

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J.C. Penney Purchasing Corporation		12/07/2020	Corporation: NEW YORK
J.C. Penney Corporation, Inc.		12/07/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Penney IP LLC
<b>Street Address:</b>	6501 Legacy Drive
<b>City:</b>	Plano
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75024
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
<b>Registration Number:</b>	5555815	DECREE
<b>Serial Number:</b>	88812902	OUTDOOR OASIS
<b>Serial Number:</b>	88809256	DIAMONART
<b>Serial Number:</b>	88777190	WORTHINGTON
<b>Serial Number:</b>	88770540	STAFFORD SUPER SUIT
<b>Serial Number:</b>	88685283	A.N.A A NEW APPROACH
<b>Serial Number:</b>	88684810	A.N.A A NEW APPROACH
<b>Serial Number:</b>	88665623	BIJOUX BAR
<b>Serial Number:</b>	88663590	NORTH POLE TRADING CO.
<b>Serial Number:</b>	88632168	A.N.A A NEW APPROACH
<b>Serial Number:</b>	88620984	MIXIT
<b>Serial Number:</b>	88499514	COOKS JCPENNEY HOME
<b>Serial Number:</b>	88483985	FLIRTITUDE
<b>Serial Number:</b>	88483890	OKIE DOKIE
<b>Serial Number:</b>	88465972	EAST5TH
<b>Serial Number:</b>	88457046	SHEER CARESS
<b>Serial Number:</b>	88456679	CHRISTIE & JILL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88452272	FOREVER INSPIRED
Serial Number:	88437766	ADONNA
Serial Number:	87519900	ARIZONA JEAN CO.
Serial Number:	87980150	ARTESIA
Serial Number:	87979601	PEYTON & PARKER
Serial Number:	87979568	PEYTON & PARKER
Serial Number:	87870869	THE WINDOW AUTHORITY
Serial Number:	87826163	EAST 5TH
Serial Number:	87826117	CITY STREETS
Serial Number:	87826064	J. FERRAR
Serial Number:	87825893	BOLD ELEMENTS
Serial Number:	87825789	PROTOCOL
Serial Number:	87782389	PS PERSONAL STYLE
Serial Number:	87782200	STYLE AND VALUE FOR ALL
Serial Number:	87639553	ST. JOHN'S BAY
Serial Number:	87520036	LIZSPORT
Serial Number:	87520022	LIZWEAR
Serial Number:	87390786	JCPENNEY HOME SERVICES
Serial Number:	87390717	JCPENNEY HOME SERVICES
Serial Number:	87390197	
Serial Number:	87001334	BOUTIQUE+
Serial Number:	87001291	PENNEY LANE
Serial Number:	86804119	GET YOUR PENNEY'S WORTH
Serial Number:	86714672	JCPENNEY
Serial Number:	86714595	JCPENNEY
Serial Number:	86714515	JCP
Serial Number:	86653425	MODERN BRIDE
Serial Number:	86606602	BELLE SKY
Serial Number:	86606302	BELLE + SKY
Serial Number:	86575893	AMBRIELLE
Serial Number:	86575868	A.N.A A NEW APPROACH
Serial Number:	86575821	FLIRTITUDE
Serial Number:	86575793	TOTAL GIRL
Serial Number:	86511393	JCPENNEY HOME EST. 1902
Serial Number:	86511366	JCPENNEY HOME
Serial Number:	86510885	XERSION
Serial Number:	86510856	H HOME EXPRESSIONS
Serial Number:	86510824	HOME EXPRESSIONS

Property Type	Number	Word Mark
Serial Number:	86510777	MIXIT
Serial Number:	86510399	THE ORIGINAL ARIZONA JEAN CO.
Serial Number:	86510380	STYLUS
Serial Number:	86315616	SLEEP CHIC
Serial Number:	85341825	LIZ CLAIBORNE
Serial Number:	85120537	MODERN BRIDE
Serial Number:	85105452	I SAID YES!
Serial Number:	85105315	I SAID YES
Serial Number:	77981858	LIZ CLAIBORNE NEW YORK
Serial Number:	77925900	FINDMORE
Serial Number:	77910237	LC
Serial Number:	77910210	
Serial Number:	77910193	
Serial Number:	77894678	M
Serial Number:	75975430	LIZ CLAIBORNE
Serial Number:	75327048	OKIE-DOKIE
Serial Number:	75323165	LISETTE
Serial Number:	75298341	LIZ CLAIBORNE
Serial Number:	75234374	CLAIBORNE SPORT
Serial Number:	74062991	CLAIBORNE
Serial Number:	73837071	
Serial Number:	73771324	CLAIBORNE
Serial Number:	73706932	STJOHN'SBAY
Serial Number:	73701325	STAFFORD
Serial Number:	73646168	WORTHINGTON
Serial Number:	73636097	ST. JOHN'S BAY
Serial Number:	73632087	UNDERScore
Serial Number:	73631706	STAFFORD
Serial Number:	73607982	
Serial Number:	73600946	CLAIBORNE
Serial Number:	73588531	LIZ CLAIBORNE
Serial Number:	73574821	LIZ CLAIBORNE
Serial Number:	73300467	MONET
Serial Number:	73241762	LIZ CLAIBORNE
Serial Number:	72243012	BIG MAC
Serial Number:	72109807	MONET
Serial Number:	71247084	TOWNCRAFT

