

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465373

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-----------------------|
| J. C. Penney Purchasing Corporation | | 03/12/2018 | Corporation: NEW YORK |
| J. C. Penney Corporation, Inc. | | 03/12/2018 | Corporation: DELAWARE |
| J. C. Penney Company, Inc. | | 03/12/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wilmington Trust, National Association, as Collateral Agent |
| Street Address: | 50 South Sixth Street, Suite 1290 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 87

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 5224405 | BOUTIQUE+ |
| Registration Number: | 5201493 | PENNEY LANE |
| Registration Number: | 5013919 | BELLE + SKY |
| Registration Number: | 5013920 | BELLE SKY |
| Registration Number: | 4833716 | STYLUS |
| Registration Number: | 4832934 | SLEEP CHIC |
| Registration Number: | 4807704 | JCPENNEY HOME |
| Registration Number: | 4804215 | TOTAL GIRL |
| Registration Number: | 4803616 | JCPENNEY HOME EST. 1902 |
| Registration Number: | 4803586 | XERSION |
| Registration Number: | 4803584 | H HOME EXPRESSIONS |
| Registration Number: | 4803581 | HOME EXPRESSIONS |
| Registration Number: | 4803576 | MIXIT |
| Registration Number: | 4803543 | THE ORIGINAL ARIZONA JEAN CO. |
| Registration Number: | 3895342 | FINDMORE |
| Registration Number: | 3505202 | JCP |
| Registration Number: | 4013113 | M |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 1209655 | MONET |
| Registration Number: | 4158540 | THE FOUNDRY BIG & TALL SUPPLY CO. |
| Registration Number: | 4158539 | THE FOUNDRY BIG & TALL SUPPLY CO. |
| Registration Number: | 4950072 | JCPENNEY |
| Registration Number: | 4950068 | JCPENNEY |
| Registration Number: | 0719979 | MONET |
| Registration Number: | 1502274 | STAFFORD |
| Registration Number: | 4053862 | I SAID YES |
| Registration Number: | 4053863 | I SAID YES! |
| Registration Number: | 4003383 | UPROAR |
| Registration Number: | 0797853 | TOWNCRAFT |
| Registration Number: | 4845282 | AMBRIELLE |
| Registration Number: | 4808596 | FLIRTITUDE |
| Registration Number: | 4845279 | A.N.A A NEW APPROACH |
| Registration Number: | 1510969 | STAFFORD |
| Registration Number: | 1455438 | ST. JOHN'S BAY |
| Registration Number: | 1503930 | STJOHN'SBAY |
| Registration Number: | 1319486 | CITY STREETS |
| Registration Number: | 0231906 | TOWNCRAFT |
| Registration Number: | 1978252 | THE ORIGINAL ARIZONA JEAN COMPANY |
| Registration Number: | 2197706 | LISETTE |
| Registration Number: | 2195308 | BRIGHT FUTURE |
| Registration Number: | 1486179 | WORTHINGTON |
| Registration Number: | 1449840 | UNDERSCORE |
| Registration Number: | 2195381 | OKIE-DOKIE |
| Registration Number: | 0824962 | BIG MAC |
| Registration Number: | 3999161 | LIZ CLAIBORNE NEW YORK |
| Registration Number: | 1480350 | CLAIBORNE |
| Registration Number: | 1554507 | CLAIBORNE |
| Registration Number: | 1653728 | CLAIBORNE |
| Registration Number: | 1611814 | |
| Registration Number: | 2191453 | CLAIBORNE SPORT |
| Serial Number: | 87519818 | CONCEPTS BY CLAIBORNE |
| Registration Number: | 1450271 | |
| Registration Number: | 2128086 | ELISABETH |
| Registration Number: | 1422446 | LIZ CLAIBORNE |
| Registration Number: | 1167434 | LIZ CLAIBORNE |
| Registration Number: | 2202253 | LIZ CLAIBORNE |

