

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
GB Merchant Partners, LLC, as Successor Collateral Agent to Bear Stearns Corporate Lending Inc., as Initial Collateral Agent		12/04/2008	LIMITED LIABILITY COMPANY:

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.

CH \$240.00 1510486

Phone: 212-326-3717
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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:	12/30/2008

Total Attachments: 3
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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 GB Merchants Partners, LLC, as successor collateral agent to the Credit Agreement (as defined below)(in such capacity, "Successor 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 Bear Stearns Corporation Lending Inc. (as "Initial Collateral Agent") on its behalf and on behalf of other Lenders entered into a Credit Agreement on March 20, 2008 (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 March 20, 2008, with the Initial 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 24, 2008, at Reel/Frame 003745/0373 with respect to trademarks, and on March 24, 2008, at Reel/Frame 020691/0378 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);

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Credit Agreement and the IP Security Agreement to the Successor Collateral Agent, pursuant to an Assignment of Security Interest in Intellectual Property, dated August 1, 2008, recorded with the United States Patent and Trademark Office on August 13, 2008, 2008, at Reel/Frame 003834/0812 with respect to trademarks, and on August 13, 2008, at Reel/Frame 021383/0471 with respect to patents; and

WHEREAS, the obligations have been finally and indefeasibly paid in full, and Successor 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, Successor 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. Successor Collateral Agent hereby forever releases and discharges, on its behalf, the behalf of all other Lenders (and each of their respective successors or assigns) 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. Successor 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 Lender.

SECTION 3. Further Assurances. Successor 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, Successor Collateral Agent, on its 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.

GB MERCHANTS PARTNERS, LLC, as
Successor Collateral Agent

By: 

Name: *Matthew R. Kaha*

Title: *Prac/40*

EXHIBIT 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	4/21/2006	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		