

08-13-2001



101809467

Attorney Docket No.: 49076-0000



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

<p>1. Name of conveyance: 8-7-01</p> <p>a. Ames Realty II, Inc.- a Delaware corporation; b. Ames Merchandising Corporation-a Delaware corporation; c. Ames Department Stores, Inc.-a Delaware corporation; d. Ames Transportation Systems, Inc.-a Delaware corporation; e. Amesplace.com, Inc.-a Delaware corporation.</p>	<p>2. Name and address of receiving party(ies):</p> <p>Kimco Funding, LLC 3333 New Hyde Park Road New Hyde Park, New York 11042-0020</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: a Delaware limited liability company</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: August 3, 2001 Effective Date: August 3, 2001</p>	<p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): See Attached Schedule</p>	<p>B. Trademark Registration No.(s): See Attached Schedule</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Cathleen F. Baraloto, Legal Assistant Attn: TMSU Morgan, Lewis & Bockius LLP 1800 M Street, N.W. Washington, D.C. 20036</p> <p>Telephone: 202-467-7399 Facsimile: 202-467-7176 E-Mail: cbaraloto@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: 95</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u> <u>94</u> x \$25.00 = \$ <u>2,350.00</u> Total \$ 2,390.00</p> <p><input checked="" type="checkbox"/> Authorized to charge any additional fees to deposit account</p> <p>8. Deposit account number: 13-4520</p>

08/10/2001 LNUELLER 00000201 1915748
01 FC:481 40.00 DP
02 FC:482 2350.00 DP

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.

Cathleen F. Baraloto
Name of Person Signing

Cathleen F. Baraloto
Signature

8/7/01
Date

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

AMES MERCHANDISING CORPORATION SERVICE MARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
55 GOLD	1,915,748	42	08/29/95	Registered
AMES	1,539,718	42	05/16/89	Registered
AMES and Design	2,396,028	35	10/17/00	Registered
AMES ONLINE	75/709,289	42	05/18/99	Pending
AMESMARKETPLACE.COM	73/835,634	35	10/29/99	Pending
AMESMEDS	76/013,216	35	03/31/00	Pending
AMESMEDS.COM	76/013,217	35	03/31/00	Pending
AMBSMEDS.COM and Design	76/104,068	35	08/07/00	Pending
AMESPLACE.COM	76/075,208	35	06/21/00	Pending
AMESSTORES.COM	76/075,207	35	06/21/00	Pending
AMESSTORES.NET	75/714,163	42	05/18/99	Pending
BARGAINS BY THE BAGFUL	2,102,695	35	10/07/97	Registered
BARGANS BY THE BYTEFUL	75/092,290	42	05/18/99	Pending
BOLSAS Y BOLSAS DE OFERTAS	76/012,258	35	03/29/00	Pending
[REDACTED]				
CRAFTS & MORE	1,527,525	42	02/28/89	Registered
DENIM ZONE	75/891,322	35	01/07/00	Pending
DENIM ZONE and Design	2,271,446	35	08/24/99	Registered
[REDACTED]				
[REDACTED]				
PAWSITIVELY PETS	1,808,209	42	11/30/93	Registered
PAWSITIVELY PETS	1,830,730	42	04/12/94	Registered
PERFECT PLUS and Design	75/176,745	42	10/03/96	Pending
[REDACTED]				
SHARE BECAUSE YOU CARE	1,779,883	42	06/29/93	Registered
THE DIAMOND DISTRICT	1,897,136	42	05/30/95	Registered

AMES MERCHANDISING CORPORATION SERVICE MARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
WHEN YOU CAN'T FIND IT NEAR ... SHOP HERE!	75/890,858	35	01/07/00	Pending



AMES MERCHANDISING CORPORATION TRADEMARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ALPINE RIDGE	75/737,400	20, 22	06/25/99	Pending
ALPINE RIDGE	2,379,060	25	08/22/00	Published
ALPINE RIDGE	2,410,722	14	01/07/00	Registered
ALPINE RIDGE	75/928,483	18	02/28/00	Pending
ALPINE RIDGE	75/928,498	25	02/24/00	Published
ALPINE RIDGE	76/137,586	11, 20, 21, 24, 28	09/28/00	Pending

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AMES	1,556,321	5, 8	09/12/89	Registered
AMES DEPENDABLE	75/891,321	1	01/07/00	Pending
AMES DEPENDABLE	75/891,631	2	01/07/00	Pending

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BODY IMAGE	2,195,616	25	10/13/98	Registered

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLASSIC LIVING	1,119,477	2	06/05/79	Registered
CLASSIC LIVING	1,347,943	20	07/09/85	Registered
CLASSIC LIVING	2,374,358	14	08/08/00	Registered
CLASSIC LIVING	75/928,499	20	02/28/00	Pending

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
COOL BLUES	1,523,622	25	02/07/89	Registered
COOL BLUES	2,052,779	25	04/15/97	Registered
COOL BLUES	2,180,392	25	08/11/98	Registered
COOL BLUES	75/890,855	25	01/07/00	Published

