

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPECIALTY RETAILERS, INC.		08/03/2018	Corporation: TEXAS
STAGE STORES, INC.		08/03/2018	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	1563887	BEALLS
Registration Number:	1684402	CAPE CLASSIC
Registration Number:	4742049	CLUB 50 PLUS
Registration Number:	2548132	G
Registration Number:	2640229	G SOMETHING UNEXPECTED
Registration Number:	3045751	GIVE THE UNEXPECTED
Registration Number:	2529306	GOODY'S
Registration Number:	1606015	GOODY'S FAMILY CLOTHING
Registration Number:	2379498	GORDMANS
Registration Number:	2011195	GRAPHITE
Registration Number:	1938934	GRAPHITE
Registration Number:	5442645	GREWARDS
Registration Number:	1475067	HANNAH
Registration Number:	4494877	HANNAH
Registration Number:	4129080	HANNAH COMFORT
Registration Number:	4176342	H.O.M.E. HELPING OUR MILITARY AND ENVIRO
Registration Number:	2657455	IVY CREW
Registration Number:	4660343	JINGLE BELL LANE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4660342	JINGLE BELL LANE
Registration Number:	4660341	JINGLE BELL LANE
Registration Number:	4649865	JINGLE BELL LANE
Registration Number:	4649826	MAX & MINI
Registration Number:	4649853	MAX & MINI
Registration Number:	4649852	MAX & MINI
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	2164591	OLD COLLEGE INN
Registration Number:	3938054	ON STAGE
Registration Number:	2785222	PALAIS ROYAL
Registration Number:	1492322	PEEBLES
Registration Number:	1769352	PRIVATE EXPRESSIONS
Registration Number:	2821443	REBECCA MALONE
Registration Number:	3805141	REBECCA MALONE
Registration Number:	3720456	REBECCA MALONE
Registration Number:	4739968	RUSTIC BLUE
Registration Number:	2072046	SIGNATURE STUDIO
Registration Number:	3280578	SIGNATURE STUDIO
Registration Number:	4838271	SIGNATURE STUDIO
Registration Number:	2721561	SOMETHING UNEXPECTED
Registration Number:	5362648	SPOT ON VALUE
Registration Number:	1525762	STAGE
Registration Number:	5069575	STAGE
Registration Number:	5142482	STAGE
Registration Number:	5335731	STYLE CIRCLE
Registration Number:	4860808	STYLE CIRCLE REWARDS
Registration Number:	2080349	SUN RIVER CLOTHING CO.
Registration Number:	2285764	SUN RIVER CLOTHING CO.
Registration Number:	4265669	THE BIG EVENT
Registration Number:	1942594	THOMAS & ASHEMORE
Registration Number:	4177006	VALERIE STEVENS
Registration Number:	4565189	VALERIE STEVENS
Registration Number:	4838287	VALERIE STEVENS
Registration Number:	2094031	WHISPERS
Registration Number:	3887766	WISHFUL PARK
Registration Number:	4062356	WISHFUL PARK
Registration Number:	4313926	WISHFUL PARK
Registration Number:	4265729	WISHFUL PARK

Property Type	Number	Word Mark
Registration Number:	4412225	WISHFUL PARK
Registration Number:	4404742	WISHFUL PARK
Registration Number:	2515145	Y.E.S. YOUR EVERYDAY SAVINGS

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F178495
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	08/03/2018

Total Attachments: 20

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 3, 2018, by and among (a) SPECIALTY RETAILERS, INC., a Texas corporation (the "Borrower"), (b) STAGE STORES, INC., a Nevada corporation (the "Facility Guarantor") (the Borrower and the Facility Guarantor are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, 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 Credit 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 Second Amended and Restated Credit Agreement, dated as of October 6, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by, among others, (i) the Borrower, (ii) the Facility Guarantors party thereto from time to time, (iii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), and (iv) Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Term Loan Agent, and Issuing Bank, pursuant to which the Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Amended and Restated Guaranty, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty"), executed by the Facility Guarantor in favor of the Administrative Agent, the Collateral Agent, and the other Credit Parties, pursuant to which the Facility Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Amended and Restated Security Agreement, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified 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 herein), 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.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Borrower" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"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.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright.