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** mpotts@paulweiss.com, cmannino@paulweiss.com,  
mmcguire@paulweiss.com

**Correspondent Name:** MARISSA A. POTTS

**Address Line 1:** PAUL WEISS RIFKIND WHARTON & GARRISON LLP

**Address Line 2:** 1285 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	023095-00001
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<b>NAME OF SUBMITTER:</b>	Marissa Potts
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<b>SIGNATURE:</b>	/Marissa Potts/
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<b>DATE SIGNED:</b>	12/08/2020
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**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 7, 2020, is made by and between J.C. Penney Purchasing Corporation, a New York corporation, and J.C. Penney Corporation, Inc., a Delaware corporation (collectively, the “Assignors”), on the one hand, and Penney IP LLC, a Delaware limited liability company (“Assignee”), on the other hand. All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below) and the rules of construction set forth in Section 10.9 of the Asset Purchase Agreement will be applied wherever appropriate herein.

### WITNESSETH:

WHEREAS, J. C. Penney Company, Inc., a Delaware corporation, the other Seller parties thereto and Copper Retail JV LLC (“Purchaser”) have entered into an Asset Purchase Agreement, dated as of October 28, 2020 (the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, each Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee (as a Designee of Purchaser), and the Assignee desires to purchase, acquire, and accept from the Assignors, all of such Assignor’s right, title, and interest in, to, and under all of the Assignors’ registered and applied for trademarks listed on Schedule 1 hereto, together with all goodwill associated therewith (the “Trademarks”);

WHEREAS, Assignee is a successor to that part of the Assignors’ business to which the Trademarks pertain, and that business is ongoing and existing; and

WHEREAS, this Agreement will be executed in connection with the Closing under the Asset Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Each Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of such Assignor’s right, title, and interest in, to and under the Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignors), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. Each Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 2. Governing Law; Jurisdiction and Exclusive Venue. Sections 10.14(a) and 10.13 of the Asset Purchase Agreement are hereby incorporated herein *mutatis mutandis*.

Section 3. Entire Agreement. Section 10.11 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*. Except with respect to Section 5, in the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control and prevail.

Section 4. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

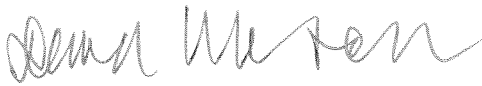
Section 5. Further Assurances. The Assignors further agree to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this agreement. In addition, and without limiting the generality of the foregoing, the Assignors further agree, at the reasonable request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Assignors' Trademarks to the extent feasible with the resources reasonably available to the Assignors.

[Signatures on Next Page]

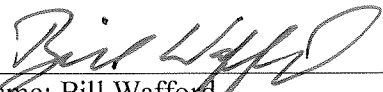
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNORS:

J.C. Penney Purchasing Corporation

By:   
Name: Dawn Wolverton  
Title: Assistant Secretary

J.C. Penney Corporation, Inc.

By:   
Name: Bill Wafford  
Title: Chief Financial Officer

ASSIGNEE:

Penney IP Holdings


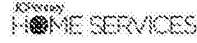


By: Brandy Treadway  
Name: Brandy Treadway  
Title: Secretary

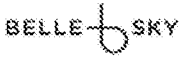





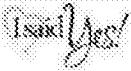



**Schedule 1****Trademarks**



<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
OUTDOOR OASIS	U.S. Federal	88/812902	—	J.C. Penney Purchasing Corporation
DIAMONART	U.S. Federal	88/809256	6108038	J.C. Penney Purchasing Corporation
WORTHINGTON	U.S. Federal	88/777190	6107962	J.C. Penney Purchasing Corporation
STAFFORD SUPER SUIT	U.S. Federal	88/770540	6160203	J.C. Penney Purchasing Corporation
A.N.A A NEW APPROACH	U.S. Federal	88/685283	6033862	J.C. Penney Purchasing Corporation
A.N.A A NEW APPROACH	U.S. Federal	88/684810	6159988	J.C. Penney Purchasing Corporation
BIJOUX BAR	U.S. Federal	88/665623	6033843	J.C. Penney Purchasing Corporation
NORTH POLE TRADING CO.	U.S. Federal	88/663590	6033837	J.C. Penney Purchasing Corporation
A.N.A A NEW APPROACH	U.S. Federal	88/632168	6071172	J.C. Penney Purchasing Corporation
MIXIT	U.S. Federal	88/620984	—	J.C. Penney Purchasing Corporation
COOKS HOME JCPENNEY	U.S. Federal	88/499514	6072929	J.C. Penney Purchasing Corporation
FLIRTITUDE	U.S. Federal	88/483985	5954810	J.C. Penney Purchasing Corporation
OKIE DOKIE	U.S. Federal	88/483890	6110849	J.C. Penney Purchasing Corporation
EAST5TH	U.S. Federal	88/465972	6022322	J.C. Penney Purchasing Corporation


