

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J.C. PENNEY PURCHASING CORPORATION		05/22/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	30 HUDSON STREET, 36TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	CHARTERED BANK: NEW YORK

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	3211900	ESTATE BY MONET
Registration Number:	4013113	M
Registration Number:	1209655	MONET
Registration Number:	2637268	HAZ TUYA LA MAGIA
Registration Number:	0949595	JC PENNEY
Registration Number:	0719979	MONET
Registration Number:	1502274	STAFFORD
Registration Number:	1210578	BIG MAC
Registration Number:	4053862	I SAID YES
Registration Number:	4053863	I SAID YES!
Registration Number:	4003383	UPROAR
Registration Number:	3986591	ONE KISS
Registration Number:	3901866	ARTICLE 365
Registration Number:	3901867	ARTICLE 365

**TRADEMARK**

Registration Number:	3854400	SHE SAID
Registration Number:	0797853	TOWNCRAFT
Registration Number:	3426724	AMBRIELLE
Registration Number:	3522102	SLEEK ONE
Registration Number:	3426681	A SENSUAL INDULGENCE FOR EVERY BODY
Registration Number:	3499959	DECREE
Registration Number:	3477724	A II Z
Registration Number:	3463639	COOKS JCP HOME
Registration Number:	3517367	STUDIO JCP HOME
Registration Number:	3868960	STUDIO
Registration Number:	3419476	OPTIMUM BODY
Registration Number:	3386120	CHLOE ALEXANDER
Registration Number:	3330291	DIAMONART
Registration Number:	3502199	SIMPLY COZY
Registration Number:	3255709	STUDIO BY JCPENNEY HOME COLLECTION
Registration Number:	3332532	EAST5TH
Registration Number:	3309547	SMOOTH REVOLUTION
Registration Number:	3353951	FLIRTIITUDE
Registration Number:	3280911	AMBRIELLE ESSENTIALS
Registration Number:	3280912	AMBRIELLE MYSTIQUE
Registration Number:	3204677	A.N.A A NEW APPROACH
Registration Number:	3280794	AMBRIELLE
Registration Number:	3248534	A NEW APPROACH
Registration Number:	3190205	A NEW APPROACH
Registration Number:	3188227	A.N.A.
Registration Number:	3166681	TWISTED BOOT
Registration Number:	2644342	MAGIC PRINT
Registration Number:	1703294	PROTOCOL
Registration Number:	1510969	STAFFORD
Registration Number:	1455438	ST. JOHN'S BAY
Registration Number:	1421983	THE JCPENNEY TOWEL
Registration Number:	1404163	TOWNCRAFT
Registration Number:	0977365	BIG MAC
Registration Number:	3351801	STUDIO BY JCPENNEY HOME COLLECTION
Registration Number:	2915349	QUICK-DRI

	1503930	STJOHN'SBAY
Registration Number:	1319486	CITY STREETS
Registration Number:	1402245	OKIE-DOKIE
Registration Number:	0231906	TOWNCRAFT
Registration Number:	1794025	LIZ BAKER
Registration Number:	1636195	THE ORIGINAL ARIZONA JEAN COMPANY
Registration Number:	1272850	MOSS CREEK TRADERS
Registration Number:	1275257	STAFFORD
Registration Number:	0292573	ADONNA
Registration Number:	1978252	THE ORIGINAL ARIZONA JEAN COMPANY
Registration Number:	3998879	PRO-TEC-SUN
Registration Number:	1755461	THE ORIGINAL ARIZONA JEAN COMPANY
Registration Number:	2197706	LISETTE
Registration Number:	2195308	BRIGHT FUTURE
Registration Number:	1653741	SO SOFT BY 9-2-5
Registration Number:	1486179	WORTHINGTON
Registration Number:	1449840	UNDERSCORE
Registration Number:	1273663	ALICIA
Registration Number:	1221838	HUNT CLUB
Registration Number:	1208556	SUITED SEPARATES
Registration Number:	1174285	DIVIDEND DOZEN
Registration Number:	0956534	SUBTLE SHAPER
Registration Number:	0164833	BIG MAC
Registration Number:	2195381	OKIE-DOKIE
Registration Number:	1270847	PAR-FOUR
Registration Number:	1282573	ST JOHN'S BAY
Registration Number:	1276301	LIZ BAKER
Registration Number:	1298926	GREAT CONNECTIONS
Registration Number:	0824962	BIG MAC

**CORRESPONDENCE DATA**

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

**TRADEMARK**  
**REEL: 005037 FRAME: 0524**

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR  
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049646-0131
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	05/30/2013