AMES MERCHANDISING CORPORATION TRADEMARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
COUNTRY CLOSET	2,164,422	25	06/09/98	Registered
COUNTRY CLOSET	75/928,497	25	02/28/00	Pending
[REDACTED]				
CRAFTS & MORE	75/928,487	22	02/28/00	Pending
[REDACTED]				
CROSS CURRENTS	2,332,555	25	03/21/00	Registered
CROSS CURRENTS	75/928,490	25	02/28/00	Pending
CROSS CURRENTS CC and Design	1,241,279	25	06/07/83	Registered
CROSS CURRENTS CC Stylized Letters	1,183,065	25	12/22/81	Registered
CUDDLE TOWNE	1,494,327	25	06/29/88	Registered
CUDDLE TOWNE	75/737,455	25	06/25/99	Pending
CURRENT TREND	75/928,475	11	02/28/00	Pending
CURRENT TRENDS	75/806,329	20	09/23/99	Published
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				
E.Z. GEAR	1,830,825	25	04/12/94	Registered
[REDACTED]				
[REDACTED]				
[REDACTED]				
HANDY PRO	1,960,982	7, 8, 11, 14, 20	03/05/96	Registered
HANDY PRO	2,273,656	7, 20, 21	08/31/99	Registered
HILLARY FASHIONS	1,370,279	25	11/12/85	Registered
[REDACTED]				
[REDACTED]				
[REDACTED]				

AMES MERCHANDISING CORPORATION TRADEMARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HOLIDAY ACCENTS	1,745,155	11	01/05/93	Registered
HOLIDAY ACCENTS	1,766,816	28	04/20/93	Registered
HOLIDAY ACCENTS	2, 182,428	16	08/18/98	Registered
HOLIDAY ACCENTS	75/928,488	11, 16, 28	02/28/00	Pending
IMPRESSIONS Stylized Letters	1,219,180	24	12/07/82	Registered

JELLY BEANS and Design	1,245,376	25	07/12/83	Registered
---------------------------	-----------	----	----------	------------

KITCHEN TRADITIONS	75/928,484	8, 9, 21	02/28/00	Pending
--------------------	------------	----------	----------	---------

LIZ THOMAS	1,360,692	25	09/17/85	Registered
LIZ THOMAS	1,869,588	25	12/27/94	Registered
LIZ THOMAS	2,282,518	14, 26	10/05/99	Registered
LIZ THOMAS	75/709,288	14	05/18/99	Published
LT BY LIZ THOMAS	75/709,287	25	05/18/99	Published
LT BY LIZ THOMAS	76/012,260	14	03/29/00	Pending

MEDALLION	76/128,252	3, 5, 8, 10, 21	09/13/00	Pending
-----------	------------	-----------------	----------	---------

AMES MERCHANDISING CORPORATION TRADEMARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PAWSITIVELY PETS	76/109,369	21	08/15/00	Pending
PAWSITIVELY PETS	1,835,609	31	05/10/94	Registered
PAWSITIVELY PETS	2,266,206	11, 16, 21	08/09/99	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PREMIER CLASSIC	2,208,420	28	12/08/98	Registered
PREMIER CLASSIC	76/183,588	28	12/19/00	Pending
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RESOLUTE BAY	75/737,423	25	06/25/99	Published
RESOLUTE BAY	1,327,154	25	03/26/85	Registered
RESOLUTE BAY	75/928,491	25	02/28/00	Pending
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SWEET NOTIONS	1,346,165	18, 25	07/02/85	Registered
TIMBERTRAIL	1,435,776	25	04/07/87	Registered
TIMBER TRAIL	2,205,609	25	11/24/98	Registered

AMES MERCHANDISING CORPORATION TRADEMARKS

<u>Mark Name</u>	<u>Serial Number/ Registration Number</u>	<u>Classes</u>	<u>Date Filed/ Date Registered</u>	<u>Status</u>
TIMBER TRAIL	1,840,628	25	06/21/94	Registered
TIMBER TRAIL	76/012,259	25	03/29/00	Pending
TIMELESS TREASURES	1,887,288	28	04/04/95	Registered
TIMELESS TREASURES	75/890,860	28	01/07/00	Pending
[REDACTED]				
TUMBLE BEARS	2,406,635	25	11/21/00	Registered
TUMBLE BEARS	75/737,454	25	06/25/99	Published
TUMBLE BEARS	75/891,632	28	01/07/00	Pending
VICTORIAN VILLAGE	2,050,030	11	04/01/97	Registered
VICTORIAN VILLAGE COLLECTIBLES	75/325,676	21	07/17/97	Pending
WEE FOLKS	75/737,456	14, 25	06/25/99	Pending
WEE FOLK	1,351,779	25	07/30/85	Registered
[REDACTED]				
[REDACTED]				
WONDER TREE	2,286,164	28	10/12/99	Registered
WONDER TREE	75/928,489	28	02/28/00	Pending
WONDER TREE and Design	2,286,163	28	10/12/99	Registered
[REDACTED]				
[REDACTED]				

