

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boscov's Investment Company		01/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Back Bay Capital Funding LLC
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1765311	CROSS & WINSOR
Registration Number:	1510486	BOSCOV'S
Registration Number:	2575237	STARTING POINT
Registration Number:	1554843	SEQUENCE
Registration Number:	2231120	ASHLEY COOPER
Serial Number:	78554143	NEW @TTITUDE
Serial Number:	78405791	COOPER HOME COLLECTION
Serial Number:	78405778	KITCHEN CORNER
Serial Number:	78624644	B KIDS

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8073
 Email: jessica.davis@bingham.com

OP \$240.00 1765311

Correspondent Name: Jessica Davis
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jessica Davis/
Date:	01/30/2006

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 27, 2006, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrowers and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) Back Bay Capital Funding LLC, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of January 27, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) Back Bay Capital Funding LLC, as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Credit Parties, (iii) the Collateral Agent, and (iv) the Lenders party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make the Term Loan to the Borrowers upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guarantee, dated as of January 27, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Guarantee"), executed by the Facility Guarantors in favor of the Administrative Agent and the other Credit Parties, pursuant to which each Facility Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guarantee); and

WHEREAS, the obligation of the Lenders to make the Term Loan is conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of January 27, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby

acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guarantee).

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, the security interests granted hereunder shall not extend to, and the term "IP Collateral" shall not include, any Grantor's rights under any contract (including, without limitation, any Copyright License, Patent License or Trademark License), Patent, Trademark, Copyright or other General Intangible that, by the terms thereof, or under Applicable Law, cannot be assigned or a security interest granted therein in the manner contemplated by this Agreement unless consent from the relevant Account Debtor or other party has been obtained and under the terms of which any such assignment or grant of a security interest therein in the absence of such consent would, or could reasonably be expected to, result in the termination thereof, but only to the extent that (i) such rights are subject to such contractual or legal restriction and (ii) such restriction is not, or could not be, rendered ineffective pursuant to the Uniform Commercial Code of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity; provided that, notwithstanding the foregoing, the security interests granted hereunder shall extend to, and the term "IP Collateral" shall include, Proceeds of any such contract (including, without limitation, any Copyright License, Patent License or Trademark License), Patent, Trademark, Copyright or other General Intangible.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall, in its reasonable business judgment, undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the

Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4. Grantors' Representations and Warranties. Each of the Grantors represent and warrant that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States copyright registrations, copyright applications and Copyright Licenses owned by such Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States patents, patent applications and Patent Licenses owned by such Grantor as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States trademark and service mark registrations, trademark and service mark applications, and Trademark Licenses owned by such Grantor as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing agreement pursuant to which such Grantor is the licensor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agent.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, except where the failure to own or license such Intellectual Property could not reasonably be expected to have a Material Adverse Effect. No material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except for any such claims which could not reasonably be expected to result in a Material Adverse Effect, and except as otherwise set forth in the Credit Agreement. To the knowledge of each of the Grantors,

the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(g) Such Grantor shall give the Collateral Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than Licenses which relate to information technology products and/or services (e.g. software licenses) licensed from Persons other than Loan Parties or which otherwise are not material to the conduct of any Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same which could reasonably be expected to result in a Material Adverse Effect.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property (other than Licenses which relate to information technology

products and/or services (e.g. software licenses) licensed from Persons other than Loan Parties or which otherwise are not material to the conduct of any Grantor's business), such Grantor shall deliver to the Collateral Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Upon the reasonable request of the Collateral Agent, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Unless and until an Event of Default has occurred and is continuing, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors first provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within twenty (20) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be

responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights

(a) Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein

shall terminate when the principal of and interest on the Term Loan and all fees and other Secured Obligations (other than contingent indemnification obligations as to which no claims have been asserted) shall have been paid in full, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of any Grantor or any other Loan Party. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, the rights and remedies of the Collateral Agent hereunder are subject to the provisions of the Bank of America Intercreditor Agreement. In the event of any conflict between the terms of the Bank of America Intercreditor Agreement and this Agreement, the Bank of America Intercreditor Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:


BOSCOV'S DEPARTMENT STORE, LLC

By: 

Name: Kenneth S. Lakin

Title: Chairman and Chief Executive Officer

SDS, INC.

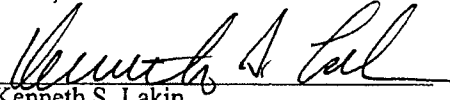
By: 

Name: Kenneth S. Lakin

Title: Chairman and President

FACILITY GUARANTORS:

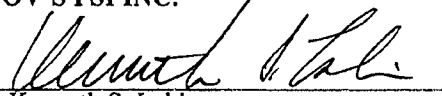
BOSCOV'S, INC.