**Total Attachments: 17**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 22, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security Interest.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

- (a) all United States, and foreign trademarks, trade names, trade dress, Internet domain names, service marks, certification marks, logos, and other source identifiers, whether or not registered;
- (b) all registrations and applications therefor including, without limitation, the registrations and applications listed on Schedule A attached hereto;
- (c) all extensions or renewals of any of the foregoing;
- (d) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;
- (e) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing;
- (f) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(g) all other rights corresponding thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Asset, including, without limitation, any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Termination**

Upon the payment in full of all Secured Obligations (other than unasserted indemnification, tax gross-up, expense reimbursement or yield protection obligations) and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantors. Upon any such termination the Collateral Agent shall, at the Grantors’ expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request, including financing statement amendments and/or releases and/or reassignments of the Trademark Collateral in the form appropriate for recording in the U.S. Patent and Trademark Office or other applicable Intellectual Property registry where the Collateral Agent’s security interest may have been recorded, to evidence such termination.

### **SECTION 5. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 6. Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement in respect of the Trademark Collateral and the exercise of any right or remedy by the Collateral Agent hereunder in respect of the Trademark Collateral, in each case, with respect to such Trademark Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any inconsistency between the terms or conditions of this Agreement (other than Section 2) and the terms and conditions of the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control.

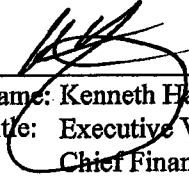
**SECTION 7. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

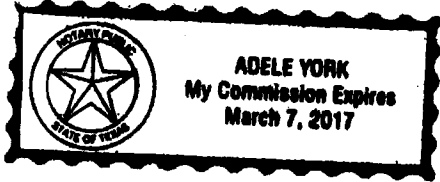
J. C. PENNEY CORPORATION, INC.

By:   
Name: Kenneth Hannah  
Title: Executive Vice President and  
Chief Financial Officer

STATE OF Texas )  
COUNTY OF Collin ) ss.

On this 21<sup>st</sup> day of May, 2013 before me personally appeared Kenneth Hannah, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J.C. Penney Corporation, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public





J. C. PENNEY COMPANY, INC.

By: \_\_\_\_\_

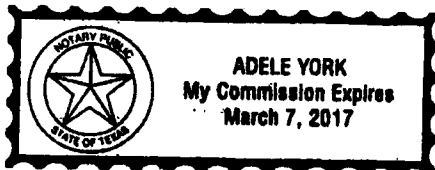
Name: Kenneth Hannah  
Title: Executive Vice President and  
Chief Financial Officer

STATE OF Texas )  
                                  )  
COUNTY OF Collin )

ss.

On this 21<sup>st</sup> day of May, 2013 before me personally appeared Kenneth Hannah, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J.C. Penney Corporation <sup>INC</sup> who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Adele York  
Notary Public



Trademark Security Agreement

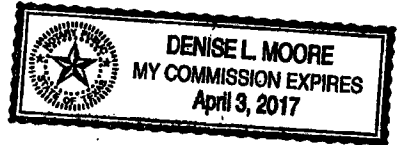
J. C. PENNEY PURCHASING CORPORATION

By: [Signature]  
Name: Windon Chau  
Title: VP, Treasurer

STATE OF Tx )  
COUNTY OF Collin ) ss.

On this 20<sup>th</sup> day of May, 2013 before me personally appeared Windon Chau proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J. C. Penney, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Moore



Trademark Security Agreement

TRADEMARK  
REEL: 005037 FRAME: 0531

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:




  
Authorized Signatory

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005037 FRAME: 0532**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**




**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>	<b>Owner Name</b>
AZJEANS	U.S. Federal	77068147 12/20/06	3454502 6/24/08	J. C. Penney Corporation, Inc.
Design Only 	U.S. Federal	78969879 9/8/06	3242553 5/15/07	J. C. Penney Corporation, Inc.
DISCOVER THE REAL SECRET	U.S. Federal	85104972 8/11/10	4037300 10/11/11	J. C. Penney Corporation, Inc.
EVERY DAY MATTERS	U.S. Federal	77029704 10/26/06	3307978 10/9/07	J. C. Penney Corporation, Inc.
FINDMORE	U.S. Federal	77925900 2/2/10	3895342 12/21/10	J. C. Penney Corporation, Inc.
FLIPPED TV 	U.S. Federal	77245633 8/2/07	3417474 4/29/08	J. C. Penney Corporation, Inc.
FLIPPED TV  FLIPPED TV	U.S. Federal	77243427 7/31/07	3417456 4/29/08	J. C. Penney Corporation, Inc.
FREE & EASY RETURNS 	U.S. Federal	77349093 12/11/07	3491842 8/26/08	J. C. Penney Corporation, Inc.
JCP	U.S. Federal	77436915 4/1/08	3505202 9/23/08	J. C. Penney Corporation, Inc.