Trademark	Jurisdiction	Application No.	Registration No.	Owner
SHEER CARESS	U.S. Federal	88/457046	6022287	J.C. Penney Purchasing Corporation
CHRISTIE & JILL	U.S. Federal	88/456679	6038683	J.C. Penney Purchasing Corporation
FOREVER INSPIRED	U.S. Federal	88/452272	6049422	J.C. Penney Purchasing Corporation
ADONNA	U.S. Federal	88/437766	5920760	J.C. Penney Purchasing Corporation
ARIZONA JEAN CO.	U.S. Federal	87519900	5542344	J.C. Penney Purchasing Corporation
ARTESIA	U.S. Federal	87/980150	5747396	J.C. Penney Purchasing Corporation
PEYTON & PARKER	U.S. Federal	87/979601	5777311	J.C. Penney Purchasing
PEYTON & PARKER	U.S. Federal	87/979568	5682255	J.C. Penney Purchasing
THE WINDOW AUTHORITY	U.S. Federal	87/870869	5693471	J.C. Penney Corporation, Inc.
EAST 5TH	U.S. Federal	87/826163	5589658	J.C. Penney Purchasing Corporation
CITY STREETS	U.S. Federal	87/826117	5589657	J.C. Penney Purchasing Corporation
DECREE	U.S. Federal	87/82608	5555815	J.C. Penney Purchasing Corporation
J. FERRAR	U.S. Federal	87/826064	5570600	J.C. Penney Purchasing Corporation
BOLD ELEMENTS	U.S. Federal	87/825893	5580589	J.C. Penney Purchasing
PROTOCOL	U.S. Federal	87/825789	5555814	J.C. Penney Purchasing Corporation
PS PERSONAL STYLE	U.S. Federal	87/782389	5645226	J.C. Penney Purchasing Corporation

Trademark	Jurisdiction	Application No.	Registration No.	Owner
STYLE AND VALUE FOR ALL	U.S. Federal	87/782200	5629431	J.C. Penney Corporation, Inc.
ST. JOHN'S BAY	U.S. Federal	87/639553	5664278	J.C. Penney Purchasing Corporation
LIZSPORT	U.S. Federal	87/520036	5395423	J.C. Penney Purchasing Corporation
LIZWEAR	U.S. Federal	87/520022	5395422	J.C. Penney Purchasing Corporation
JC PENNEY HOME SERVICES and Design 	U.S. Federal	87/390786	5291144	J.C. Penney Corporation, Inc.
JCPENNEY HOME SERVICES and Design 	U.S. Federal	87/390717	5291143	J.C. Penney Corporation, Inc.
Penny Design 	U.S. Federal	87/390197	5323049	J.C. Penney Corporation, Inc.
BOUTIQUE+	U.S. Federal	87/001334	5224405	J.C. Penney Purchasing Corporation
PENNEY LANE	U.S. Federal	87/001291	5201493	J.C. Penney Corporation, Inc.
GET YOUR PENNEY'S WORTH	U.S. Federal	86/804119	4990473	J.C. Penney Corporation, Inc.
JCPENNEY (Stylized) 	U.S. Federal	86/714672	4950072	J.C. Penney Corporation, Inc.
JCPENNEY	U.S. Federal	86/714595	4950068	J.C. Penney Corporation, Inc.
JCP	U.S. Federal	86/714515	4913488	J.C. Penney Corporation, Inc.

