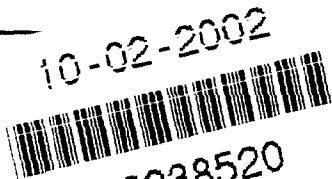


Tab settings ⇨⇨⇨ ▼



102238520

To the Honorable Commissioner of Patent and Trademark

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Elder-Beerman Stores Corp.

9-25-02

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution date: July 9, 2002

2. Name and address of receiving party(ies):

Name: Citicorp USA, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 2 Penns Way, Suite 200

City: New Castle State: Delaware Zip: 19720

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached:  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

(See Schedule I)

B. Trademark Registration No.(s)

(See Schedule I)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel Dokos

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41): \$ 490.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS  
2002 SEP 25 AM 8:10  
FINANCE SECTION

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.

Phyllis Eremitaggio

Name of Person Signing

Phyllis Eremitaggio

Signature

September 25, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/01/2002 6TOM11 00000120 230800 2272732

01 FC:481 40.00 CH  
02 FC:482 450.00 CH

**SCHEDULE I**

TO

**TRADEMARK SECURITY AGREEMENT**

| Registered Trademarks              |                            |                          |
|------------------------------------|----------------------------|--------------------------|
| <u>Trademark</u>                   | <u>Registration Number</u> | <u>Registration Date</u> |
| 59 <sup>th</sup> STREET BROWNSTONE | 2,272,732                  | 08/24/99                 |
| AFFINITY                           | 1,645,326                  | 05/21/91                 |
| AMY'S COOKIES (STYLIZED)           | 1,300,836                  | 11/08/89                 |
| DANIELLE MARTIN                    | 1,798,768                  | 10/12/93                 |
| EB KIDS PLACE & DESIGN             | 1,573,311                  | 12/26/89                 |
| EB SINCE 1883 & DESIGN             | 1,376,391                  | 12/17/85                 |
| ELDER-BEERMAN (STYLIZED)           | 1,332,638                  | 04/22/85                 |
| FASHIONS BY BONITO & DESIGN        | 1,327,145                  | 03/26/85                 |
| MOON DESIGN                        | 2,490,226                  | 09/18/01                 |
| MOONLIGHT MADNESS                  | 2,490,227                  | 09/18/01                 |
| NORTHERN EXPLORER                  | 2,028,164                  | 01/07/97                 |
| NXP                                | 2,275,027                  | 03/11/98                 |
| WE WANT WHAT YOU WANT              | 2,152,631                  | 04/21/97                 |

| Trademark Applications                      |                           |                         |
|---|---------------------------|-------------------------|
| <u>Trademark</u>                            | <u>Application Number</u> | <u>Application Date</u> |
| eb DIRECT PLUS                              | 76/309,059                | 09/05/01                |
| EB KIDS PLACE & DESIGN                      | 76/036,808                | 04/28/00                |
| EBRIDE                                      | 76/692,815                | 04/28/99                |
| HARMONY LANE HOME COLLECTION                | 76/123,164                | 09/06/00                |
| HOLLY MOOSE                                 | 75/778,894                | 08/18/99                |
| STUDIO COLLECTION ELDER-BEERMAN'S EXCLUSIVE | 75/917,174                | 02/11/00                |

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of July 9, 2002, by THE ELDER-BEERMAN STORES CORP. (the "*Grantor*"), in favor of CITICORP USA, INC., as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Agent*").

**WITNESSETH:**

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 9, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Grantor, the Lenders and Issuers party thereto and the Agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Agent (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (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 Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, 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.

***Section 3. Security Agreement***


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

THE ELDER-BEERMAN STORES CORP.,  
*as Grantor*

By:   
Name: Steven D. Lipton  
Title: Sr. V.P., Controller

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Agent*

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the 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.

Very truly yours,

THE ELDER-BEERMAN STORES CORP.,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Agent*

By: \_\_\_\_\_  
Name: Jeffrey Nitz  
Title: v.p.

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Ohio )  
COUNTY OF Greene ) ss.

On this 10th day of July, 2002 before me personally appeared Stewart Lipton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Clear Channel, 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.

Brenda L. Brockman  
Notary Public

BRENDA L. BROCKMAN  
Notary Public, State of Ohio  
My Commission Expires Aug. 24, 2003