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>	<b>Owner Name</b>
JCPENNEY WINNING TOGETHER 	U.S. Federal	78708815 9/8/05	3225936 4/3/07	J. C. Penney Corporation, Inc.
JOY OF GIVING	U.S. Federal	77847707 10/13/09	3795765 6/1/10	J. C. Penney Corporation, Inc.
KNOW BEFORE YOU GO 	U.S. Federal	77349240 12/11/07	3471788 7/22/08	J. C. Penney Corporation, Inc.
NEW LOOK. NEW DAY. WHO KNEW.	U.S. Federal	77942685 2/23/10	3895410 12/21/10	J. C. Penney Corporation, Inc.
PRESENT COMPANY	U.S. Federal	85733284 9/19/12		J. C. Penney Corporation, Inc.
PRESENT COMPANY	U.S. Federal	76660276 5/19/06	3226539 4/10/07	J. C. Penney Corporation, Inc.
SHIP TO STORE 	U.S. Federal	77349118 12/11/07	3471787 7/22/08	J. C. Penney Corporation, Inc.
SHOP WITH OPTIONS 	U.S. Federal	77349060 12/11/07	3471782 7/22/08	J. C. Penney Corporation, Inc.
THE SQUARE	U.S. Federal	85601451 4/18/12		J. C. Penney Corporation, Inc.
THE STREET	U.S. Federal	85601477 4/18/12		J. C. Penney Corporation, Inc.
Design Only 	U.S. Federal	85869910 3/7/13		J. C. Penney Purchasing Corporation
ESTATE BY MONET	U.S. Federal	78632035 5/18/05	3211900 2/20/07	J. C. Penney Purchasing Corporation
JCP	U.S. Federal	85706773		J. C. Penney Purchasing

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005037 FRAME: 0534**

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
		8/17/12		Corporation
JCP EVERYDAY	U.S. Federal	85771696 11/5/12		J. C. Penney Purchasing Corporation
M 	U.S. Federal	77894678 12/16/09	4013113 8/16/11	J. C. Penney Purchasing Corporation
MONET	U.S. Federal	73300467 3/9/81	1209655 9/21/82	J. C. Penney Purchasing Corporation
THE FOUNDRY 	U.S. Federal	85173481 11/10/10		J. C. Penney Purchasing Corporation
THE FOUNDRY	U.S. Federal	85173366 11/10/10		J. C. Penney Purchasing Corporation
THE FOUNDRY SUPPLY CO.	U.S. Federal	85171412 11/8/10		J. C. Penney Purchasing Corporation
THE FOUNDRY SUPPLY CO. 	U.S. Federal	85171702 11/8/10		J. C. Penney Purchasing Corporation
HAZ TUYA LA MAGIA	U.S. Federal	76324379 10/12/01	2637268 10/15/02	J. C. Penney Purchasing Corporation
JC PENNEY	U.S. Federal	72383100 2/8/71	0949595 1/2/73	J. C. Penney Purchasing Corporation
MONET	U.S. Federal	72109807 12/7/60	0719979 8/15/61	J. C. Penney Purchasing Corporation
STAFFORD	U.S. Federal	73631706 21-Nov-1986	1502274 30-Aug-1988	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
BIG MAC	U.S. Federal	73277504 11-Sep-1980	1210578 28-Sep-1982	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
I SAID YES	U.S. Federal	85105315 11-Aug-2010	4053862 08-Nov-2011	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
I SAID YES!	U.S. Federal	85105452 11-Aug-2010	4053863 08-Nov-2011	J.C. Penney Purchasing Corporation, as successor to J. C.