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 1529086 | LIZ CLAIBORNE |
| Registration Number: | 2131395 | LIZ CLAIBORNE |
| Registration Number: | 1442825 | LIZ CLAIBORNE |
| Registration Number: | 5395423 | LIZSPORT |
| Registration Number: | 2132747 | LIZGOLF |
| Registration Number: | 5395422 | LIZWEAR |
| Registration Number: | 1507695 | |
| Serial Number: | 87530513 | LIZ & CO. BY LIZ CLAIBORNE |
| Serial Number: | 87530498 | LIZ & CO. |
| Serial Number: | 87782447 | TOTAL GIRL |
| Serial Number: | 87782389 | PS PERSONAL STYLE |
| Serial Number: | 87782304 | LIZZIE BY LIZ CLAIBORNE |
| Serial Number: | 87782200 | STYLE AND VALUE FOR ALL |
| Serial Number: | 87776498 | LIZZIE BY LIZ CLAIBORNE |
| Serial Number: | 87770713 | PEYTON & PARKER |
| Serial Number: | 87702796 | JAMES & CO. |
| Serial Number: | 87519900 | ARIZONA JEAN CO. |
| Registration Number: | 5323049 | |
| Registration Number: | 5291143 | JCPENNEY HOME SERVICES |
| Registration Number: | 5291144 | JCPENNEY HOME SERVICES |
| Serial Number: | 87639553 | ST. JOHN'S BAY |
| Registration Number: | 4063464 | LIZ CLAIBORNE |
| Registration Number: | 4080583 | LC |
| Registration Number: | 4080582 | |
| Registration Number: | 4080581 | |
| Registration Number: | 4037300 | DISCOVER THE REAL SECRET |
| Registration Number: | 4913488 | JCP |
| Registration Number: | 4990473 | GET YOUR PENNEY'S WORTH |
| Serial Number: | 87346799 | PRICED TO BUY. GUARANTEED TO LOVE. |
| Registration Number: | 1298926 | GREAT CONNECTIONS |
| Registration Number: | 1404163 | TOWNCRAFT |
| Registration Number: | 1421983 | THE JCPENNEY TOWEL |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/13/2018

Total Attachments: 18

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. J. C. Penney Purchasing Corporation
- 2. J. C. Penney Corporation, Inc.
- 3. J. C. Penney Company, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. NY; 2. DE; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 12, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association, as Collateral Agent

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

89

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

March 12, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 12, 2018 (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 Wilmington Trust, National Association, as collateral agent for the Junior Lien 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 March 12, 2018 (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. To secure the Junior Priority Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Junior Lien 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 Junior Lien 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 Junior Priority Secured Obligations (other than unasserted indemnification, tax gross-up, expense reimbursement or yield protection obligations) and the cancellation or termination of the commitments under any Future Junior Priority Agreement, 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, (x) with respect to Trademark Collateral constituting ABL Priority Collateral, are subject to the limitations and provisions of the ABL Intercreditor Agreement, and (y) are subject to the limitations and provisions of the First/Second Priority Intercreditor Agreement and the Second Priority Pari Passu Intercreditor Agreement. In the event of any inconsistency between the terms or conditions of this Agreement (other than Section 2 and the definitions for the capitalized terms used therein) and the terms and conditions of the ABL Intercreditor Agreement, the First/Second Priority Intercreditor Agreement or the Second Priority Pari Passu Intercreditor Agreement, the terms and conditions of ABL Intercreditor Agreement, the First/Second Priority Intercreditor Agreement or the Second Priority Pari Passu Intercreditor Agreement, as applicable, shall control. In the event of any inconsistency between the terms or conditions of the ABL Intercreditor Agreement, the First/Second Priority Intercreditor Agreement or the Second Priority Pari Passu Intercreditor Agreement as such terms and conditions apply to any interpretation of this Agreement, (a) the terms of the ABL Intercreditor Agreement shall control over the First/Second Priority Intercreditor Agreement and the Second Priority Pari Passu Intercreditor Agreement and (b) the terms of the First/Second Priority Intercreditor Agreement shall control over the Second Priority Pari Passu Intercreditor Agreement.

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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 8. Concerning the Collateral Agent

Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent pursuant to the Second Priority Pari Passu Intercreditor Agreement, and shall be entitled to all of the rights, privileges and immunities provided to the Collateral Agent thereunder in acting as Collateral Agent pursuant hereto.

[Remainder of page intentionally left blank]

J. C. FENNEY PURCHASING
CORPORATION

By: *Gary Piper*
Name: Gary Piper
Title: Vice President, Treasurer

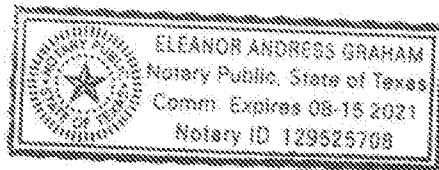
STATE OF *TEXAS*)

) ss.
COUNTY OF *Collin*)

On this 12th day of March, 2018 before me personally appeared Gary Piper, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J. C. Fenney Purchasing Corporation, 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.

