE'S BASEMENT, INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

VALUE CITY LIMITED PARTNERSHIP

By: Westerville Road GP, Inc., its General Partner

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

VALUE CITY OF MICHIGAN, INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

GB RETAILERS, INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

RETAIL VENTURES JEWELRY INC.

By: James McGrady
Name: James A. McGrady
Title: Chief Financial Officer

COLLATERAL AGENTS:

NATIONAL CITY COMMERCIAL FINANCE,
INC., as Collateral Agent

By: _____
Name: James Ritchie
Title: Vice President

FLEET RETAIL FINANCE INC., as Collateral
Agent

By: _____
Name: James R. Dore
Title: Vice President

VALUE CITY OF MICHIGAN, INC.

By: _____
Name: James A. McGrady
Title: Chief Financial Officer

GB RETAILERS, INC.

By: _____
Name: James A. McGrady
Title: Chief Financial Officer

RETAIL VENTURES JEWELRY, INC.

By: _____
Name: James A. McGrady
Title: Chief Financial Officer

COLLATERAL AGENTS:

NATIONAL CITY COMMERCIAL FINANCE,
INC., as Collateral Agent

By:  _____
Name: James Ritchie
Title: Vice President

FLEET RETAIL FINANCE INC., as Collateral
Agent

By: _____
Name: James R. Dore
Title: Vice President

VALUE CITY OF MICHIGAN, INC.

By: _____
Name: James A. McGrady
Title: Chief Financial Officer

GB RETAILERS, INC.

By: _____
Name: James A. McGrady
Title: Chief Financial Officer

RETAIL VENTURES JEWELRY, INC.

By: _____
Name: James A. McGrady
Title: Chief Financial Officer

COLLATERAL AGENTS:

NATIONAL CITY COMMERCIAL FINANCE,
INC., as Collateral Agent

By: _____
Name: James Ritchie
Title: Vice President

FLEET RETAIL FINANCE INC., as Collateral
Agent

By: James R. Dore
Name: James R. Dore
Title: Managing Director

SCHEDULE I**Secured Parties**

Secured Party	Capacity
National City Commercial Finance, Inc.	Administrative Agent Collateral Agent Revolving Credit Lender SwingLine Lender
Fleet Retail Finance Inc.	Collateral Agent Co-Syndication Agent Revolving Credit Lender
National City Bank	Issuer Co-Lead Arranger
Wells Fargo Retail Finance, LLC	Co-Syndication Agent Co-Lead Arranger Revolving Credit Lender
The CIT Group/Business Credit, Inc.	Co-Documentation Agent Co-Lead Arranger Revolving Credit Lender
Fleet Securities, Inc.	Co-Lead Arranger
General Electric Capital Corporation	Co-Documentation Agent Revolving Credit Lender
Any other Revolving Credit Lender which may now or hereafter become party to the Loan Agreement	
Any other Person to whom the Liabilities are owing, including, without limitation, any Affiliate of any Agent who provides any service or accommodation to, or for the account of, any Borrower pursuant to any Loan Document, including cash management services, Hedge Agreements and the issuances of L/C's	

SCHEDULE II

Borrowers

Value City Department Stores, Inc.
Shonac Corporation
DSW Shoe Warehouse, Inc.
Gramex Retail Stores, Inc.
Filene's Basement, Inc.
Value City Limited Partnership
Value City of Michigan, Inc.
GB Retailers, Inc.
Retail Ventures Jewelry, Inc.

SUPPLEMENT TO EXHIBIT A

Trademarks

As of October 7, 2003

Retail Ventures, Inc.

A. Registered Federal and State Trademarks and Service Marks:

None

B. Federal and State Trademark and Service Mark Applications:

MARK	REGISTRATION/SERIAL NUMBER	FILING DATE
RETAIL VENTURES INC	2905989	09/03
	2905989	

Retail Ventures Imports, Inc. None

Retail Ventures Services, Inc. None

Retail Ventures Jewelry, Inc. None