

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - second lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strathmore Partners, LP		09/30/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	foreign banking corporation: GERMANY

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	2696009	BERKLEY & JENSEN
Registration Number:	2904282	BERKLEY & JENSEN
Registration Number:	1751720	BJ'S
Registration Number:	3665408	BJ'S AUTO BUYING PROGRAM
Registration Number:	2544427	BJ'S AUTO PROGRAM
Registration Number:	3851921	BJ'S BJ'S "ADOPT-A-SCHOOL" PROGRAM PARTNERS WITH PARENTS AND CHILDREN
Registration Number:	2000126	BJ'S BUCKS
Registration Number:	2255097	BJ'S BUDDIES
Registration Number:	2253061	BJ'S BUDDIES
Registration Number:	2609665	BJ'S CAR RENTALS
Registration Number:	3447355	BJ'S CHARITABLE FOUNDATION
Registration Number:	3413876	BJ'S CHARITABLE FOUNDATION
Registration Number:	2514800	BJ'S CHECKS

OP \$1890.00 2696009

Registration Number:	1707164	BJ'S CLUB CARD
Registration Number:	1776899	BJ'S FAST FOOD EXPRESS
Registration Number:	2294729	BJ'S GAS
Registration Number:	3966519	BJ S GREEN DOING OUR PART
Registration Number:	3207210	BJ'S HOME IMPROVEMENT
Registration Number:	3093660	BJ'S INCREDIBLE KIDS' CLUB
Registration Number:	3238727	BJ'S LOGO SHOP
Registration Number:	3207280	BJ'S MEMBER PRICING
Registration Number:	3163111	BJ'S MEMBERSHIP CLUB
Registration Number:	2303685	BJ'S ONESOURCE
Registration Number:	3207209	BJ'S OPTICAL
Registration Number:	1785985	BJ'S OPTICAL DEPARTMENT
Registration Number:	3238732	BJ'S PRECIOS DE SOCIO
Registration Number:	2516947	BJ'S PREMIER BENEFITS PROGRAM
Registration Number:	2631398	BJ'S PROTECTION PLUS
Registration Number:	3058594	BJ'S REWARDS
Registration Number:	2926204	BJ'S REWARDS MEMBERSHIP
Registration Number:	2360284	BJ'S TIRE CENTER
Registration Number:	3858627	BJ'S TRAVEL
Registration Number:	2281085	BJ'S VACATIONS
Registration Number:	1707159	BJ'S WHOLESALE CLUB
Registration Number:	1643993	BJ'S WHOLESALE CLUB
Registration Number:	2910211	BJ'S WHOLESALE CLUB
Registration Number:	3591643	EARTH'S PRIDE ORGANICS
Registration Number:	2737290	EXECUTIVE CHOICE
Registration Number:	2736977	EXECUTIVE CHOICE
Registration Number:	2800111	EXECUTIVE CHOICE
Registration Number:	3190783	FUEL YOUR FUNDRAISER
Registration Number:	3612780	GENERATION ME
Registration Number:	3930182	HEALTHY HELPINGS
Registration Number:	1644000	INNER CIRCLE
Registration Number:	3433774	IT'S ALL ABOUT SAVINGS
Registration Number:	3181310	LANESBORO
Registration Number:	3472755	LEXTRON
Registration Number:	3894124	LITTLE BUNDLES

	3835444	LITTLE GROOVERS
Registration Number:	3199588	LITTLETON
Registration Number:	3142545	LIVING HOME
Registration Number:	3366314	LYNDON REEDE
Registration Number:	1825813	MARATHON
Registration Number:	3172627	PETERSON'S
Registration Number:	2954499	PROFOODS RESTAURANT SUPPLY
Registration Number:	3111031	PROFOODS RESTAURANT SUPPLY A BJ'S WHOLESALE CLUB COMPANY
Registration Number:	3313025	ROZZANO
Registration Number:	3241155	SABEMOS LO QUE VALORAS.
Registration Number:	3165768	SIMPLY H2O BY BERKLEY & JENSEN
Registration Number:	3829742	STRETCHFLEX
Registration Number:	3096052	TAYLOR MARCS
Registration Number:	3888387	THE MEMBERSHIP THAT PAYS YOU BACK
Registration Number:	2941351	THINK QUALITY. THINK VALUE. THINK BERKLEY & JENSEN.
Registration Number:	2584848	TIRE SERVICE CENTER BJ'S
Registration Number:	3112375	TRAIL RIDGE
Registration Number:	3058550	ULTRA CARE
Registration Number:	2990045	WELLSLEY FARMS
Registration Number:	3012813	WHERE VALUES COME TO LIFE.
Serial Number:	76707130	BERKLEY & JENSEN SIMPLY BASICS
Serial Number:	76708354	BJ'S EASY ORDER
Serial Number:	76704271	BJ'S PACKING BOXES
Serial Number:	85406845	FARM TO CLUB LOCALLY GROWN
Serial Number:	76704266	SAMPLE THE SAVINGS
Serial Number:	85193141	WF WELLSLEY FARMS CHEF INSPIRED CULINARY CONVENIENCE
Serial Number:	85318978	WF WELLSLEY FARMS CHEF INSPIRED