Eleanor Address Graham

Notary Public



[Trademark Security Agreement]

TRADEMARK
REEL: 006290 FRAME: 0649

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: Trent Kruse
Name: Trent Kruse
Title: Vice President, Treasury and
Investor Relations

STATE OF Texas)

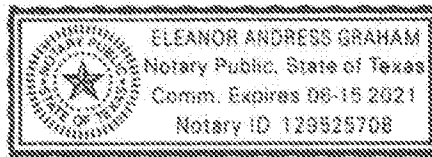
) ss.

COUNTY OF Collin)

On this 12th day of March, 2018 before me personally appeared Trent Kruse, 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.

Eleanor Address Graham

Notary Public



[Trademark Security Agreement]

J. C. PENNEY COMPANY, INC.

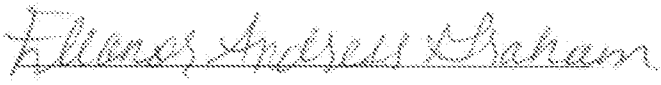
By: 
Name: Jeffrey Davis
Title: Executive Vice President and Chief
Financial Officer

STATE OF Texas)

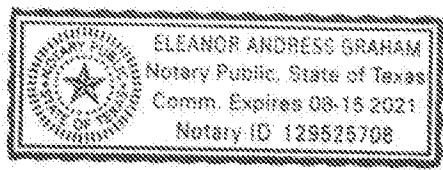
) ss.

COUNTY OF Collin)

On this 12th day of March, 2018 before me personally appeared Jeffrey Davis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J. C. Penney Company, 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.



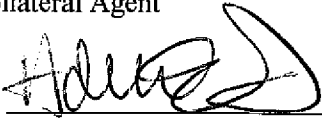
Notary Public



[Trademark Security Agreement]


Accepted and Agreed:

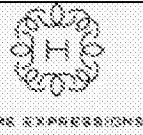


WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Hallie E. Field
Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
|--|---------------------|---|---|---|
| BOUTIQUE+ | U.S. Federal | 87001334 4/14/16 | 5224405 6/13/17 | J. C. Penney Purchasing Corporation |
| PENNEY LANE | U.S. Federal | 87001291 4/14/16 | 5201493 5/9/17 | J. C. Penney Corporation, Inc. |
| BELLE + SKY | U.S. Federal | 86606302 4/22/15 | 5013919 8/2/16 | J. C. Penney Purchasing Corporation |
| BELLE + SKY | U.S. Federal | 86606602 4/22/15 | 5013920 8/2/16 | J. C. Penney Purchasing Corporation |
| STYLUS | U.S. Federal | 86510380 1/21/15 | 4833716 10/13/16 | J. C. Penney Purchasing Corporation |
| SLEEP CHIC | U.S. Federal | 86315616 6/20/14 | 4832934 10/13/16 | J. C. Penney Purchasing Corporation |
| JCPENNEY HOME | U.S. Federal | 86511366 1/22/15 | 4807704 9/8/15 | J. C. Penney Purchasing Corporation |
| TOTAL GIRL | U.S. Federal | 86575793 3/25/15 | 4804215 9/1/15 | J. C. Penney Purchasing Corporation |
| JCPENNEY HOME EST. 1902  | U.S. Federal | 86511393 1/22/15 | 4803616 6/16/15 | J. C. Penney Purchasing Corporation |
| XERSION | U.S. Federal | 86510885 1/22/15 | 4803586 9/1/15 | J. C. Penney Purchasing Corporation |
| H HOME EXPRESSIONS | U.S. Federal | 86510856 1/22/15 | 4803584 9/1/15 | J. C. Penney Purchasing Corporation |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
|---|--------------|-------------------------------------|---------------------------------------|---|
|  | | | | |
| HOME EXPRESSIONS | U.S. Federal | 86510824 1/22/15 | 4803581 9/1/15 | J. C. Penney Purchasing Corporation |
| MIXIT | U.S. Federal | 86510777 1/22/15 | 4803576 9/1/15 | J. C. Penney Purchasing Corporation |
| THE ORIGINAL ARIZONA JEAN CO.  | U.S. Federal | 86510399 1/21/15 | 4803543 9/15/15 | J. C. Penney Purchasing Corporation |
| FINDMORE | U.S. Federal | 77925900 2/2/10 | 3895342 12/21/10 | J. C. Penney Corporation, Inc. |
| JCP | U.S. Federal | 86714515 4/1/08 | 3505202 9/23/08 (Cancelled) | J. C. Penney Corporation, Inc. |
| 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 BIG & TALL SUPPLY CO.  | U.S. Federal | 85171312 11/10/10 | 4158540 6/12/12 | J. C. Penney Corporation, Inc. |
| THE FOUNDRY BIG & TALL SUPPLY CO. | U.S. Federal | 85171274 11/8/10 | 4158539 6/12/12 | J. C. Penney Corporation, Inc. |
| JC PENNEY | U.S. Federal | 86714672 | 4950072 | J. C. Penney |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
|-------------|--------------|-------------------------------------|---------------------------------------|---|
| JCPenney | | 8/4/15 | 5/3/16 | Corporation, Inc. |
| JC PENNEY | U.S. Federal | 86714595 08/04/2015 | 4950068 05/03/2016 | J. C. Penney Corporation, Inc. |
| 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. |
| 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. Penney Private Brands, Inc. |
| UPROAR | U.S. Federal | 77963573 19-Mar-2010 | 4003383 26-Jul-2011 (Cancelled) | 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. |


| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
|----------------------|--------------|-------------------------------------|---------------------------------------|---|
| AMBRIELLE | U.S. Federal | 86575893 23-Oct-2007 | 4845282 13-May-2008 | J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc. |
| FLIRTITUDE | U.S. Federal | 86575821 06-Mar-2006 | 4808596 11-Dec-2007 | J.C. Penney Purchasing Corporation, as successor to J. C. Penney Private Brands, Inc. |
| A.N.A A NEW APPROACH | U.S. Federal | 86575868 20-Oct-2005 | 4845279 30-Jan-2007 | 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. |
| 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, |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
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| | | | | 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. |
| 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. |
| THE ORIGINAL ARIZONA JEAN COMPANY | U.S. Federal | 74681437 30-May-1995 | 1978252 04-Jun-1996 (Cancelled) | 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. 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. |
| WORTHINGTON | U.S. Federal | 73646168 24-Feb-1987 | 1486179 26-Apr-1988 | J.C. Penney Purchasing Corporation, as successor to J. C. Penney Pri- |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
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| | | | | vate 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. |
| OKIE-DOKIE | U.S. Federal | 75327048 18-Jul-1997 | 2195381 13-Oct-1998 | 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. |
| LIZ CLAIBORNE NEW YORK | United States | 77981858 8/19/2008 | 3999161 7/19/2011 | J. C. Penney Purchasing Corporation |
| CLAIBORNE | United States | 73600946 5/27/1986 | 1480350 3/15/1988 | J. C. Penney Purchasing Corporation |
| CLAIBORNE | United States | 73771324 12/23/1988 | 1554507 9/5/1989 | J. C. Penney Purchasing Corporation |
| CLAIBORNE | United States | 74062991 5/29/1990 | 1653728 8/13/1991 | J. C. Penney Purchasing Corporation |
| CLAIBORNE Bottle Design | United States | 73837071 11/1/1989 | 1611814 9/4/1990 | J. C. Penney Purchasing Corporation |
| CLAIBORNE SPORT | United States | 75234374 1/31/1997 | 2191453 9/22/1998 | J. C. Penney Purchasing Corporation |
| CONCEPTS BY CLAIBORNE | United States | 87519818 | | J. C. Penney |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
|--|---------------|-------------------------------------|---------------------------------------|-------------------------------------|
| | | 7/7/2017 (Pending ITU) | | Purchasing Corporation |
| Cosmetic Triangle Logo (Red, B | United States | 73607982 7/7/1986 | 1450271 8/4/1987 | J. C. Penney Purchasing Corporation |
| ELISABETH | United States | 75035736 12/22/1995 | 2128086 1/13/1998 | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 73574821 12/23/1985 | 1422446 12/30/1986 | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 73241762 12/6/1979 | 1167434 9/1/1981 | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 75298341 5/27/1997 | 2202253 11/3/1998 | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 73741678 7/22/1988 | 1529086 3/7/1989 | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 75975430 11/15/1993 | 2131395 1/20/1998 | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 73588531 3/17/1986 | 1442825 6/16/1987 | J. C. Penney Purchasing Corporation |
| LIZSPORT | United States | 87520036 7/7/2017 | 5395423 02/06/18 | J. C. Penney Purchasing Corporation |
| LIZGOLF | United States | 75256491 3/13/1997 | 2132747 1/27/1998 | J. C. Penney Purchasing Corporation |
| LIZWEAR | United States | 87520022 07/07/2017 | 5395422 2/6/2018 | J. C. Penney Purchasing Corporation |