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

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Excluded Property" shall have the meaning assigned to such term in the Security Agreement.

“General Intangible” shall have the meaning assigned to such term in the Security Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guarantor” shall have the meaning assigned to such term in the preamble of this Agreement.

“Guaranty” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

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

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

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Material Intellectual Property” shall mean Intellectual Property that is material to the business or operations of any Loan Party, being, as of the Third Amendment Effective Date, the Intellectual Property disclosed in writing to the Collateral Agent on or about the Third Amendment Effective Date.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations 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 under any Patent.

“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 Guaranty); provided, however, that Bank Products and Cash Management Services shall be Secured Obligations solely to the

extent that there is sufficient IP Collateral following satisfaction of the obligations described in clause (a) of the definition of Obligations.

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain 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.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) 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 accordance with the Loan Documents), in all of the present and future right, title and interest of such Grantor in, to and under 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 other Licenses;
- (e) all renewals of any of the foregoing;
- (f) all trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered

industrial designs; design rights; assumed names; mask works; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) 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);

(h) 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, misappropriations, encroachments or dilutions thereof;

(i) the right to sue for past, present and future infringements, misappropriations, encroachments and dilutions of any of the foregoing; and

(j) all of the Grantors' rights corresponding to any of the foregoing throughout the world;

provided, that, the IP Collateral shall not include any Excluded Property.

SECTION 3. Grantors' Covenants. Each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(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, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(c) at the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(d) at the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation, encroachment or dilution, including, without limitation, where applicable, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect; and

(e) give the Collateral Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

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

(ii) such Grantor's obtaining knowledge that any application or registration relating to any Material Intellectual Property may, other than as provided in this SECTION 3, 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 or enforceability of, any Material Intellectual Property or such Grantor's right to register the same or to own and maintain the same;

provided, that, absent the occurrence and continuance of any Event of Default, Grantors shall only be required to provide the notices described in clauses (i) and (ii) above on a quarterly basis in connection with delivery of a certificate described in Section 5.01(d) of the Credit Agreement with respect to the applicable fiscal quarter.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** (as may be amended or supplemented from time to time in accordance with this Agreement) is a true, correct and complete list of all United States Copyrights owned by such Grantor.

(b) **EXHIBIT B** (as may be amended or supplemented from time to time in accordance with this Agreement) is a true, correct and complete list of all United States Patents owned by such Grantor.

(c) **EXHIBIT C** (as may be amended or supplemented from time to time in accordance with this Agreement) is a true, correct and complete list of all United States Trademarks owned by such Grantor.

(d) None of the Material Intellectual Property owned by such Grantor is the subject of any exclusive licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

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

(f) Such Grantor owns, or is licensed to use, all Material Intellectual Property, which Material Intellectual Property constitutes all of the intellectual property rights which are material to the business or operations of any Loan Party. To each Grantor's knowledge, no 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, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers that the use by such Grantor of the Material Intellectual Property does not infringe the rights of any Person in any material respect. To each Grantor's knowledge, 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.

(g) Such Grantor has used, and will continue to use, consistent standards of quality (which standards shall be substantially the same or higher than those in effect as of the Third Amendment Effective Date) in products leased or sold under the Intellectual Property.

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) and (ii) of SECTION 3(e) 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, such Grantor shall promptly 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) 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 in the United States (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, that 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. Except upon the occurrence and during the continuance of an Event of Default, 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 provide the Collateral Agent with prompt written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect; and

(b) upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantors' 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 ten (10) 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 and during the continuance 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 is continuing 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, 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 newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable 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 any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. 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 Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

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 (as defined in the Security Agreement) 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 (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP 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 terms of the Security Agreement shall control 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. Without limiting the foregoing, the provisions of Section 9.03 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

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 (i) all of the Secured Obligations have been paid in full in cash, (ii) the Lenders have no further commitment to lend, (iii) the Letter of Credit Outstandings have been reduced to zero (or fully cash collateralized in a manner reasonably satisfactory to the Issuing Bank and the Administrative Agent), and (iv) the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements 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. 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. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 15. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart hereof.