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: White & Case LLP

TRADEMARK
REEL: 004645 FRAME: 0041

Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1111779-2194

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/

Date: 10/20/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated September 30, 2011, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Deutsche Bank AG New York Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of September 30, 2011 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Beacon Merger Sub Inc., a Delaware corporation (which on the Closing Date shall be merged with and into BJ's Wholesale Club, Inc., a Delaware corporation (the "Company"), with the Company surviving such merger as the borrower (the "Borrower")), Beacon Holding Inc., a Delaware corporation ("Holdings"), the Lenders and Issuers party thereto from time to time and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, the Grantor has executed and delivered that certain Security Agreement dated September 30, 2011, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under

applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


STRATHMORE PARTNERS LP, as Grantor

By: Strathmore Holdings, Inc.,
its general partner



By: Marilyn J. Nichols
Name: Marilyn J. Nichols
Title: Treasurer




DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent and Grantee

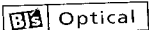
By: 
Name: _____
Title: **Dusan Lazarov**
Director



By: 
Name: _____
Title: **Kelvin Ji**
Vice President


SCHEDULE A


<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	BERKLEY & JENSEN	75558885 25-SEP-1998	Registered	2696009 11-MAR-2003
Strathmore Partners LP	BERKLEY & JENSEN	76514738 16-MAY-2003	Registered	2904282 23-NOV-2004
Strathmore Partners LP	BERKLEY & JENSEN SIMPLY BASICS	76707130 06-APR-2011	Pending (Intent to Use)	
Strathmore Partners LP	BERKLEY & JENSEN	1244018	(Pending Indian trademark application)	
Strathmore Partners LP	BJ'S	74285971 18-JUN-1992	Renewed (Registered)	1751720 09-FEB-1993
Strathmore Partners LP	BJ'S AUTO BUYING PROGRAM	76695457 27-JAN-2009	Registered	3665408 11-AUG-2009
Strathmore Partners LP	BJ'S AUTO PROGRAM	76124975 08-SEP-2000	Registered	2544427 05-MAR-2002
Strathmore Partners LP	BJ'S "ADOPT-A-SCHOOL" PROGRAM PARTNERS WITH PARENTS AND CHILDREN	76697269 06-MAY-2009	Registered	3851921 28-SEP-2010
				
Strathmore Partners LP	BJ'S BUCKS	75021441 17-NOV-1995	Renewed (Registered)	2000126 10-SEP-1996
Strathmore Partners LP	BJ'S BUDDIES	75403720 10-DEC-1997	Renewed (Registered)	2255097 22-JUN-1999
				



<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	BJ'S BUDDIES	75421749 22-JAN-1998	Renewed (Registered)	2253061 15-JUN-1999
Strathmore Partners LP	BJ'S CAR RENTALS	76323252 09-OCT-2001	Registered	2609665 20-AUG-2002
Strathmore Partners LP	BJ'S CHARITABLE FOUNDATION  CHARITABLE FOUNDATION	76681842 14-SEP-2007	Registered	3447355 17-JUN-2008
Strathmore Partners LP	BJ'S CHARITABLE FOUNDATION (and HEART LOGO) 	76676286 01-MAY-2007	Registered	3413876 22-APR-2008
Strathmore Partners LP	BJ'S CHECKS	76124978 08-SEP-2000	Registered	2514800 04-DEC-2001
Strathmore Partners LP	BJ'S CLUB CARD	74214638 17-OCT-1991	Renewed (Registered)	1707164 11-AUG-1992
Strathmore Partners LP	BJ's Easy Order	76708354 15-JUL-2011	Pending (Intent to Use)	
Strathmore Partners LP	BJ'S FAST FOOD EXPRESS	74324598 21-OCT-1992	Renewed (Registered)	1776899 15-JUN-1993
Strathmore Partners LP	BJ'S GAS	75424018 27-JAN-1998	Renewed (Registered)	2294729 23-NOV-1999
Strathmore Partners LP	BJ'S GREEN DOING OUR PART 	76692311 22-AUG-2008	Registered	3966519 24-MAY-2011
Strathmore Partners LP	BJ'S HOME IMPROVEMENT	76655656 24-FEB-2006	Registered	3207210 13-FEB-2007