| Triangular Bottle Design | United States | 73707097 1/22/1988 | 1507695 10/11/1988 | J. C. Penney Purchasing Corporation |
| ESTATE BY MONET | Puerto Rico | 67135 6/20/2005 | 67135 12/10/2007 | J. C. Penney Purchasing Corporation |
| M Monogram and MONET SINCE 1929 Design | Puerto Rico | Awaiting App. No. 1/13/2011 | | J. C. Penney Purchasing |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
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| | | | | Corporation |
| MONET | United States | 73300467 3/9/1981 | 1209655 9/21/1982 | J. C. Penney Purchasing Corporation |
| MONET | United States | 72109807 12/7/1960 | 719979 8/15/1961 | J. C. Penney Purchasing Corporation |
| LIZ & CO. BY LIZ CLAIBORNE | United States | 87530513 07/17/17 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| LIZ & CO. | United States | 87530498 07/17/17 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| TOTAL GIRL | United States | 87782447 02/02/2018 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| PS PERSONAL STYLE | United States | 87782389 02/02/2018 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| LIZZIE BY LIZ CLAIBORNE | United States | 87782304 02/02/2018 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| STYLE AND VALUE FOR ALL | United States | 87782200 02/02/2018 (Pending ITU) | | J. C. Penney Corporation, Inc. |
| LIZZIE BY LIZ CLAIBORNE | United States | 87776498 01/30/2018 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| PEYTON & PARKER | United States | 87770713 01/30/2018 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| JAMES & CO. | United States | 87702796 11/30/2017 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| ARIZONA JEAN CO. | United States | 87519900 07/07/2017 (Pending ITU) | | J. C. Penney Purchasing Corporation |
| Design | United States | 87390197 03/29/2017 | 5323049 10/31/2017 | J. C. Penney Corporation, Inc. |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
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| Design | United States | 87390717 03/29/17 | 5291143 09/19/17 | J. C. Penney Corporation, Inc. |
| Design | United States | 87390786 03/29/17 | 5291144 09/19/17 | J. C. Penney Corporation, Inc. |
| ST. JOHN'S BAY | United States | 87639553 10/10/2017 | | J. C. Penney Purchasing Corporation |
| LIZ CLAIBORNE | United States | 85341825 06/09/2011 | 4063464 11/29/2011 | J. C. Penney Purchasing Corporation |
| LC | United States | 77910237 01/12/2010 | 4080583 01/03/2012 | J. C. Penney Purchasing Corporation |
| | United States | 77910210 01/12/2010 | 4080582 01/03/2012 | J. C. Penney Purchasing Corporation |
| | United States | 77910193 01/12/2010 | 4080581 01/03/2012 | J. C. Penney Purchasing Corporation |
| DISCOVER THE REAL SECRET | United States | 85104972 08/11/2010 | 4037300 10/11/2011 | J. C. Penney Corporation, Inc. |
| JCP | United States | 86714515 08/04/2015 | 4913488 03/08/2016 | J. C. Penney Corporation, Inc. |
| GET YOUR PENNEY'S WORTH | United States | 86804119 10/29/2015 | 4990473 06/28/2016 | J. C. Penney Corporation, |

| Trademark | Jurisdiction | Application No. Application Date | Registration No. Registration Date | Owner Name |
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| | | | | Inc. |
| PRICED TO BUY. GUARANTEED TO LOVE. | United States | 87346799 02/23/2017 (Pending ITU) | | J. C. Penney Corporation, Inc. |
| GREAT CONNECTIONS | United States | 73449355 10/24/1983 | 1298926 10/02/1984 | J. C. Penney Purchasing Corporation |
| TOWNCRAFT | United States | 73573635 12/16/1985 | 1404163 08/05/1986 | J. C. Penney Purchasing Corporation |
| THE JCPENNEY TOWEL | United States | 73600741 05/27/1986 | 1421983 12/23/1986 | J. C. Penney Purchasing Corporation |