

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release and Discharge of Security Interest in Certain Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as collateral agent		12/04/2008	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	Boscov's Investment Company
Street Address:	4500 Perkiomen Avenue
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1510486	BOSCOV'S
Registration Number:	1554843	SEQUENCE
Registration Number:	1765311	CROSS & WINSOR
Registration Number:	2231120	ASHLEY COOPER
Registration Number:	2575237	STARTING POINT
Registration Number:	3174872	KITCHEN CORNER
Registration Number:	3082756	B KIDS
Registration Number:	3272833	NEW @TITUDE
Serial Number:	78405791	COOPER HOME COLLECTION

CORRESPONDENCE DATA

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-326-3717

Email: nazoubek@jonesday.com

TRADEMARK

900122734

REEL: 003903 FRAME: 0636

CH \$240.00 1510486

Correspondent Name: Nancy A. Zoubek, Esq., Jones Day
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

528925-605003

NAME OF SUBMITTER:

Nancy A. Zoubek

Signature:

/Nancy A. Zoubek/

Date:

12/15/2008

Total Attachments: 4

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RELEASE AND DISCHARGE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY (this "IP Security Interest Release and Discharge"), effective as of December 4, 2008, is made by Bank of America, N.A., as collateral agent under the Credit Agreement (as defined below) (in such capacity, "Collateral Agent") on its own behalf and on behalf of other credit parties to the Credit Agreement (collectively "Lenders") in favor of Boscov's Department Store, LLC and SDS, Inc. (as "Borrowers") and Boscov's Inc., Boscov's Transportation Company LLC, Boscov's PSI Inc., Boscov's Investment Company, Boscov's Finance Company, Inc. and Retail Construction & Development, Inc. (as "Facility Guarantors", together with the Borrowers hereinafter referred to, individually, as a Grantor and, collectively, as the "Grantors").

PRELIMINARY STATEMENTS.

WHEREAS, Grantors and Lenders entered into a Credit Agreement on January 27, 2006 (the "Credit Agreement") pursuant to which Grantors were required to grant a security interest in certain intellectual property to secure the obligations set forth in the Credit Agreement and to enter into an Intellectual Property Security Agreement, dated as of January 27, 2006, with the Collateral Agent (the "IP Security Agreement").

WHEREAS, pursuant to the IP Security Agreement, which was recorded with the United States Patent and Trademark Office, on March 13, 2006, at Reel/Frame 003267/0361 with respect to trademarks, and on March 13, 2006 at Reel/Frame 017299/0267 with respect to patents, the Grantors granted, a security interest in all of the right, title and interest of the Grantors, in, to and under all such IP Collateral, as defined in the IP Security Agreement, including without limitation the Trademarks and Patents (each as defined in the IP Security Agreement), to secure the payment and performance in full of the obligations (set forth in the Credit Agreement and IP Security Agreement); and

WHEREAS, the obligations have been finally and indefeasibly paid in full and Collateral Agent and all other Lenders have agreed to release their security interest in the IP Collateral, including without limitation, the Trademarks and Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on its own behalf and on behalf of all other Lenders (and each of their respective successors or assigns) agrees as follows:

SECTION 1. Release and Discharge Security. Collateral Agent hereby forever releases and discharges, on its behalf, on behalf of all other Lenders and on behalf of the Grantors, the security interest in and to all of each Grantor's right, title and interest in and to all IP Collateral, as defined in the IP Security Agreement, having been secured

under the IP Security Agreement, including without limitation the Trademarks identified on Schedule A attached hereto (currently in the name of Boscov's Investment Company) and the Patents identified on Schedule B attached hereto (currently in the name of Boscov's Department Store, LLC).

SECTION 2. Recordation. Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks, and any other applicable government officer to record this IP Security Interest Release and Discharge. Each Grantor hereby acknowledges and agrees that the release and discharge set forth in Section 1 hereof is without recourse to or representation or warranty by Lenders.

SECTION 3. Further Assurances. Collateral Agent hereby agrees, at the Grantors' expense, to execute such instruments and to take such other actions as the Grantors may reasonably request to terminate the security interest in the IP Collateral, including without limitation the Trademarks and Patents, and otherwise to effectuate the release of the IP Collateral, including without limitation the Trademarks and Patents.

IN WITNESS WHEREOF, Collateral Agent, on its own behalf and on behalf of all other Lenders (and each of their respective successors or assigns) has executed this IP Security Interest Release and Discharge or caused this IP Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____

Name: James Ward
Title: Managing Director
Bank of America, N.A.

SCHEDULE A**U.S. TRADEMARKS**

TRADEMARK	APP NO	APP DATE	REG NO	REG DATE
BOSCOV'S	73688945	10/13/1987	1510486	10/25/1988
SEQUENCE	73769227	12/13/1988	1554843	9/5/1989
CROSS & WINSOR	74225590	11/26/1991	1765311	4/13/1993
ASHLEY COOPER	75202957	11/22/1996	2231120	3/9/1999
STARTING POINT	76036230	4/27/2000	2575237	6/4/2002
KITCHEN CORNER	78405778	4/21/2004	3174872	11/21/2006
B KIDS	78624644	5/6/2005	3082756	4/18/2006
NEW @TITUDE	78554143	1/26/2005	3272833	7/31/2007
COOPER HOME COLLECTION	78405791	4/21/2004		

EXHIBIT B

U.S. PATENTS

TITLE	APP NO	APP DATE	ISSUE NO.	ISSUE DATE
Method and System for Providing Multiple Credit Lines	10/986,165	November 12, 2004	7,455,221	November 25, 2008