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005037 FRAME: 0535**

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
				Penney Private Brands, Inc.
UPROAR	U.S. Federal	77963573 19-Mar-2010	4003383 26-Jul-2011	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ONE KISS	U.S. Federal	77916638 21-Jan-2010	3986591 28-Jun-2011	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ARTICLE 365	U.S. Federal	77904203 04-Jan-2010	3901866 04-Jan-2011	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ARTICLE 365	U.S. Federal	77904216 04-Jan-2010	3901867 04-Jan-2011	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SHE SAID	U.S. Federal	77622498 26-Nov-2008	3854400 28-Sep-2010	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
TOWNCRAFT	U.S. Federal	72210343 21-Jan-1965	0797853 19-Oct-1965	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
AMBRIELLE	U.S. Federal	77311027 23-Oct-2007	3426724 13-May-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SLEEK ONE	U.S. Federal	77293947 02-Oct-2007	3522102 21-Oct-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
A SENSUAL INDULGENCE FOR EVERY BODY	U.S. Federal	77293977 02-Oct-2007	3426681 13-May-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
DECREE	U.S. Federal	77294001 02-Oct-2007	3499959 09-Sep-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
A II Z	U.S. Federal	77219207	3477724	J.C. Penney Purchasing

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005037 FRAME: 0536**

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
		29-Jun-2007	29-Jul-2008	Corporation, as successor to J. C. Penney Private Brands, Inc.
COOKS JCP HOME	U.S. Federal	77188078 23-May-2007	3463639 08-Jul-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STUDIO JCP HOME	U.S. Federal	77188098 23-May-2007	3517367 14-Oct-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STUDIO	U.S. Federal	77153785 11-Apr-2007	3868960 02-Nov-2010	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
OPTIMUM BODY	U.S. Federal	77141009 27-Mar-2007	3419476 29-Apr-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
CHLOE ALEXANDER	U.S. Federal	77116822 27-Feb-2007	3386120 19-Feb-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
DIAMONART	U.S. Federal	77032232 30-Oct-2006	3330291 06-Nov-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SIMPLY COZY	U.S. Federal	77024585 19-Oct-2006	3502199 16-Sep-2008	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STUDIO BY JCPENNEY HOME COLLECTION	U.S. Federal	78909790 16-Jun-2006	3255709 26-Jun-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
EAST5TH	U.S. Federal	78872228 28-Apr-2006	3332532 06-Nov-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SMOOTH REVOLUTION	U.S. Federal	78830142 06-Mar-2006	3309547 09-Oct-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005037 FRAME: 0537**



Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
				Inc.
FLIRTITUDE	U.S. Federal	78830179 06-Mar-2006	3353951 11-Dec-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
AMBRIELLE ESSENTIALS	U.S. Federal	78830194 06-Mar-2006	3280911 14-Aug-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
AMBRIELLE MYSTIQUE	U.S. Federal	78830284 06-Mar-2006	3280912 14-Aug-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
A.N.A A NEW APPROACH	U.S. Federal	78736896 20-Oct-2005	3204677 30-Jan-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
AMBRIELLE	U.S. Federal	78737281 20-Oct-2005	3280794 14-Aug-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
A NEW APPROACH	U.S. Federal	78718423 22-Sep-2005	3248534 29-May-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
A NEW APPROACH	U.S. Federal	78718434 22-Sep-2005	3190205 26-Dec-2006	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
A.N.A.	U.S. Federal	78688663 09-Aug-2005	3188227 19-Dec-2006	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
TWISTED BOOT	U.S. Federal	78653854 20-Jun-2005	3166681 31-Oct-2006	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ZONZ	U.S. Federal	76547614 26-Sep-2003	N/A	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
MAGIC PRINT	U.S. Federal	76280470 05-Jul-2001	2644342 29-Oct-2002	J.C. Penney Purchasing Corporation, as

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**TRADEMARK**  
**REEL: 005037 FRAME: 0538**

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
				successor to J. C. Penney Private Brands, Inc.
PROTOCOL	U.S. Federal	74212407 15-Oct-1991	1703294 28-Jul-1992	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STAFFORD	U.S. Federal	73701325 16-Dec-1987	1510969 01-Nov-1988	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ST. JOHN'S BAY	U.S. Federal	73636097 18-Dec-1986	1455438 01-Sep-1987	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
THE JCPENNEY TOWEL	U.S. Federal	73600741 27-May-1986	1421983 23-Dec-1986	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
TOWNCRAFT	U.S. Federal	73573635 16-Dec-1985	1404163 05-Aug-1986	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
BIG MAC	U.S. Federal	72448221 09-Feb-1973	0977365 22-Jan-1974	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STUDIO BY JCPENNEY HOME COLLECTION	U.S. Federal	77154086 11-Apr-2007	3351801 11-Dec-2007	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
QUICK-DRI	U.S. Federal	76520153 23-May-2003	2915349 28-Dec-2004	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STJOHN'SBAY	U.S. Federal	73706932 22-Jan-1988	1503930 13-Sep-1988	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
CITY STREETS	U.S. Federal	73462812 27-Jan-1984	1319486 12-Feb-1985	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.

