

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp USA, Inc.		05/20/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Specialty Retailers, Inc.		
<b>Street Address:</b>	10201 Main Street		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77025		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2616142	COPPER CREEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	mmcguire@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Elaine Ziff		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	121700/ 2		
<b>NAME OF SUBMITTER:</b>	Elaine D. Ziff, Esq.		
<b>Signature:</b>	/eziff/		
<b>Date:</b>	06/03/2009		

CH \$40.00 2616142

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (the "*IP Security Release*") is made as of May 20, 2009, by Citicorp USA, Inc., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Specialty Retailers, Inc.; Stage Stores, Inc.; and Specialty Retailers, Inc. (NV) (collectively, the "*Grantors*").

WHEREAS, Specialty Retailers, Inc., a Texas corporation, and Stage Stores, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of June 2, 2000 (said Agreement, as it may hereafter be amended, 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, pursuant to a certain Intellectual Property Security Agreement dated as of June 2, 2000 (the "*IP Security Agreement*"), each Grantor granted to the Collateral Agent a security interest in and to all of such Grantor's right, title and interest in and to the Collateral;

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 21, 2000 at Reel 02150 and Frame 0317;

WHEREAS, the Collateral Agent desires to release its security interest in and to the Grantors' right, title and interest in and to the Collateral identified in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Grantors' right, title and interest in and to the Collateral identified in Schedule A attached hereto.

SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Release.

SECTION 3. Execution in Counterparts. This IP Security Release 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 4. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Citicorp has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITICORP USA, INC.

By:   
Name: MILES D. McMANUS  
Title: Vice President and Director

Schedule A

Trademark	Application No.	Registration No.	Country	Status
COPPER CREEK	75/534,263	2,616,142	United States	Registered