Trademark	Jurisdiction	Application No.	Registration No.	Owner
MODERN BRIDE	U.S. Federal	86/653425	4874452	J.C. Penney Corporation, Inc.
BELLE + SKY (Stylized) 	U.S. Federal	86/606602	5013920	J.C. Penney Purchasing Corporation
BELLE + SKY	U.S. Federal	86/606302	5013919	J.C. Penney Purchasing Corporation
AMBRIELLE	U.S. Federal	86/575893	4845282	J.C. Penney Purchasing Corporation
A.N.A. A NEW APPROACH	U.S. Federal	86/575868	4845279	J.C. Penney Purchasing Corporation
FLIRTTITUDE	U.S. Federal	86/575821	4808596	J.C. Penney Purchasing Corporation
TOTAL GIRL	U.S. Federal	86/575793	4804215	J.C. Penney Purchasing Corporation
JCPENNEY HOME ES. 1902 and Design 	U.S. Federal	86/511393	4803616	J.C. Penney Purchasing Corporation
JCPENNEY HOME	U.S. Federal	86/511366	4807704	J.C. Penney Purchasing Corporation
XERSION	U.S. Federal	86/510885	4803586	J.C. Penney Purchasing Corporation
H HOME EXPRESSIONS and Design 	U.S. Federal	86/510856	4803584	J.C. Penney Purchasing Corporation
HOME EXPRESSIONS	U.S. Federal	86/510824	4803581	J.C. Penney Purchasing Corporation
MIXIT	U.S. Federal	86/510777	4803576	J.C. Penney Purchasing Corporation

Trademark	Jurisdiction	Application No.	Registration No.	Owner
THE ORIGINAL ARIZONA JEAN CO. and Design 	U.S. Federal	86/510399	4803543	J.C. Penney Purchasing Corporation
STYLUS	U.S. Federal	86/510380	4833716	J.C. Penney Purchasing Corporation
SLEEP CHIC	U.S. Federal	86/315616	4832934	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE	U.S. Federal	85/341825	4063464	J.C. Penney Purchasing Corporation
MODERN BRIDE	U.S. Federal	85/120537	4039611	J.C. Penney Corporation, Inc.
I SAID YES! and Design 	U.S. Federal	85/105452	4053863	J.C. Penney Purchasing Corporation
I SAID YES	U.S. Federal	85/105315	4053862	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE NEW YORK	U.S. Federal	77/981858	3999161	J.C. Penney Purchasing Corporation
FINDMORE	U.S. Federal	77/925900	3895342	J.C. Penney Corporation, Inc.
LC (Stylized) 	U.S. Federal	77/910237	4080583	J.C. Penney Purchasing Corporation
LC (Stylized) 	U.S. Federal	77/910210	4080582	J.C. Penney Purchasing Corporation
LC (Stylized) 	U.S. Federal	77/910193	4080581	J.C. Penney Purchasing Corporation

Trademark	Jurisdiction	Application No.	Registration No.	Owner
M and Design 	U.S. Federal	77/894678	4013113	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE	U.S. Federal	75/975430	2131395	J.C. Penney Purchasing Corporation
OKIE-DOKIE	U.S. Federal	75/327048	2195381	J.C. Penney Purchasing Corporation
LISETTE	U.S. Federal	75/323165	2197706	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE	U.S. Federal	75/298341	2202253	J.C. Penney Purchasing Corporation
CLAIBORNE SPORT	U.S. Federal	75/234374	2191453	J.C. Penney Purchasing Corporation
CLAIBORNE	U.S. Federal	74/062991	1653728	J.C. Penney Purchasing Corporation
Claiborne Bottle Design 	U.S. Federal	73/837071	1611814	J.C. Penney Purchasing Corporation
CLAIBORNE	U.S. Federal	73/771324	1554507	J.C. Penney Purchasing Corporation
ST. JOHN'S BAY	U.S. Federal	73/706932	1503930	J.C. Penney Purchasing Corporation
STAFFORD	U.S. Federal	73/701325	1510969	J.C. Penney Purchasing Corporation
WORTHINGTON	U.S. Federal	73/646168	1486179	J.C. Penney Purchasing Corporation
ST. JOHN'S BAY	U.S. Federal	73/636097	1455438	J.C. Penney Purchasing Corporation
UNDERScore	U.S. Federal	73/632087	1449840	J.C. Penney Purchasing Corporation

Trademark	Jurisdiction	Application No.	Registration No.	Owner
STAFFORD	U.S. Federal	73/631706	1502274	J.C. Penney Purchasing Corporation
Cosmetic Triangle Logo 	U.S. Federal	73/607982	1450271	J.C. Penney Purchasing Corporation
CLAIBORNE	U.S. Federal	73/600946	1480350	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE	U.S. Federal	73/588531	1442825	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE	U.S. Federal	73/574821	1422446	J.C. Penney Purchasing Corporation
MONET	U.S. Federal	73/300467	1209655	J.C. Penney Purchasing Corporation
LIZ CLAIBORNE	U.S. Federal	73/241762	1167434	J.C. Penney Purchasing Corporation
BIG MAC	U.S. Federal	72/243012	0824962	J.C. Penney Purchasing Corporation
MONET	U.S. Federal	72/109807	0719979	J.C. Penney Purchasing Corporation
TOWNCRAFT	U.S. Federal	71/247084	0231906	J.C. Penney Purchasing Corporation