

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Liz Claiborne, Inc.		10/11/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Kohl's Illinois, Inc.
<b>Street Address:</b>	4340 Fox Valley Center Drive
<b>Internal Address:</b>	New York Square
<b>City:</b>	Aurora
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60504
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1884379	DANA BUCHMAN
Registration Number:	3880135	DANA BUCHMAN
Registration Number:	3919971	DANA BUCHMAN
Registration Number:	3931636	DANA BUCHMAN
Registration Number:	3666758	DANA BUCHMAN
Registration Number:	3681433	BB
Registration Number:	3320227	DB LIFE
Registration Number:	3358428	DIVA BY DANA BUCHMAN

**CORRESPONDENCE DATA**

Fax Number: (414)273-5198  
 Phone: 414-273-3500  
 Email: bgilpin@gklaw.com

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

**900205421**

**TRADEMARK  
 REEL: 004647 FRAME: 0679**

**CH \$215.00 1884379**

Correspondent Name: Brian G. Gilpin  
Address Line 1: 780 North Water Street  
Address Line 2: Godfrey & Kahn, S.C.  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	071973-0157
NAME OF SUBMITTER:	Brian G. Gilpin
Signature:	/bgg/
Date:	10/25/2011

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 11, 2011 by Liz Claiborne, Inc., a Delaware corporation ("Assignor"), in favor of Kohl's Illinois, Inc., a Nevada corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Purchase Agreement dated as of October 11, 2011 (as amended, the "Purchase Agreement") by and among Assignor, L.C. Licensing, LLC, a Delaware limited liability company (as successor-in-interest to L.C. Licensing, Inc.), Kohl's Department Stores, Inc., a Delaware corporation, and Assignee.

Pursuant to the Purchase Agreement, Assignor has agreed to assign, convey and transfer to Assignee all of its right, title and interest in and to certain trademarks, including, without limitation, the registered trademarks and trademark applications listed on Schedule 1 attached hereto (the "Assigned Trademarks"), together with the common law rights therein and the goodwill of Assignor's business to the extent connected with, and symbolized by, the Assigned Trademarks.

The parties wish to execute this Assignment for purposes of recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee pursuant to the Purchase Agreement with the United States Patent and Trademark Office and other applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:
  - (a) the Assigned Trademarks solely in the United States (including any state thereof and the District of Columbia) and Puerto Rico (the "Territory") together with all common law rights therein;
  - (b) the trademark registrations and applications for registration of trademarks in the Territory for the Assigned Trademarks listed on Schedule 1 attached hereto;
  - (c) the goodwill of Assignor's business to the extent connected with, and symbolized by, the Assigned Trademarks in the Territory; and
  - (d) all rights, claims and privileges related to any of the Assigned Trademarks in the Territory, including, without limitation, (i) the right to use any Assigned Trademarks in the Territory, the right to prosecute applications for issuance or registration of trademarks in the Territory and maintain and renew any issuances or trademark registrations for the Assigned Trademarks in the Territory and (ii) the right to enforce all rights in the Assigned Trademarks against third parties, and the right to sue and recover for, any past, present or future violation of the rights in the Assigned Trademarks and the right to the profits or damages due or accrued

arising out of or in connection with any and all past, present or future infringements, passing off or dilution of or damage, degradation or injury to the Assigned Trademarks in the Territory.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

LIZ CLAIBORNE, INC.

By: 

Name: Nicholas Rubino  
Title: SVP, Chief Legal Officer,  
General Counsel & Corporate  
Secretary

L.C. LICENSING, LLC

By: 

Name: Nicholas Rubino  
Title: SVP, Chief Legal Officer,  
General Counsel & Corporate  
Secretary

KOHL'S ILLINOIS, INC.

By: 

Name: Richard Schepp  
Title: Sr. EVP, General Counsel

Schedule 1

Assigned Trademarks

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>Reg. No</b>
DANA BUCHMAN	United States	74416272	1884379
DANA BUCHMAN	United States	77002069	3880135
DANA BUCHMAN	United States	77002085	3919971
DANA BUCHMAN	United States	77663785	3931636
DANA BUCHMAN	United States	77679684	3666758
DB DANA BUCHMAN Logo	United States	77977579	3681433
DB LIFE	United States	78665698	3320227
DIVA BY DANA BUCHMAN	United States	77009548	3358428