

07-14-1999

Tab settings 7-12-99



To the Honorable Commissioner of Pa

ached original documents or copy thereof.

101090182

1. Name of conveying party(ies):

Fleet Bank, N.A.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: June 29, 1999

2. Name and address of receiving party(ies)

Name: Big Bear Stores Company

Internal Address: _____

Street Address: 770 West Goodale Blvd.

City: Columbus State: OH ZIP: 43212

- 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 patent number(s):

A. Trademark Application No.(s)

See attached Schedules 1 and 2

B. Trademark Registration No.(s)

See attached Schedules 1 and 2

Additional numbers attached? Yes No

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

Name: David S. Berlin

Internal Address: _____

Paul, Weiss, Rifkind, Wharton & Garrison

Street Address: _____

1285 Avenue of the Americas

City: New York State: NY ZIP: 10019

07/13/1999 DNGUYEN 00000152 676120

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$740

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

01-FC:481
02-FC:482

40.00 OP
700.00 OP

DO NOT USE THIS SPACE

fee OK

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.

David S Berlin
Name of Person Signing

David S Berlin
Signature

7/8/99
Date

Total number of pages including cover sheet, attachments, and document: 10

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

SCHEDULE ~~1~~ 1BIG BEAR ISSUED MARKS - FEDERAL

<u>REG. NO.</u>	<u>MARK</u>	<u>ISSUED DATE</u>	<u>LATEST RENEWAL</u>	<u>NEXT RENEWAL</u>
676,120	Buckeye	3/24/59	3/24/79	3/24/99
734,629	Betty Brown	7/17/62	7/17/82	7/12/2002
805,304	Buckeye Big Ten	3/8/66	3/8/86	3/8/2006
805,341	B Buckeye Stamp 10 and design	3/8/66	3/8/86	3/8/2006
820,855	Top Crisp	12/20/66	12/20/86	12/20/2006
959,563	Design of Bear	5/22/73	5/22/79	5/22/93
962,166	Design of Young Girl	6/26/73	6/26/79	6/26/93
981,375	Big Bear & Design	3/26/74	3/26/80	3/26/94
981,376	Big Bear	3/26/74	3/26/80	3/26/94
1,041,506	Betty Brown	6/15/76	6/15/82	6/15/96
1,050,209	Big Bear & Design	10/12/76	10/12/82	10/12/96
1,143,582	Betty Brown & Design	12/16/80	12/16/86	12/16/2002
1,213,630	Betty Brown Bakery & Design	10/19/82	10/19/88	10/19/2002
1,213,631	Betty Brown's Finest & Design (sm)	10/19/82	10/19/88	10/19/2002
1,215,364	Get the Bear Minimum Price	11/2/82	11/2/88	11/2/2002
1,217,928	Misc. Design (Bear With Slashing Paw)	11/23/82	11/23/88	11/23/2002
1,217,929	Big Bear & Design	11/23/82	11/23/88	11/23/2002
1,282,698	Betty Brown's Finest & Design (tm)	6/19/84	6/19/90	6/19/2004
1,283,526	Betty Brown Bakery	6/26/84	None	6/26/90
1,518,534	That's My Bear	12/27/88	None	12/27/94
1,529,025	Big Bear Plus	3/7/89	None	3/7/95
918,238	Harts Family Center	8/10/71	8/10/76	8/10/91
1,523,969	Glve Em A Big Bear Hug	2/7/89	None	2/7/95
1,529,025	Big Bear Plus	3/7/89	None	3/7/95

TRADE-MARK

REEL 0658 FRAME 32

3413K

SCHEDULE ~~200~~ 2

HARTS ISSUED MARKS - FEDERAL

REEL 0658 FRAME 329
TRADE-MARK

<u>REG. NO.</u>	<u>MARK</u>	<u>ISSUED DATE</u>	<u>LATEST RENEWAL</u>	<u>NEXT RENEWAL</u>
893,463	Harts & Design	6/23/70	1975	6/23/90
916,474	Harts	7/13/71	7/13/77	7/13/91
1,209,304	Harts Bring Value Home to You	9/14/82	9/14/88	9/14/2002
1,209,305	Harts (and design)	9/14/82	9/14/88	9/14/2002
1,326,032	Clover Club	3/19/85	None	3/19/91

3414K

**RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks, dated as of June 29, 1999, is executed by Fleet Bank, N.A. (as successor in interest to NatWest USA Credit Corp.), as the lender (the "Lender") under that certain Loan and Security Agreement dated as of June 29, 1989 (the "Loan and Security Agreement"), among the Lender, Big Bear Stores Company ("Big Bear") and Hart Stores, Inc. ("Hart Stores").