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2001, by AMES REALTY II, INC., a Delaware corporation ("Borrower"), AMES MERCHANDISING CORPORATION, a Delaware corporation ("AMC"), AMES DEPARTMENT STORES, INC., a Delaware corporation ("Parent"), AMES TRANSPORTATION SYSTEMS, INC., a Delaware corporation ("ATS"), and AMESPLACE.COM, INC., a Delaware corporation ("AmesPlace" and together with Borrower, AMC, Parent, and ATS, each a "Grantor" and collectively, the "Grantors"), in favor of KIMCO FUNDING, LLC, a Delaware limited liability company, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among Grantors, Agent and the persons signatory thereto from time to time as lenders ("Lenders") (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make Loans, as provided for in the Credit Agreement, each Grantor has agreed to grant a continuing Lien on the Trademark Collateral (as hereinafter defined);

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make Loans as provided for in the Credit Agreement, each Grantor has agreed to grant a continuing Lien on the Collateral to secure the Obligations pursuant to a Security Agreement dated as of the date hereof (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, each 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, each Grantor hereby agrees 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such 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, without limitation, 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 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. Each 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.

4. Limitations on Rights. Notwithstanding anything contained herein to the contrary, the terms and conditions of this Trademark Security Agreement are subject to the terms and conditions of the Intercreditor Agreement, including, but not limited to, terms and conditions relating to the priority of security interests. In the event of a conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall prevail.

[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.

AMES REALTY II, INC.

By:

Name: David H. Lissy

Title: Vice President

AMES MERCHANDISING CORPORATION

By:

Name: David H. Lissy

Title: Vice President

AMES DEPARTMENT STORES, INC.

By:

Name: David H. Lissy

Title: Senior Vice President

AMES TRANSPORTATION SYSTEMS, INC.

By:

Name: David H. Lissy

Title: Vice President

AMESPLACE.COM, INC.

By:

Name: David H. Lissy

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

KIMCO FUNDING, LLC, as Agent

By: Raymond Edwards

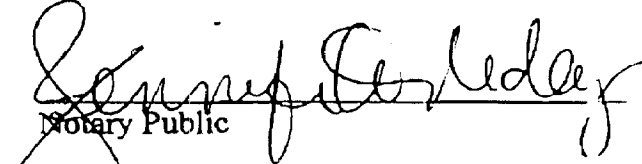
Name: Raymond Edwards

Title: Vice President of Kimco Realty Corporation,
Managing Member of Kimco Funding, LLC

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 7th day of Aug. 2001, before me personally appeared David H. Gussy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ames Department Stores, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

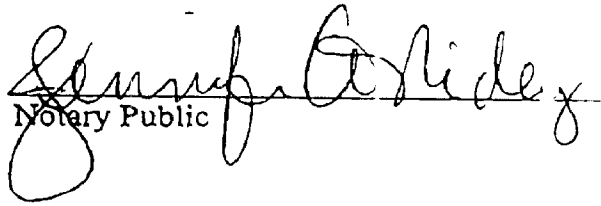

Notary Public

JENNIFER A. NIDAY
Notary Public, State of New York
No. 01NI6047265
Qualified in New York County
Commission Expires Aug. 28, 2002

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 5rd day of Aug. 2001, before me personally appeared David H. Lissy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ames Realty II, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

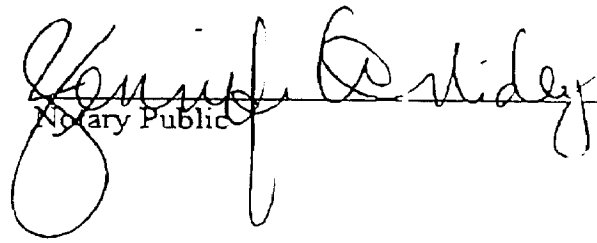

Notary Public

JENNIFER A. NIDAY
Notary Public, State of New York
No. 01N16047265
Qualified in New York County
Commission Expires Aug. 28, 2007

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 3rd day of Aug. 2001, before me personally appeared David H. Gessy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ames Merchandising Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JENNIFER A. NIDAY
Notary Public, State of New York
No. 01N16047265
Qualified in New York County
Commission Expires Aug. 28, 2002

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 3rd day of Aug. 2001, before me personally appeared David H. Lissy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ames Transportation Systems, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

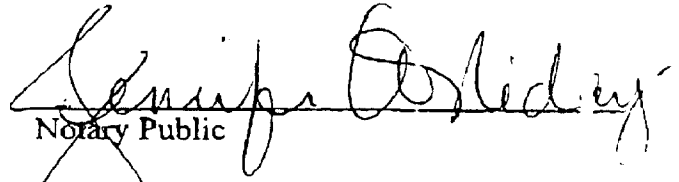
Jennifer A. Niday
Notary Public

JENNIFER A. NIDAY
Notary Public, State of New York
No. 01N16047265
Qualified in New York County
Commission Expires Aug. 28, 2007

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 3rd day of Aug, 2001, before me personally appeared David H. Lissy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AmcsPlace.com, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JENNIFER A. NIDAY
Notary Public, State of New York
No. 01NI6047265
Qualified in New York County
Commission Expires Aug. 28, 2003

I-NY/1314493