<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	BJ'S INCREDIBLE KIDS' CLUB	76588864 23-APR-2004	Registered	3093660 16-MAY-2006
Strathmore Partners LP	BJ'S LOGO SHOP	76662969 13-JUL-2006	Registered	3238727 08-MAY-2007
Strathmore Partners LP	BJ'S MEMBER PRICING	76661858 20-JUN-2006	Registered	3207280 13-FEB-2007
Strathmore Partners LP	BJ'S MEMBERSHIP CLUB	76590836 07-MAY-2004	Registered	3163111 24-OCT-2006
Strathmore Partners LP	BJ'S ONESOURCE	75495215 01-JUN-1998	Renewed (Registered)	2303685 28-DEC-1999
Strathmore Partners LP	BJ'S OPTICAL 	76655606 24-FEB-2006	Registered	3207209 13-FEB-2007
Strathmore Partners LP	BJ'S OPTICAL DEPARTMENT	74324500 21-OCT-1992	Renewed (Registered)	1785985 03-AUG-1993
Strathmore Partners LP	BJ'S PACKING BOXES	76704271 26-AUG-2010	Published (Pending) Intent to Use	
Strathmore Partners LP	BJ'S PRECIOS DE SOCIO	76664219 07-AUG-2006	Registered	3238732 08-MAY-2007
Strathmore Partners LP	BJ'S PREMIER BENEFITS PROGRAM	76124976 08-SEP-2000	Registered	2516947 11-DEC-2001
Strathmore Partners LP	BJ'S PROTECTION PLUS	76339355 16-NOV-2001	Registered	2631398 08-OCT-2002
Strathmore Partners LP	BJ'S REWARDS	76632096 24-FEB-2005	Registered	3058594 14-FEB-2006
Strathmore Partners LP	BJ'S REWARDS MEMBERSHIP	76529134 03-JUL-2003	Registered	2926204 15-FEB-2005
Strathmore Partners LP	BJ'S TIRE CENTER	75782116 23-AUG-1999	Renewed (Registered)	2360284 20-JUN-2000
Strathmore Partners LP	BJ'S TRAVEL	76699770 07-OCT-2009	Registered	3858627 12-OCT-2010
Strathmore Partners LP	BJ'S VACATIONS	75494271 01-JUN-1998	Renewed (Registered)	2281085 28-SEP-1999

<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	BJ'S WHOLESALE CLUB 	74204703 18-SEP-1991	Renewed (Registered)	1707159 11-AUG-1992
Strathmore Partners LP	BJ'S WHOLESALE CLUB (WORD MARK)	74006102 30-NOV-1989	Renewed (Registered)	1643993 07-MAY-1991
Strathmore Partners LP	BJ'S WHOLESALE CLUB 	76566934 10-DEC-2003	Registered	2910211 14-DEC-2004
Strathmore Partners LP	BJ'S WHOLESALE CLUB	070429200	Registered (Canada)	TMA420310
Strathmore Partners LP	BJ'S WHOLESALE CLUB & DESIGN	083910700	Registered (Canada)	TMA496163
Strathmore Partners LP	EARTH'S PRIDE ORGANICS	76645993 31-AUG-2005	Registered	3591643 17-MAR-2009
Strathmore Partners LP	EXECUTIVE CHOICE	75978449 25-SEP-1998	Registered	2737290 15-JUL-2003
Strathmore Partners LP	EXECUTIVE CHOICE	75559520 25-SEP-1998	Registered	2736977 15-JUL-2003
Strathmore Partners LP	EXECUTIVE CHOICE	76490477 19-FEB-2003	Registered	2800111 30-DEC-2003