[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:

SPECIALTY RETAILERS, INC.

By: Oded Shein

Name: Oded Shein

Title: Executive Vice President, Chief Financial Officer and Treasurer

STAGE STORES, INC.


By: Oded Shein

Name: Oded Shein

Title: Executive Vice President, Chief Financial Officer and Treasurer

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Jai Alexander
Title: Director

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006404 FRAME: 0720

EXHIBIT A

List of Copyrights

None.

Exhibits to Intellectual Property Security Agreement

EXHIBIT B

List of Patents

None.

Exhibits to Intellectual Property Security Agreement

TRADEMARK
REEL: 006404 FRAME: 0722

EXHIBIT C

List of Trademarks

TRADEMARK	GRANTOR	OWNED / LICENSED	APPLICATION FILING / REGISTRATION DATE	STATUS*	APPLICATION / REGISTRATION NUMBER
BEALLS	SPECIALTY RETAILERS, INC.	OWNED	09/27/1985 10/31/1989	REGISTERED	73/560,559 1,563,887
CAPE CLASSIC	SPECIALTY RETAILERS, INC.	OWNED	06/20/1991 04/28/1992	REGISTERED	74/177,847 1,684,402
CLUB 50 PLUS	SPECIALTY RETAILERS, INC.	OWNED	04/10/2014 05/26/2015	REGISTERED	86/248192 4,742,049
G	SPECIALTY RETAILERS, INC.	OWNED	12/21/1999 03/12/2002	REGISTERED	75/876367 2,548,132
G SOMETHING UNEXPECTED	SPECIALTY RETAILERS, INC.	OWNED	12/06/1999 10/22/2002	REGISTERED	75/865607 2,640,229
GIVE THE UNEXPECTED	SPECIALTY RETAILERS, INC.	OWNED	11/22/2004 01/17/2006	REGISTERED	78/520863 3045751
GOODY'S	SPECIALTY RETAILERS, INC.	OWNED	05/17/2000 01/15/2002	REGISTERED	76/050,225 2,529,306
GOODY'S FAMILY CLOTHING	SPECIALTY RETAILERS, INC.	OWNED	12/05/1988 07/10/1990	REGISTERED	73/767,438 1,606,015
GORDMANS	SPECIALTY RETAILERS, INC.	OWNED	09/27/1999 08/22/2000	REGISTERED	75/807968 2,379,498
GRAPHITE	SPECIALTY RETAILERS, INC.	OWNED	07/08/1994 10/22/1996	REGISTERED	75/975,306 2,011,195
GRAPHITE	SPECIALTY RETAILERS, INC.	OWNED	07/08/1994 11/28/1995	REGISTERED	74/802,481 1,938,934
gREWARDS	SPECIALTY RETAILERS, INC.	OWNED	08/04/2017 04/10/2018	REGISTERED	87/556653 5,442,645
HANNAH	SPECIALTY RETAILERS, INC.	OWNED	05/14/1987 02/02/1988	REGISTERED	73/660,672 1,475,067