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**TRADEMARK**  
**REEL: 005037 FRAME: 0539**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>	<b>Owner Name</b>
OKIE-DOKIE	U.S. Federal	73541031 03-Jun-1985	1402245 22-Jul-1986	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
TOWNCRAFT	U.S. Federal	71247084 07-Apr-1927	0231906 30-Aug-1927	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
LIZ BAKER	U.S. Federal	74035481 02-Mar-1990	1794025 21-Sep-1993	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
THE ORIGINAL ARIZONA JEAN COMPANY	U.S. Federal	73826188 18-Sep-1989	1636195 26-Feb-1991	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
MOSS CREEK TRADERS	U.S. Federal	73404549 02-Dec-1982	1272850 03-Apr-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
STAFFORD	U.S. Federal	73344864 08-Jan-1982	1275257 24-Apr-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ADONNA	U.S. Federal	71321549 27-Nov-1931	0292573 15-Mar-1932	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
THE ORIGINAL ARIZONA JEAN COMPANY	U.S. Federal	74681437 30-May-1995	1978252 04-Jun-1996	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
PRO-TEC-SUN	U.S. Federal	77861171 30-Oct-2009	3998879 19-Jul-2011	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
THE ORIGINAL ARIZONA JEAN COMPANY	U.S. Federal	74288799 25-Jun-1992	1755461 02-Mar-1993	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
LISETTE	U.S. Federal	75323165 11-Jul-1997	2197706 20-Oct-1998	J.C. Penney Purchasing Corporation, as successor to J. C.

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**TRADEMARK**  
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Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
				Penney Private Brands, Inc.
BRIGHT FUTURE	U.S. Federal	75320236 07-Jul-1997	2195308 13-Oct-1998	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SO SOFT BY 9-2-5	U.S. Federal	74083989 30-Jul-1990	1653741 13-Aug-1991	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
WORTHINGTON	U.S. Federal	73646168 24-Feb-1987	1486179 26-Apr-1988	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
UNDERScore	U.S. Federal	73632087 24-Nov-1986	1449840 28-Jul-1987	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ALICIA	U.S. Federal	73412712 07-Feb-1983	1273663 10-Apr-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
HUNT CLUB	U.S. Federal	73331560 07-Oct-1981	1221838 28-Dec-1982	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SUITED SEPARATES	U.S. Federal	73290901 23-Dec-1980	1208556 14-Sep-1982	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
DIVIDEND DOZEN	U.S. Federal	73245788 11-Jan-1980	1174285 20-Oct-1981	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
SUBTLE SHAPER	U.S. Federal	72393200 26-May-1971	0956534 03-Apr-1973	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
BIG MAC	U.S. Federal	71167191 21-Jul-1922	0164833 27-Feb-1923	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
OKIE-DOKIE	U.S. Federal	75327048	2195381	J.C. Penney Purchasing

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**TRADEMARK**  
**REEL: 005037 FRAME: 0541**

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner Name
		18-Jul-1997	13-Oct-1998	Corporation, as successor to J. C. Penney Private Brands, Inc.
PAR-FOUR	U.S. Federal	73409187 13-Jan-1983	1270847 20-Mar-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
ST JOHN'S BAY	U.S. Federal	73404842 06-Dec-1982	1282573 19-Jun-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
LIZ BAKER	U.S. Federal	73411929 02-Feb-1983	1276301 01-May-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
GREAT CONNECTIONS	U.S. Federal	73449355 24-Oct-1983	1298926 02-Oct-1984	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
BIG MAC	U.S. Federal	72243012 08-Apr-1966	0824962 28-Feb-1967	J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc.
AZ	U.S. State		44119 4/30/00	J. C. Penney Company, Inc.
LITTLE ARIZONA	U.S. State		44122 4/30/00	J. C. Penney Company, Inc.
THE ORIGINAL ARIZONA JEAN CO.	U.S. State		44121 4/30/00	J. C. Penney Company, Inc.
ZONZ	U.S. State		44120 4/30/00	J. C. Penney Company, Inc.
A.N.A. A NEW APPROACH	U.S. State		68607 4/26/06	J. C. Penney Company, Inc.
A.N.A. APPROACH	U.S. State		68608 4/26/06	J. C. Penney Company, Inc.

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**TRADEMARK**

**RECORDED: 05/30/2013**

**REEL: 005037 FRAME: 0542**