

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penney IP LLC		12/07/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS Americas LLC
Street Address:	3 Second Street
Internal Address:	Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 92

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

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

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 7, 2020 (as it may be amended, restated, amended and 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 GLAS Americas LLC, a limited liability company organized and existing under the laws of the State of New York (“**GLAS**”), 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 that certain Pledge and Security Agreement dated as of December 7, 2020 (as it may be amended, restated, amended and 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**”):

1. all United States trademarks, trade names, trade dress, Internet domain names, service marks, certification marks, logos, and other source identifiers, whether or not registered;
2. all registrations and applications therefor including, without limitation, the registrations and applications listed on Schedule A attached hereto;
3. all extensions or renewals of any of the foregoing;
4. all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;
5. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing;

6. 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

7. all other rights corresponding thereto throughout the world;

provided, however, that Trademark Collateral shall not include any Excluded Asset.

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 benefit of 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 in cash of all Obligations (other than any unasserted contingent indemnification obligations (but not, for the avoidance of doubt, the Earnout Amount)) 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, promptly 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. 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.

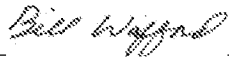
SECTION 8. Concerning the Collateral Agent

GLAS is entering into this Agreement solely in its capacity as Collateral Agent pursuant to the Credit 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]

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.

PENNEY IP LLC

By: 

Name: Bill Wafford

Title: Executive Vice President and
Chief Financial Officer

Accepted and Agreed:

GLAS AMERICAS LLC, as Collateral Agent

By: _____

Name:

Title:

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.

PENNEY IP LLC

By: _____

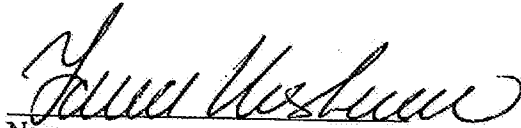
Name: Bill Wafford

Title: Executive Vice President and
Chief Financial Officer

Accepted and Agreed:

GLAS AMERICAS LLC, as Collateral Agent

By:



Name:

Yana Kislenko

Title:

Vice President

Signature Page to Trademark Security Agreement

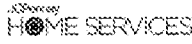


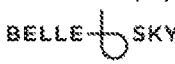
TRADEMARK
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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT






TRADEMARK REGISTRATIONS AND APPLICATIONS


Trademark	Application No.	Registration No.
OUTDOOR OASIS	88/812902	—
DIAMONART	88/809256	6108038
WORTHINGTON	88/777190	6107962
STAFFORD SUPER SUIT	88/770540	6160203
A.N.A A NEW APPROACH	88/685283	6033862
A.N.A A NEW APPROACH	88/684810	6159988
BIJOUX BAR	88/665623	6033843
NORTH POLE TRADING CO.	88/663590	6033837
A.N.A A NEW APPROACH	88/632168	6071172
MIXIT	88/620984	—
COOKS JCPENNEY HOME	88/499514	6072929
FLIRTITUDE	88/483985	5954810
OKIE DOKIE	88/483890	6110849
EAST5TH	88/465972	6022322
SHEER CARESS	88/457046	6022287
CHRISTIE & JILL	88/456679	6038683

Trademark	Application No.	Registration No.
FOREVER INSPIRED	88/452272	6049422
ADONNA	88/437766	5920760
ARIZONA JEAN CO.	87519900	5542344
ARTESIA	87/980150	5747396
PEYTON & PARKER	87/979601	5777311
PEYTON & PARKER	87/979568	5682255
THE WINDOW AUTHORITY	87/870869	5693471
EAST 5TH	87/826163	5589658
CITY STREETS	87/826117	5589657
DECREE	87/82608	5555815
J. FERRAR	87/826064	5570600
BOLD ELEMENTS	87/825893	5580589
PROTOCOL	87/825789	5555814
PS PERSONAL STYLE	87/782389	5645226
STYLE AND VALUE FOR ALL	87/782200	5629431
ST. JOHN'S BAY	87/639553	5664278
LIZSPORT	87/520036	5395423
LIZWEAR	87/520022	5395422
JC PENNEY HOME SERVICES and Design 	87/390786	5291144

Trademark	Application No.	Registration No.
JCPENNEY HOME SERVICES and Design 	87/390717	5291143
Penny Design 	87/390197	5323049
BOUTIQUE+	87/001334	5224405
PENNEY LANE	87/001291	5201493
GET YOUR PENNEY'S WORTH	86/804119	4990473
JCPENNEY (Stylized) 	86/714672	4950072
JCPENNEY	86/714595	4950068
JCP	86/714515	4913488
MODERN BRIDE	86/653425	4874452
BELLE + SKY (Stylized) 	86/606602	5013920
BELLE + SKY	86/606302	5013919
AMBRIELLE	86/575893	4845282
A.N.A. A NEW APPROACH	86/575868	4845279
FLIRTITUDE	86/575821	4808596
TOTAL GIRL	86/575793	4804215

Trademark	Application No.	Registration No.
JCPENNEY HOME ES. 1902 and Design 	86/511393	4803616
JCPENNEY HOME	86/511366	4807704
XERSION	86/510885	4803586
H HOME EXPRESSIONS and Design 	86/510856	4803584
HOME EXPRESSIONS	86/510824	4803581
MIXIT	86/510777	4803576
THE ORIGINAL ARIZONA JEAN CO. and Design 	86/510399	4803543
STYLUS	86/510380	4833716
SLEEP CHIC	86/315616	4832934
LIZ CLAIBORNE	85/341825	4063464
MODERN BRIDE	85/120537	4039611
I SAID YES! and Design 	85/105452	4053863
I SAID YES	85/105315	4053862
LIZ CLAIBORNE NEW YORK	77/981858	3999161
FINDMORE	77/925900	3895342

Trademark	Application No.	Registration No.
LC (Stylized) 	77/910237	4080583
LC (Stylized) 	77/910210	4080582
LC (Stylized) 	77/910193	4080581
M and Design 	77/894678	4013113
LIZ CLAIBORNE	75/975430	2131395
OKIE-DOKIE	75/327048	2195381
LISETTE	75/323165	2197706
LIZ CLAIBORNE	75/298341	2202253
CLAIBORNE SPORT	75/234374	2191453
CLAIBORNE	74/062991	1653728
Claiborne Bottle Design 	73/837071	1611814
CLAIBORNE	73/771324	1554507
ST. JOHN'S BAY	73/706932	1503930
STAFFORD	73/701325	1510969
WORTHINGTON	73/646168	1486179
ST. JOHN'S BAY	73/636097	1455438

Trademark	Application No.	Registration No.
UNDERSCORE	73/632087	1449840
STAFFORD	73/631706	1502274
Cosmetic Triangle Logo 	73/607982	1450271
CLAIBORNE	73/600946	1480350
LIZ CLAIBORNE	73/588531	1442825
LIZ CLAIBORNE	73/574821	1422446
MONET	73/300467	1209655
LIZ CLAIBORNE	73/241762	1167434
BIG MAC	72/243012	0824962
MONET	72/109807	0719979
TOWNCRAFT	71/247084	0231906