Exhibits to Intellectual Property Security Agreement

TRADEMARK	GRANTOR	OWNED / LICENSED	APPLICATION FILING / REGISTRATION DATE	STATUS*	APPLICATION / REGISTRATION NUMBER
HANNAH	SPECIALTY RETAILERS, INC.	OWNED	08/02/2013 03/11/2014	REGISTERED	86/027,585 4,494,877
HANNAH COMFORT	SPECIALTY RETAILERS, INC.	OWNED	06/24/2009 04/17/2012	REGISTERED	77/767,174 4,129,080
H.O.M.E. HELPING OUR MILITARY AND ENVIRONMENT	SPECIALTY RETAILERS, INC.	OWNED	10/15/2010 07/17/2012	REGISTERED	85/153,396 4,176,342
IVY CREW	SPECIALTY RETAILERS, INC.	OWNED	04/21/1994 12/10/2002	REGISTERED	74/516,578 2,657,455
JINGLE BELL LANE	SPECIALTY RETAILERS, INC.	OWNED	04/19/2013 12/23/2014	REGISTERED	85/909011 4,660,343
JINGLE BELL LANE	SPECIALTY RETAILERS, INC.	OWNED	04/19/2013 12/23/2014	REGISTERED	85/908978 4,660,342
JINGLE BELL LANE	SPECIALTY RETAILERS, INC.	OWNED	04/19/2013 12/23/2014	REGISTERED	85/908968 4,660,341
JINGLE BELL LANE	SPECIALTY RETAILERS, INC.	OWNED	04/19/2013 12/02/2014	REGISTERED	85/908948 4,649,865
MAX & MINI	SPECIALTY RETAILERS, INC.	OWNED	03/26/2013 12/02/2014	REGISTERED	85/886404 4,649,826
MAX & MINI (design in squares)	SPECIALTY RETAILERS, INC.	OWNED	04/08/2013 12/02/2014	REGISTERED	85/898103 4,649,853
MAX & MINI (silhouette)	SPECIALTY RETAILERS, INC.	OWNED	04/08/2013 12/02/2014	REGISTERED	85/898055 4,649,852
MOUNTAIN LAKE	SPECIALTY RETAILERS, INC.	OWNED	04/18/2000 04/16/2002	REGISTERED	76/033731 2,561,162
OLD COLLEGE INN	SPECIALTY RETAILERS, INC.	OWNED	08/29/1996 06/09/1998	REGISTERED	75/158051 2,164,591
ON STAGE	SPECIALTY RETAILERS, INC.	OWNED	08/17/2010 03/29/2011	REGISTERED	85/109422 3,938,054

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TRADEMARK	GRANTOR	OWNED / LICENSED	APPLICATION FILING / REGISTRATION DATE	STATUS*	APPLICATION / REGISTRATION NUMBER
PALAIS ROYAL	SPECIALTY RETAILERS, INC.	OWNED	07/06/1999 11/25/2003	REGISTERED	75/744174 2,785,222
PEEBLES	SPECIALTY RETAILERS, INC.	OWNED	04/27/1987 06/14/1988	REGISTERED	73/657539 1,492,322
PRIVATE EXPRESSIONS	SPECIALTY RETAILERS, INC.	OWNED	06/27/1990 05/04/1993	REGISTERED	74/073162 1,769,352
REBECCA MALONE	SPECIALTY RETAILERS, INC.	OWNED	12/28/1999 03/09/2004	REGISTERED	75/882619 2,821,443
REBECCA MALONE	SPECIALTY RETAILERS, INC.	OWNED	04/24/2009 06/22/2010	REGISTERED	76/697055 3,805,141
REBECCA MALONE	SPECIALTY RETAILERS, INC.	OWNED	04/24/2009 12/08/2009	REGISTERED	76/697054 3,720,456
RUSTIC BLUE	SPECIALTY RETAILERS, INC.	OWNED	10/31/2013 05/19/2015	REGISTERED	86/107186 4,739,968
SIGNATURE STUDIO	SPECIALTY RETAILERS, INC.	OWNED	05/17/1993 06/17/1997	REGISTERED	74/391027 2,072,046
SIGNATURE STUDIO	SPECIALTY RETAILERS, INC.	OWNED	04/13/2005 08/14/07	REGISTERED	78/607544 3,280,578
SIGNATURE STUDIO	SPECIALTY RETAILERS, INC.	OWNED	12/12/2014 10/20/2015	REGISTERED	86/478789 4,838,271
SOMETHING UNEXPECTED	SPECIALTY RETAILERS, INC.	OWNED	08/05/2002 06/03/2003	REGISTERED	78/150793 2,721,561
SPOT ON VALUE	SPECIALTY RETAILERS, INC.	OWNED	11/01/2016	REGISTERED	87/223020 5,362,648
STAGE	SPECIALTY RETAILERS, INC.	OWNED	05/14/1987 02/21/1989	REGISTERED	73/660706 1,525,762
STAGE	SPECIALTY RETAILERS, INC.	OWNED	05/29/2015 10/25/2016	REGISTERED	86/645978 5,069,575
STAGE	SPECIALTY	OWNED	05/29/2015	REGISTERED	86/646005

