

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Retailers, Inc.		10/16/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bealls, Inc.		
Street Address:	38th Avenue East		
City:	Bradenton		
State/Country:	FLORIDA		
Postal Code:	34208		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 41			
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:	5442645	GREWARDS	
Registration Number:	1475067	HANNAH	
Registration Number:	2657455	IVY CREW	
Registration Number:	4649865	JINGLE BELL LANE	
Registration Number:	4660341	JINGLE BELL LANE	
Registration Number:	4660342	JINGLE BELL LANE	
Registration Number:	4660343	JINGLE BELL LANE	
Registration Number:	4649853	MAX & MINI	
Registration Number:	4649852	MAX & MINI	
Registration Number:	4649826	MAX & MINI	

OP \$1040.00 1563887

Property Type	Number	Word Mark
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	2785222	PALAIS ROYAL
Registration Number:	1492322	PEEBLES
Registration Number:	1769352	PRIVATE EXPRESSIONS
Registration Number:	2821443	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:	4177006	VALERIE STEVENS
Registration Number:	4838287	VALERIE STEVENS
Registration Number:	3887766	WISHFUL PARK
Registration Number:	4062356	WISHFUL PARK
Registration Number:	2515145	Y.E.S. YOUR EVERYDAY SAVINGS

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 2109787477

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark, Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 60388.2_Legrand

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 10/16/2020

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of October 16, 2020 (the "Assignment Date"), by Specialty Retailers, Inc., a Texas corporation ("Assignor") and Bealls, Inc., a Florida corporation ("Assignee"). The parties hereto, along with Burke's DC TX, LLC, a Florida limited liability company ("Purchaser"), and Stage Stores, Inc., a Nevada corporation, have entered into that certain Asset Purchase Agreement dated as of October 4, 2020 (as amended, the "APA"). Pursuant to the APA, Purchaser has designated the Assignee, its Affiliate, to take ownership of the Trademarks (as defined below). Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to obtain from Assignor, certain of the Acquired Assets (as defined in the APA), including the trademarks listed on Exhibit A hereto (the "Trademarks"). The parties are entering into this Assignment to further evidence the transfer of such Trademarks from Assignor to Assignee. In consideration of the covenants, promises and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby irrevocably transfers, assigns, conveys and delivers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, free and clear of all Encumbrances (as defined in the APA), together with all associated goodwill, all applications, renewals, registrations, substitutions, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Assignment Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement of any of the Trademarks. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this Assignment. Except as provided in (and subject to the limitations of) the APA, the Trademarks are sold, transferred and conveyed by Assignor to Assignee (i) on an "AS-IS," "WHERE-IS," "WITH ALL FAULTS" basis, and (ii) without any warranties, representations or guaranties, either express or implied, of any kind, nature or type whatsoever.

Section 2. Assistance. From time to time, as and when reasonably requested by Assignee and at Assignee's expense, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and perform all lawful acts reasonably necessary and proper to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.

Section 3. Counterparts. This Assignment may be executed in one or more identical counterparts, all of which, when taken together shall constitute one and the same instrument.

Section 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6. Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Assignment Date.

SPECIALTY RETAILERS, INC.

By: Elaine D. Crowley
Name: Elaine D. Crowley
Title: Chief Restructuring Officer




IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Assignment Date.

BEALLS, INC.

By: 
Name: Brian Crowley
Title: SVP & Chief Financial Officer

Exhibit A

Trademarks

SERIAL NO. REG. NO.	MARK	FILING DATE REG. DATE
73/560,559 1,563,887	BEALLS	09/27/1985 10/31/1989
74/177,847 1,684,402	CAPE CLASSIC	06/20/1991 04/28/1992
86/248,192 4,742,049	CLUB 50 PLUS	04/10/2014 05/26/2015
75/876,367 2,548,132		12/21/1999 03/12/2002
75/865,607 2,640,229	G SOMETHING UNEXPECTED	12/06/1999 10/22/2002
78/520,863 3,045,751	GIVE THE UNEXPECTED	11/22/2004 01/17/2006
76/050,225 2,529,306	GOODY'S	05/17/2000 01/15/2002
73/767,438 1,606,015	GOODY'S FAMILY CLOTHING	12/05/1988 07/10/1990
75/807,968 2,379,498	GORDMAN'S	09/27/1999 08/22/2000
87/556,653 5,442,645	gRewards	08/04/2017 04/10/2018
73/660,672 1,475,067	HANNAH	05/14/1987 02/02/1988
74/516,578 2,657,455	IVY CREW	04/21/1994 12/10/2002
85/908,948 4,649,865	JINGLE BELL LANE	04/19/2013 12/02/2014
85/908,968 4,660,341	JINGLE BELL LANE	04/19/2013 12/23/2014
85/908,978 4,660,342	JINGLE BELL LANE	04/19/2013 12/23/2014
85/909,011 4,660,343	JINGLE BELL LANE	04/19/2013 12/23/2014
85/898,103 4,649,853	 max & mini	04/08/2013 12/02/2014
85/898,055 4,649,852	 max & mini	04/08/2013 12/02/2014
85/886,404 4,649,826	MAX & MINI	03/26/2013 12/02/2012
76/033,731 2,561,162	MOUNTAIN LAKE	04/18/2000 04/16/2002



SERIAL NO. REG. NO.	MARK	FILING DATE REG. DATE
75/744,174 2,785,222	PALAIS ROYAL	07/06/1999 11/25/2003
73/657,539 1,492,322	PEEBLES	04/27/1987 06/14/1988
74/073,162 1,769,352	PRIVATE EXPRESSIONS	06/27/1990 05/04/1993
75/882,619 2,821,443	REBECCA MALONE	12/28/1999 03/09/2004
86/107,186 4,739,968	RUSTIC BLUE	10/31/2013 05/19/2015
74/391,027 2,072,046	SIGNATURE STUDIO	05/17/1993 06/17/1997
78/607,544 3,280,578	SIGNATURE STUDIO	04/13/2005 08/14/07
86/478,789 4,838,271	SIGNATURE STUDIO	12/12/2014 10/20/2015
78/150,793 2,721,561	SOMETHING UNEXPECTED	08/05/2002 06/03/2003
87/223,020 5,362,648	SPOT ON VALUE	11/01/2016 12/26/2017
73/660,706 1,525,762	STAGE	05/14/1987 02/21/1989
86/645,978 5,069,575	 STAGE	05/29/2015 10/25/2016
86/646,005 5,142,482	 STAGE	05/29/2015 11/14/2017
86/402,441 5,335,731	STYLE CIRCLE	09/22/2014 11/14/2017
86/402,395 4,860,808	STYLE CIRCLE REWARDS	09/22/2014 11/24/2015
75/976,054 2,080,349	SUN RIVER CLOTHING CO.	01/04/1996 07/15/1997
85/374,698 4,177,006	VALERIE STEVENS	07/19/2011 07/17/2012
86/484,874 4,838,287	VALERIE STEVENS	12/18/2014 10/20/2015
77/868,649 3,887,766	WISHFUL PARK	11/09/2009 12/07/2010
85/155,755 4,062,356	WISHFUL PARK	10/19/2010 11/29/2011
76/217,340 2,515,145	Y.E.S. YOUR EVERYDAY SAVINGS	02/27/2001 12/04/2001

Exhibit A