

09-29-2000

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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09/27/2000 11:08:53
COMM-FINANCE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

8-21-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/27/2000 DBYRNE 00000037 500324 75534263

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 CH 875.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002150 FRAME: 0317

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/534,263"/>	<input type="text" value="75/744,175"/>	<input type="text" value="75/895,717"/>	<input type="text" value="1,314,725"/>	<input type="text" value="1,314,752"/>	<input type="text" value="1,211,638"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,517,648"/>	<input type="text" value="1,356,890"/>	<input type="text" value="1,355,562"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,203,553"/>	<input type="text" value="1,248,443"/>	<input type="text" value="1,178,224"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Antoinette E. Baker

Antoinette E. Baker

8/17/2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

1,590,004	1,265,050	1,984,674
1,773,061	1,563,887	268,760
1,475,069	1,201,207	1,475,070
1,938,934	2,011,195	2,242,181
1,475,067	2,041,095	1,972,203
1,964,989	2,044,111	2,031,265
1,972,204	2,022,556	2,022,381

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	1,525,762	2,285,764	2,080,349
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,080,109	2,051,646	2,089,020
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,094,031	1,294,565	2,032,862
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 2, 2000, is made by the Persons listed on the signature pages, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (other than the Non-Filing Subsidiaries) hereof (collectively, the "*Grantors*") in favor of Citicorp USA, Inc., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Specialty Retailers, Inc., a Texas corporation, as Borrower, and Stage Stores, Inc., a Delaware corporation, as Parent Guarantor, each a debtor and debtor in possession under chapter 11 of the Bankruptcy Code, have entered into a Credit Agreement dated as of June 2, 2000 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Credit Agreement*") with the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 2, 2000 made by the Grantors 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, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

Section 37. Grant of Security

. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit G to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations

thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Trademarks**");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 38. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 39. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 40. Execution in Counterparts. This 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.

Section 41. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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.

Section 42. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and, to the extent applicable, the Bankruptcy Code.

NYDOCS03/525755

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

SPECIALTY RETAILERS, INC.

By John Johnson
Title: CEO

Address for Notices:
10201 Main Street
Houston, TX 77025

STAGE STORES, INC.

By John Johnson
Title: CEO

Address for Notices:
10201 Main Street
Houston, TX 77025

SPECIALTY RETAILERS, INC. (NV)

By John Johnson
Title: agent

Address for Notices:
10201 Main Street
Houston, TX 77025

SCHEDULE B

Mark	Serial No. Filing Date	Reg. No. Reg. Date
7 N. BROADWAY	73/430,098 06/13/83	1,314,725 01/15/85
701 COLLECTION	73/453,286 11/17/83	1,314,752 01/15/85
A T B & Design	73/266,361 06/16/80	1,211,638 10/05/82
ANTHONYS stylized letters	73/725,854 05/02/88	1,517,648 12/20/88
ANTHONY'S & Design	73/522,014 02/13/85	1,356,890 08/27/85
ANTHONY'S	73/522,015 02/13/85	1,355,562 08/20/85
ANTINOS Stylized Letters	73/317,757 07/06/81	1,205,553 08/17/82
ATB Stylized Letters	73/371,721 06/25/82	1,248,443 08/16/83
ATB & Design	73/117,054 02/25/77	1,178,224 11/17/81
ATB AUTHENTIC WESTERN WEAR & Design	74/319,746 10/5/92	1,773,061 05/25/93
BEALLS	73/560,559 09/27/85	1,563,887 10/31/89
BUCKHIDE Stylized Letters	71/291,197 10/18/29	268,760 03/18/30
CHEVRON DESIGN	73/527,017 03/15/85	1,590,004 04/03/90
CHEVRON DESIGN	73/265,314 06/09/80	1,265,050 01/24/84

<u>Mark</u>	<u>Serial No. Filing Date</u>	<u>Reg. No. Reg. Date</u>
COPPER CREEK	74/581,484 10/03/94	1,984,674 07/02/96
COPPER CREEK	75/534,263	
FASHION BAR	73/660,674 05/14/87	1,475,069 02/02/88
FAST BAK	73/265,502 06/09/80	1,201,207 07/13/82
FB PETITE	73/660,675 05/14/87	1,475,070 02/02/88
GRAPHITE	74/802,481 07/08/94	1,938,934 11/28/95
GRAPHITE	75/975,306 07/08/94	2,011,195 10/22/96
GRAPHITE	75/137,592 07/22/96	2,242,181 04/27/99
HANNAH	73/660,672 05/14/87	1,475,067 02/02/88
PALAIS ROYAL	75/744,175 07/06/99	
ROYAL WEAR	74/605,688 10/05/94	2,041,095 02/25/97
ROYAL STUDIO	74/516,571 04/21/94	1,972,203 05/07/96
ROYAL SPORT	74/516,052 04/21/94	1,964,989 04/02/96
ROYAL ACCESSORIES	74/516,574 04/21/94	2,044,111 03/11/97
ROYAL ACCESSORIES	75/975,499 04/21/94	2,031,265 01/14/97

<u>Mark</u>	<u>Serial No. Filing Date</u>	<u>Reg. No. Reg. Date</u>
ROYAL WOMAN	74/516,572 04/21/94	1,972,204 05/07/96
ROYAL PETITE	74/650,357 03/20/95	2,022,556 12/10/96
ROYAL LEGWEAR	74/516,053 04/21/94	2,022,381 12/10/96
STAGE	73/660,706 05/14/87	1,525,762 02/21/89
STG STUDIO	75/895,717 01/12/00	
SUN RIVER CLOTHING CO.	75/040,261 01/04/96	2,285,764 10/12/99
SUN RIVER CLOTHING CO.	75/976,054 01/04/96	2,080,349 07/15/97
SUN RIVER CLOTHING CO.	74/692,574 06/23/95	2,088,109 08/12/97
SUN RIVER CLOTHING CO.	75/975,639 06/23/95	2,051,646 04/08/97
SUN RIVER CLOTHING CO.	75/116,355 06/10/96	2,089,020 08/19/97
WHISPERS	74/655,468 04/03/95	2,094,031 09/09/97
WHISPERS	433,757 07/08/83	1,294,565 09/11/84
WHISPERS	74/655,469 04/03/95	2,032,862 01/21/97