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TRADEMARK	GRANTOR	OWNED / LICENSED	APPLICATION FILING / REGISTRATION DATE	STATUS*	APPLICATION / REGISTRATION NUMBER
	RETAILERS, INC.		02/14/2017		5,142,482
STYLE CIRCLE	SPECIALTY RETAILERS, INC.	OWNED	09/22/2014 11/14/2017	REGISTERED	86/402441 5,335,731
STYLE CIRCLE REWARDS	SPECIALTY RETAILERS, INC.	OWNED	09/22/2014 11/24/2015	REGISTERED	86/402395 4,860,808
SUN RIVER CLOTHING CO.	SPECIALTY RETAILERS, INC.	OWNED	01/04/1996 07/15/1997	REGISTERED	75/976054 2,080,349
SUN RIVER CLOTHING CO.	SPECIALTY RETAILERS, INC.	OWNED	01/04/1996 10/12/1999	REGISTERED	75/040261 2,285,764
THE BIG EVENT	SPECIALTY RETAILERS, INC.	OWNED	12/22/2011 12/25/2012	REGISTERED	85/502505 4,265,669
THOMAS & ASHEMORE	SPECIALTY RETAILERS, INC.	OWNED	12/14/1994 12/19/1995	REGISTERED	74/610923 1,942,594
VALERIE STEVENS	SPECIALTY RETAILERS, INC.	OWNED	07/19/2011 07/17/2012	REGISTERED	85/374698 4,177,006
VALERIE STEVENS	SPECIALTY RETAILERS, INC.	OWNED	03/26/2013 07/08/2014	REGISTERED	85/886384 4,565,189
VALERIE STEVENS	SPECIALTY RETAILERS, INC.	OWNED	12/18/2014 10/20/2015	REGISTERED	86/484874 4,838,287
WHISPERS	SPECIALTY RETAILERS, INC.	OWNED	04/03/1995 09/09/1997	REGISTERED	74/655468 2,094,031
WISHFUL PARK	SPECIALTY RETAILERS, INC.	OWNED	11/09/2009 12/07/2010	REGISTERED	77/868649 3,887,766
WISHFUL PARK	SPECIALTY RETAILERS, INC.	OWNED	10/19/2010 11/29/2011	REGISTERED	85/155755 4,062,356
WISHFUL PARK	SPECIALTY RETAILERS, INC.	OWNED	09/06/2011 04/02/2013	REGISTERED	85/415638 4,313,926
WISHFUL PARK	SPECIALTY RETAILERS,	OWNED	02/14/2012 12/25/2012	REGISTERED	85/542584 4,265,729

Exhibits to Intellectual Property Security Agreement

TRADEMARK	GRANTOR	OWNED / LICENSED	APPLICATION FILING / REGISTRATION DATE	STATUS*	APPLICATION / REGISTRATION NUMBER
	INC.				
WISHFUL PARK	SPECIALTY RETAILERS, INC.	OWNED	10/31/2012 10/01/2013	REGISTERED	85/768304 4,412,225
WISHFUL PARK	SPECIALTY RETAILERS, INC.	OWNED	10/31/2012 09/17/2013	REGISTERED	85/768330 4,404,742
Y.E.S. YOUR EVERYDAY SAVINGS	SPECIALTY RETAILERS, INC.	OWNED	02/27/2001 12/04/2001	REGISTERED	76/217340 2,515,145

*Each of the foregoing is registered in the USPTO.

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Exhibits to Intellectual Property Security Agreement