<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	FARM TO CLUB LOCALLY GROWN 	85406845 25-AUG-2011	Pending	
Strathmore Partners LP	FUEL YOUR FUNDRAISER	76655604 24-FEB-2006	Registered	3190783 02-JAN-2007
Strathmore Partners LP	GENERATION ME	76632207 28-FEB-2005	Registered	3612780 28-APR-2009
Strathmore Partners LP	HEALTHY HELPINGS	77684230 05-MAR-2009	Registered (Supplemental Register)	3930182 08-MAR-2011
Strathmore Partners LP	INNER CIRCLE	74021047 22-JAN-1990	Renewed (Registered)	1644000 07-MAY-1991
Strathmore Partners LP	IT'S ALL ABOUT SAVINGS	76681845 14-SEP-2007	Registered	3433774 27-MAY-2008
Strathmore Partners LP	LANESBORO	76554634 09-OCT-2003	Registered	3181310 05-DEC-2006
Strathmore Partners LP	LEXTRON	76654366 27-JAN-2006	Registered	3472755 22-JUL-2008
Strathmore Partners LP	LITTLE BUNDLES	76701383 27-JAN-2010	Registered	3894124 21-DEC-2010
Strathmore Partners LP	LITTLE GROOVERS	76698697 30-JUL-2009	Registered	3835444 17-AUG-2010
Strathmore Partners LP	LITTLETON	78561680 07-FEB-2005	Registered	3199588 16-JAN-2007
Strathmore Partners LP	LIVING HOME	76523810 11-JUN-2003	Registered	3142545 12-SEP-2006
Strathmore Partners LP	LYNDON REEDE	76654362 27-JAN-2006	Registered	3366314 08-JAN-2008
Strathmore Partners LP	MARATHON	74215576 25-OCT-1991	Renewed (Registered)	1825813 08-MAR-1994

<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	PETERSON'S	76654363 27-JAN-2006	Registered (Supplemental Register)	3172627 14-NOV-2006
Strathmore Partners LP	PROFOODS RESTAURANT SUPPLY	76586934 13-APR-2004	Registered	2954499 24-MAY-2005
Strathmore Partners LP	PROFOODS RESTAURANT SUPPLY A BJS WHOLESALE CLUB COMPANY	76640580 10-JUN-2005	Registered	3111031 04-JUL-2006
				
Strathmore Partners LP	ROZZANO	76522346 05-JUN-2003	Registered	3313025 16-OCT-2007
Strathmore Partners LP	SABEMOS LO QUE VALORAS.	76664220 07-AUG-2006	Registered	3241155 15-MAY-2007
Strathmore Partners LP	SAMPLE THE SAVINGS	76704266 26-AUG-2010	Published (Pending) Intent to Use	
Strathmore Partners LP	SIMPLY H2O BY BERKLEY & JENSEN	76632514 02-MAR-2005	Registered	3165768 31-OCT-2006
Strathmore Partners LP	STRETCHFLEX	76695951 23-FEB-2009	Registered (Supplemental Register)	3829742 03-AUG-2010
Strathmore Partners LP	TAYLOR MARCS THE	76554635 09-OCT-2003	Registered	3096052 23-MAY-2006
Strathmore Partners LP	MEMBERSHIP THAT PAYS YOU BACK	76702618 26-APR-2010	Registered	3888387 14-DEC-2010

<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Strathmore Partners LP	THINK QUALITY. THINK VALUE. THINK BERKLEY & JENSEN.	76573802 02-FEB-2004	Registered	2941351 19-APR-2005
Strathmore Partners LP	TIRE SERVICE CENTER BJ'S 	76190266 05-JAN-2001	Registered	2584848 25-JUN-2002
Strathmore Partners LP	TRAIL RIDGE	76558871 29-OCT-2003	Registered	3112375 04-JUL-2006
Strathmore Partners LP	ULTRA CARE	76628084 18-JAN-2005	Registered	3058550 14-FEB-2006
Strathmore Partners LP	WELLSLEY FARMS	76508426 21-APR-2003	Registered	2990045 30-AUG-2005
Strathmore Partners LP	WF WELLSLEY FARMS CHEF INSPIRED CULINARY CONVENIENCE 	85193141 08-DEC-2010	Pending (Intent to Use)	
Strathmore Partners LP	WHERE VALUES COME TO LIFE.	76613659 20-SEP-2004	Registered	3012813 08-NOV-2005
Strathmore Partners LP	WELLESLEY FARMS CHEF INSPIRED	INTENT TO USE 85318978 12-MAY-2-11	Pending (Intent to Use)	