

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carson Pirie Scott II, Inc.		07/09/2012	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	625 Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	3892546	BERGNER'S	
Registration Number:	0966580	BRECKENRIDGE	
Registration Number:	3022152	BRECKENRIDGE	
Registration Number:	1143734	CARSON PIRIE SCOTT	
Registration Number:	1395289	CARSONS	
Registration Number:	2646804	CELEBRATION WEDDING AND GIFT REGISTRY	
Registration Number:	3628605	CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	
Registration Number:	3632950	CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	
Registration Number:	1869666	CEZANI	
Registration Number:	3423603	CEZANI	
Registration Number:	3069447	CHANTEUSE	
Registration Number:	2412363	CHARGE AGAINST BREAST CANCER	
Registration Number:	2121357	THE SITE FIGHTS	

OP \$1065.00 3892546

Registration Number:	2363348	CONSENSUS
Registration Number:	4143662	
Registration Number:	2278878	HERBERGER'S
Registration Number:	3483180	INTIMATE ESSENTIALS
Registration Number:	4143891	JB
Registration Number:	3881265	KENNETH ROBERTS
Registration Number:	4139987	KENNETH ROBERTS
Registration Number:	3709384	LITTLE MISS ATTITUDE
Registration Number:	2493154	LIVING QUARTERS
Registration Number:	2385966	LIVING QUARTERS
Registration Number:	3909131	LIVING QUARTERS
Registration Number:	3848434	MISS ATTITUDE
Registration Number:	3528399	MISS ATTITUDE
Registration Number:	2934263	MISS ATTITUDE
Registration Number:	2968804	MISS ATTITUDE
Registration Number:	2933999	MISS ATTITUDE
Registration Number:	2934000	MISS ATTITUDE
Registration Number:	3485550	NORTHERN LODGE
Registration Number:	3569648	NORTHERN LODGE
Registration Number:	3292860	PARADISE COLLECTION
Registration Number:	3347154	PARADISE COLLECTION
Registration Number:	2384258	RELATIVITY
Registration Number:	2635572	(RELATIVITY)
Registration Number:	2407600	STUDIO WORKS
Registration Number:	3570064	STUDIO WORKS
Registration Number:	3127728	TECH TREK
Registration Number:	3587976	TRIP READY
Registration Number:	1795407	YOUNKERS
Registration Number:	3436925	KENNETH ROBERTS PLATINUM

CORRESPONDENCE DATA

Fax Number: 2126561342

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3345

Email: david.adams@thomsonreuters.com

TRADEMARK
REEL: 004818 FRAME: 0587

Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: James P. Murphy

Signature: /david adams TR/

Date: 07/09/2012

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 9, 2012, by CARSON PIRIE SCOTT II, INC. ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing;

provided that notwithstanding anything to the contrary in the Security Agreement, no security interest shall be granted in any United States intent-to-use application for a Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

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 Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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,

CARSON PIRIE SCOTT II, INC.


By: 

Name: Keith E. Plowman
Title: Executive Vice President,
Chief Financial Officer

[Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004818 FRAME: 0592

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration / Serial Number	Registration/Filing Date
BERGNER'S	3,892,546	12/21/2010
BRECKENRIDGE	966,580	8/21/1973
BRECKENRIDGE	3,022,152	11/29/2005
CARSON PIRIE SCOTT	1,143,734	12/16/1980
CARSONS	1,395,289	5/27/1986
CELEBRATION WEDDING & GIFT REGISTRY	2,646,804	11/5/2002
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	3,628,605	5/26/2009
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	3,632,950	6/2/2009
CEZANI	1,869,666	12/27/1994
CEZANI	3,423,603	5/6/2008
CHANTEUSE	3,069,447	3/14/2006
CHARGE AGAINST BREAST CANCER	2,412,363	12/12/2000
COME TO THE RIGHT PLACE	2,021,357	12/3/1996
CONSENSUS	2,363,348	6/27/2000
dogs head circle (DESIGN)	4,143,662	12/9/2010
HERBERGER'S	2,278,878	9/21/1999
INTIMATE ESSENTIALS	3,483,180	8/12/2008
JB/DOGS HEAD CIRCLE (DESIGN)	4,143,891	2/22/2011
KENNETH ROBERTS	3,881,265	11/23/2010
KENNETH ROBERTS	4,139,987	1/25/2011
LITTLE MISS ATTITUDE	3,709,384	11/10/2009
LIVING QUARTERS	2,493,154	9/25/2001
LIVING QUARTERS	2,385,966	9/12/2000
LIVING QUARTERS	3,909,131	1/18/2011
MISS ATTITUDE	3,848,434	9/14/2010
MISS ATTITUDE	3,528,399	11/4/2008
MISS ATTITUDE	2,934,263	3/15/2005
MISS ATTITUDE	2,968,804	7/12/2005

MISS ATTITUDE	2,933,999	3/15/2005
MISS ATTITUDE	2,934,000	3/15/2005
NORTHERN LODGE	3,485,550	8/12/2008
NORTHERN LODGE	3,569,648	2/3/2009
PARADISE COLLECTION	3,292,860	9/18/2007
PARADISE COLLECTION Palm Tree Design	3,347,154	12/4/2007
RELATIVITY	2,384,258	9/5/2000
RELATIVITY	2,635,572	10/15/2002
STUDIO WORKS	2,407,600	11/28/2000
STUDIO WORKS	3,570,064	2/3/2009
TECH TREK	3,127,728	8/8/2006
TRIP READY	3,587,976	3/10/2009
YOUNKERS (Stylized)	1,795,407	9/28/1993
KENNETH ROBERTS PLATINUM	3,436,925	5/27/2008