11-04-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM

102592030

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ FINANCE SECTION ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Citicorp USA, Inc. 10-29-03

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Intellectual Property Termination and Release

Execution date: October 24, 2003

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

Name: The Elder-Beerman Stores, Corp.

Internal Address:

Street Address: 3155 El-Bee Road

City: Dayton State: Ohio Zip: 45439

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Ohio
☐ 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)
76/309059, 76/036808, 76/692815, 76/123164, 75/778894

B. Trademark Registration No.(s) **2625820, 2272732, 1645326, 1300836, 1798768, 1573311, 1376391, 1332638, 1327145, 2490226, 2490227, 2028164, 2275027, 2152631**

Additional number(s) attached ☐ Yes ☒ No

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

Name: Bettina De Catalogne

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 200 Crescent Court, Suite 300

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 19

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)

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 — Phyllis Eremitaggio — October 29, 2003

Name of Person Signing — Signature — Date

11/04/2003 GTON11 00000017 230800 76309059
01 FC:8521 40.00 DA
02 FC:8522 450.00 DA

Total number of pages including cover sheet, attachments, and document: 8

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

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INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of October 24, 2003, is made by and among The Elder-Beerman Stores Corp., an Ohio corporation (the "Borrower"), and Citicorp USA, Inc., a Delaware corporation, as administrative agent for the Lenders (as defined below) (the "Administrative Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement (as defined below).

RECITALS

A. WHEREAS, the Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent entered into that certain Amended and Restated Credit Agreement dated as of July 9, 2002 (as amended to date, the "Credit Agreement").

B. WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Borrower granted a security interest in the trademarks identified on Exhibit A attached hereto (the "Trademarks") to the Administrative Agent for the benefit of the Lenders, pursuant to that certain Trademark Security Agreement, dated as of July 9, 2002 (the "Trademark Security Agreement"), executed by the Borrower in favor of the Administrative Agent.

C. WHEREAS, in order to evidence the grant of security interests under the Trademark Security Agreement, the Borrower caused the due execution and delivery of, inter alia, certain filings in the United States Patent and Trademark Office (the "USPTO").

D. WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 002591, Frame 0757 on September 25, 2002.

E. WHEREAS, the Borrower and the Administrative Agent have entered into that certain letter agreement dated as of the date hereof (the "General Termination and Release") whereby they have terminated their respective obligations under the Credit Agreement, the other Credit Documents and all documents and agreements delivered pursuant to the Credit Agreement and such other Loan Documents (as defined in the Credit Agreement) or in connection therewith to the extent described therein.

F. WHEREAS, the Administrative Agent has agreed to terminate and release all security interests granted to or held by the Administrative Agent for the benefit of the Lenders as security for the Obligations under the Credit Agreement and the other Loan Documents.

G. WHEREAS, in order to evidence the release of the security interests granted pursuant to the Trademark Security Agreement, the Borrower has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Borrower and the Administrative Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge. In furtherance of the releases granted pursuant to the General Termination and Release, the Administrative Agent agrees to terminate and release all security interests granted to or held by the Administrative Agent in the Trademarks as security for the Obligations under the Credit Agreement and the other Credit Documents. The Administrative Agent agrees that the Trademarks securing the Obligations are released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Trademark Security Agreement and are reconveyed to the Borrower automatically and without further action by the Administrative Agent and the Administrative Agent will forthwith terminate any security interests granted in connection therewith.

SECTION 2. Representation and Warranty of Administrative Agent. The Administrative Agent represents and warrants that it has the authority to execute and deliver this Agreement.

SECTION 3. Effectiveness. This Agreement becomes effective when (i) all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission) and (ii) the General Termination and Release has become effective.

SECTION 4. Further Assurances. The Administrative Agent agrees that it shall, from time to time, at the expense of the Borrower, execute, acknowledge and deliver to the Borrower and its successors or assigns such instruments, agreements, and other documents as the Borrower or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

THE ELDER-BEERMAN STORES CORP.

By: _____
Name: H. Todd Dissinger
Title: Treasurer and Assistant Secretary

CITICORP USA, INC., as administrative agent for the Lenders

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY TERMINATION AND RELEASE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

THE ELDER-BEERMAN STORES CORP.

By:_____
Name:_____
Title:_____

CITICORP USA, INC., as administrative agent for the Lenders

By:_____
Name: KEITH R. GERDING
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY TERMINATION AND RELEASE]

Exhibit A

Trademark Registrations and Applications

Mark	Serial Number / Registration Number	Application or Registration Date
EB DIRECT PLUS	76/309,059	September 5, 2001
EB KIDS PLACE	76/036,808	April 28, 2000
(Design)	76/692,815	
HARMONY LANE HOME COLLECTION	76/123,164	September 6, 2000
HOLLY MOOSE	75/778,894	August 17, 1999
STUDIO COLLECTION ELDER-BEERMANS EXCLUSIVE	2,625,820	September 24, 2002
59TH STREET BROWNSTONE	2,272,732	August 24, 1999
AFFINITY	1,645326	May 21, 1991
AMY'S COOKIES	1,300,836	October 16, 1984
DANIELLE MARTIN	1,798,768	October 12, 1993
EB KIDS PLACE	1,573,311	December 26, 1989
EB SINCE 1883	1,376,391	December 17, 1985
ELDER-BEERMAN	1,332,638	April 23, 1985
FASHIONS BY BONITO	1,327,145	March 26, 1985
Moon Design	2,490,226	September 18, 2001
MOONLIGHT MADNESS	2,490,227	September 18, 2001
NORTHERN EXPLORER	2,028,164	January 7, 1997
NXP	2,275,027	August 31, 1999
WE WANT WHAT YOU WANT	2,152,631	April 21, 1998