

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gottschalks Inc.		01/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	401 Merritt 7, UL
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2076567	55 PLUS ACCOUNT
Registration Number:	3203518	EMIL'S MARKET
Registration Number:	3220730	G
Registration Number:	3082871	G
Registration Number:	3012611	GOTTSCHALKS
Registration Number:	3216484	IT'S A G THING
Registration Number:	2984843	SARAH B. COLOR
Registration Number:	2907960	SARAH B. STUDIO
Registration Number:	2152922	SARAH BENTLEY
Registration Number:	2084494	SHAVER LAKE
Registration Number:	2878870	SMART KHAKI
Registration Number:	3211921	G GOTTSCHALKS
Registration Number:	3357715	GR
Serial Number:	78676234	EMIL'S MARKET

OP \$490.00 2076567

Serial Number:	78677930	EMIL'S MARKET
Registration Number:	3326737	GIORGIO RONDINI
Registration Number:	1525849	HARRIS PRESTIGE
Registration Number:	1526249	HARRIS UNDERGROUND
Registration Number:	3457613	A BED FOR ALL SEASONS

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179518464
Email: paula.mazzeo@bingham.com
Correspondent Name: Paula A. Mazzeo
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	01/16/2009

Total Attachments: 7
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 16, 2009, by GOTTSCHALKS INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent (in such capacity, the "Agent") for Lenders referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Grantor, Agent and the lenders from time to time party thereto (the "Lenders"), the Lenders have agreed to make the Loans (as defined in the Credit Agreement) and to incur Letter of Credit Obligations (as defined in the Credit Agreement) on behalf of Grantor;

WHEREAS, Grantor is a debtor-in-possession in the Chapter 11 Case (as defined in the Credit Agreement) and wishes to continue to operate its businesses and manage its properties as a debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code (as defined in the Credit Agreement); and

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 the Credit Agreement (including, without limitation, Annex A thereto).

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.

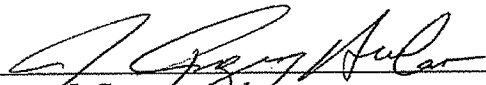
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and 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.

4. THE ORDER. The security interest provided for in this Agreement has also been granted pursuant to the Interim Order (or Final Order, when applicable). This Agreement supplements the Interim Order (or Final Order, when applicable) without in any way diminishing or limiting the effect of the Interim Order (or Final Order, when applicable) or any Lien or security interest granted thereunder.

[signature page follows]

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

GOTTSCHALKS INC.

By: 
Name: J. Gregory Ambro
Title: Executive Vice President and
Chief Operating Officer

Signature Page to Trademark Security Agreement

A/72803845

TRADEMARK
REEL: 003922 FRAME: 0334

ACKNOWLEDGMENT OF GRANTOR

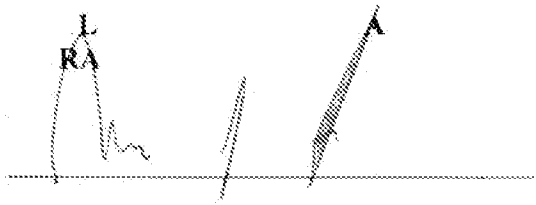
State of Delaware)
)
County of New Castle) ss.

On January 16, 2009 before me, the undersigned, Notary Public in and for said State and County, personally appeared J. Gregory Ambro, 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.

Lesley A. Morris

LESLEY A. MORRIS
(Seal)
Notary Public - State of Delaware
My Comm. Expires Apr. 17, 2009



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks:

Trademark Name	Registration Number	
55 Plus Account	2,076,567	
Emil's Market	3,203,518	
G (Stylized)	3,220,730	
G (and design)	3,082,871	
Gottschalks	3,012,611	
It's a g Thing	3,216,484	
Sarah B Color	2,984,843	
Sarah B Studio	2,907,960	
Sarah Bentley	2,152,922	
Shaver Lake	2,084,494 28855 (Nevada) 100978, 100979 (California) 24874 (Washington) 30285 (Oregon)	
Shaver Lake (and Design)	100887 (California) 100886 (California)	
Smart Khaki	2,878,870	
g Gottschalks	App. No.: 78/666,852 Reg. No.: 3,211,921	
GR	App. No.: 78/853,718 Reg. No.: 3,357,715	
Emil's Market	App. No.: 78/676,234	
Emil's Market	App. No.: 78/677,930	
Giorgio Rondini	App. No.: 78/732,227 Reg. No.: 3,326,737	
Harris Prestige	App. No.: 73/736,184 Reg. No.: 1,525,849	
Harris Underground	App. No.: 73/736,873 Reg. No.: 1,526,249	
A BED FOR ALL SEASONS (Block Letters)	App. No.: 77/319031 Reg No.: 3,457,613	

Licenses:

Trademark License Agreements: GK Baby, GK Basics, GK Club, GK Kids

Trade names:

Expressions
Gottschalks Inc.
Gottschalks
Harris/Gottschalks
Village East