WHEREAS, to secure the performance of Big Bear's and Hart Stores' obligations under the Loan and Security Agreement, each of Big Bear and Hart Stores has entered into the following Collateral Assignments of Trademarks:

- (i) Collateral Assignment of Trademarks dated as of June 29, 1989 and recorded in the PTO as of July 3, 1989 at Reel/Frame 0658/0625, pursuant to which Big Bear granted a security interest to the Lender in the Trademarks, Foreign Trademarks and Future Trademarks (as defined therein), the goodwill associated therewith and certain other assets with respect to the Trademarks, Foreign Trademarks and Future Trademarks, including the trademarks set forth in Schedule 1 attached hereto (collectively, the "Big Bear Trademark Collateral") and
- (ii) Collateral Assignment of Trademarks dated as of June 29, 1989 and recorded in the PTO as of July 3, 1989 at Reel/Frame

0658/0322, pursuant to which Hart Stores granted a security interest to the Lender in the Trademarks, Foreign Trademarks and Future Trademarks (as defined therein), the goodwill associated therewith and certain other assets with respect to the Trademarks, Foreign Trademarks and Future Trademarks, including the trademarks set forth in Schedule 2 attached hereto (collectively, the "Hart Stores Trademark Collateral")

WHEREAS, Big Bear and Hart Stores have requested that the Agent relinquish, release and discharge any and all interest it may have in the Big Bear Trademark Collateral and the Hart Stores Trademark Collateral and the Agent has agreed to do so.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fleet Bank, as Lender, relinquishes, releases and discharges, without any recourse, representations and warranties, its security interest in, to and under the Big Bear Trademark Collateral and the Hart Stores Trademark Collateral, including the trademarks and the goodwill associated therewith as set forth on Schedule 1 and Schedule 2 attached hereto.

IN WITNESS WHEREOF, the undersigned has caused this Release of
Security Interest in Trademarks to be duly executed as of June 29, 1999.

FLEET BANK, N.A., as Lender

By: 
Name: Thomas B. Joyce
Title: Senior Vice President

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On June 29, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas E. Joyce, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of FLEET BANK, N.A. with full authority to do so.

Arturo A. Molina
Notary Public

Arturo A. Molina
Notary Public, State of New York
No. 01M06026489
Qualified in Queens
Commission Expires: 6/14/01

SCHEDULE #1BIG BEAR ISSUED MARKS - FEDERAL

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1,283,526	Betty Brown Bakery	6/26/84	None	6/26/90
1,518,534	That's My Bear	12/27/88	None	12/27/94
1,529,025	Big Bear Plus	3/7/89	None	3/7/95
918,238	Harts Family Center	8/10/71	8/10/76	8/10/91
1,523,969	Give Em A Big Bear Hug	2/7/89	None	2/7/95
1,529,025	Big Bear Plus	3/7/89	None	3/7/95

REEL 0658 FRAME 632
TRADE-MARK

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SCHEDULE 2

HARTS ISSUED MARKS - FEDERAL

REEL 0658 FRAME 329
TRADE-MARK

<u>REG. NO.</u>	<u>MARK</u>	<u>ISSUED DATE</u>	<u>LATEST RENEWAL</u>	<u>NEXT RENEWAL</u>
893,463	Harts & Design	6/23/70	1975	6/23/90
916,474	Harts	7/13/71	7/13/77	7/13/91
1,209,304	Harts Bring Value Home to You	9/14/82	9/14/88	9/14/2002
1,209,305	Harts (and design)	9/14/82	9/14/88	9/14/2002
1,326,032	Clover Club	3/19/85	None	3/19/91

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SCHEDULE A

Additional Receiving Party

**Hart Stores, Inc., a Delaware corporation
770 West Goodale Blvd.
Columbus, OH 43212**