By: 
Name: Kenneth S. Lakin
Title: Chairman and President

**BOSCOV'S TRANSPORTATION
COMPANY LLC**

By: 
Name: Kenneth S. Lakin
Title: President

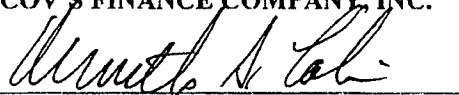
BOSCOV'S PSI INC.

By: 
Name: Kenneth S. Lakin
Title: President

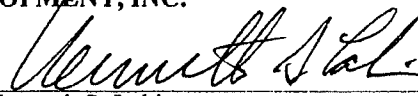
BOSCOV'S INVESTMENT COMPANY

By: _____
Name: Donald J. Bromley
Title: President

BOSCOV'S FINANCE COMPANY, INC.

By: 
Name: Kenneth S. Lakin
Title: President

**RETAIL CONSTRUCTION &
DEVELOPMENT, INC.**

By: 
Name: Kenneth S. Lakin
Title: President

FACILITY GUARANTORS:

BOSCOV'S, INC.

By: _____
Name: Kenneth S. Lakin
Title: Chairman and President


**BOSCOV'S TRANSPORTATION
COMPANY LLC**

By: _____
Name: Kenneth S. Lakin
Title: President

BOSCOV'S PSI INC.

By: _____
Name: Kenneth S. Lakin
Title: President

BOSCOV'S INVESTMENT COMPANY

By: 
Name: Donald J. Bromley
Title: President

BOSCOV'S FINANCE COMPANY, INC.

By: _____
Name: Kenneth S. Lakin
Title: President

**RETAIL CONSTRUCTION &
DEVELOPMENT, INC.**

By: _____
Name: Kenneth S. Lakin
Title: President

**COLLATERAL
AGENT:**

BACK BAY CAPITAL FUNDING LLC

By: 

Name: Kristan M. O'Connor

Title: Managing Director

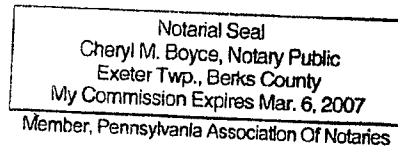
STATE OF Pennsylvania

Berks County

On this 26th day of January, 2006, before me personally appeared the above-named Kenneth S. Kullin, who acknowledged him/herself to be the President of BOSCOV'S DEPARTMENT STORE, LLC, a Pennsylvania limited liability company and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

Cheryl M. Boyce
Notary Public
My commission expires:

(AFFIX SEAL)



Notary Page to IP Security Agreement

BUSDOCS/1530119

TRADEMARK
REEL: 003236 FRAME: 0418

STATE OF Pennsylvania

Berks County

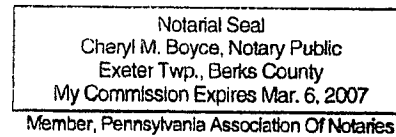
On this ___ day of January, 2006, before me personally appeared the above-named Kenneth S. Kallin, who acknowledged him/herself to be the President of SDS. INC., an Ohio corporation and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

Cheryl M. Boyce

Notary Public

My commission expires:

(AFFIX SEAL)



Notary Page to IP Security Agreement

BUSDOCS/1530119

TRADEMARK
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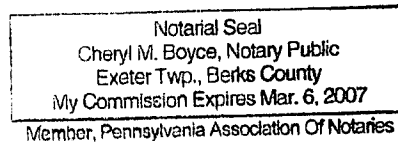
STATE OF Pennsylvania

Berks County

On this 24th day of January, 2006, before me personally appeared the above-named Kenneth S. Lakin, who acknowledged him/herself to be the President of BOSCOV'S, INC., a Pennsylvania corporation and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

Cheryl M. Boyce
Notary Public
My commission expires:

(AFFIX SEAL)



Notary Page to IP Security Agreement

BUSDOCS/1530119

TRADEMARK
REEL: 003236 FRAME: 0420

STATE OF Pennsylvania

Berks County

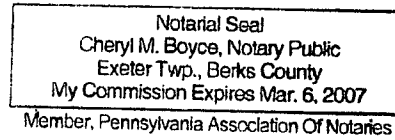
On this 26th day of January, 2006, before me personally appeared the above-named Kenneth S. Larkin, who acknowledged him/herself to be the President of BOSCOV'S TRANSPORTATION COMPANY, LLC, a Pennsylvania limited liability company and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

Cheryl M. Boyce

Notary Public

My commission expires:

(AFFIX SEAL)



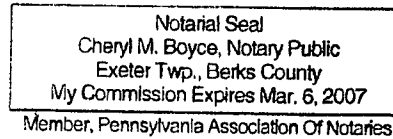
STATE OF Pennsylvania

Berks County

On this 26th day of January, 2006, before me personally appeared the above-named Kenneth S. Lakin, who acknowledged him/herself to be the President of BOSCOV'S PSI, INC., a Pennsylvania corporation and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

Cheryl M. Boyce
Notary Public
My commission expires:

(AFFIX SEAL)



Notary Page to IP Security Agreement

BUSDOCS/1530119

TRADEMARK
REEL: 003236 FRAME: 0422

STATE OF Delaware

New Castle County

On this ___ day of January, 2006, before me personally appeared the above-named Donald Bremley, who acknowledged him/herself to be the President of BOSCOV'S INVESTMENT COMPANY, a Delaware corporation and that he/she, being authorized to do so, executed the foregoing instrument as such _____ for the purposes therein contained.

Melissa A Lewis
Notary Public
My commission expires: Dec 7, 2011

(AFFIX SEAL)

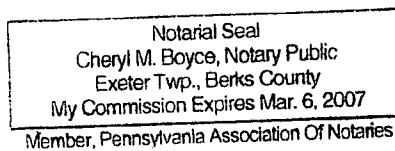
STATE OF Pennsylvania

Berks County

On this 26th day of January, 2006, before me personally appeared the above-named Kenneth S. Lubin who acknowledged him/herself to be the President of BOSCOV'S FINANCE COMPANY, INC., a Delaware corporation and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

C Cheryl M. Boyce
Notary Public
My commission expires:

(AFFIX SEAL)



Notary Page to IP Security Agreement

BUSDOCS/1530119

TRADEMARK
REEL: 003236 FRAME: 0424

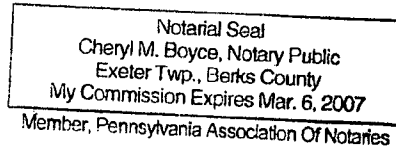
STATE OF Pennsylvania

Berks County

On this 26th day of January, 2006, before me personally appeared the above-named Kenneth S. Kullin who acknowledged him/herself to be the President of RETAIL CONSTRUCTION & DEVELOPMENT, INC., a Pennsylvania corporation and that he/she, being authorized to do so, executed the foregoing instrument as such President for the purposes therein contained.

Cheryl M. Boyce
Notary Public
My commission expires:

(AFFIX SEAL)



Notary Page to IP Security Agreement

BUSDOCS/1530119

TRADEMARK
REEL: 003236 FRAME: 0425

SCHEDULE I

Borrowers

Boscov's Department Store, LLC
SDS. Inc.

SCHEDULE II

Facility Guarantors

Boscov's, Inc.

Boscov's Transportation Company LLC

Boscov's PSI Inc.

Boscov's Investment Company

Boscov's Finance Company, Inc.

Retail Construction & Development, Inc.

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

None.

Copyright Licenses

None.

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Docket No.</u>	<u>Application No.</u>	<u>Date of Filing</u>
Boscov's Department Store, LLC, as assignee of one of its employees, Dean E. Sheaffer	"Method and System for Providing Multiple Credit Lines"	026938-00003	10/986165	November 12, 2004

Patent Licenses

None.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Status</u>
CROSS & WINSOR	Boscov's Investment Company	1765311	November 26, 1991	RENEWED
BOSCOV'S	Boscov's Investment Company	1510486	October 13, 1987	REGISTERED
STARTING POINT	Boscov's Investment Company	2575237	April 27, 2000	REGISTERED
SEQUENCE	Boscov's Investment Company	1554843	December 13, 1988	REGISTERED
ASHLEY COOPER	Boscov's Investment Company	2231120	November 22, 1996	REGISTERED
NEW @TTITUDE	Boscov's Investment Company	78-554143*	January 26, 2005	PENDING INTENT TO USE
COOPER HOME COLLECTION	Boscov's Investment Company	78-405791*	April 21, 2004	PENDING INTENT TO USE
KITCHEN CORNER	Boscov's Investment Company	78-405778*	April 21, 2004	PENDING INTENT TO USE
B KIDS	Boscov's Investment Company	78-624644*	May 6, 2005	PENDING

* Denotes United States Patent and Trademark Office serial number.

Trademark Licenses

None.

BUSDOCS/1530119.3

RECORDED: 01/30/2006

**TRADEMARK
REEL: 003236 FRAME: 0431**