

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                      |
|------------------------------|----------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT       |
| <b>NATURE OF CONVEYANCE:</b> | Trademark Assignment |

**CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type           |
|---------------------|----------|----------------|-----------------------|
| Liz Claiborne, Inc. |          | 11/02/2011     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                                    |
|------------------------|------------------------------------|
| <b>Name:</b>           | J.C. Penney Purchasing Corporation |
| <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>    | CORPORATION: NEW YORK              |

**PROPERTY NUMBERS Total: 62**

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| Registration Number: | 1480350 | CLAIBORNE             |
| Registration Number: | 1554507 | CLAIBORNE             |
| Registration Number: | 3269342 | CLAIBORNE             |
| Registration Number: | 1653728 | CLAIBORNE             |
| Registration Number: | 2545212 | CLAIBORNE 2.0         |
| Registration Number: | 1611814 |                       |
| Registration Number: | 2191453 | CLAIBORNE SPORT       |
| Registration Number: | 3659510 | CONCEPTS BY CLAIBORNE |
| Registration Number: | 3600430 | CONCEPTS BY CLAIBORNE |
| Registration Number: | 3621097 | CONCEPTS BY CLAIBORNE |
| Registration Number: | 1450271 |                       |
| Registration Number: | 1533845 |                       |
| Registration Number: | 3009697 | LC                    |
| Registration Number: | 2978080 | LIZ                   |

CH \$1565.00 1480350

|                      |         |                          |
|----------------------|---------|--------------------------|
| Registration Number: | 2818408 | LIZ & CO.                |
| Registration Number: | 2765530 | LIZ & CO.                |
| Registration Number: | 3381664 | LIZ&CO.                  |
| Registration Number: | 3619770 | LIZ&CO.                  |
| Registration Number: | 1422446 | LIZ CLAIBORNE            |
| Registration Number: | 1167434 | LIZ CLAIBORNE            |
| Registration Number: | 2202253 | LIZ CLAIBORNE            |
| Registration Number: | 2557050 | LIZ CLAIBORNE            |
| Registration Number: | 1529086 | LIZ CLAIBORNE            |
| Registration Number: | 3107630 | LIZ CLAIBORNE            |
| Registration Number: | 1213969 | LIZ CLAIBORNE            |
| Registration Number: | 2010455 | LIZ CLAIBORNE            |
| Registration Number: | 1317038 | LIZ CLAIBORNE            |
| Registration Number: | 2131395 | LIZ CLAIBORNE            |
| Registration Number: | 2968049 | LIZ CLAIBORNE            |
| Registration Number: | 1442825 | LIZ CLAIBORNE            |
| Registration Number: | 3400198 | LIZ CLAIBORNE RED SUNSET |
| Registration Number: | 3403682 | LIZ CLAIBORNE SUNRISE    |
| Registration Number: | 3379229 | LIZ IS                   |
| Registration Number: | 2934255 | LIZBUY.COM               |
| Registration Number: | 2898309 | LIZCLAIBORNE.COM         |
| Registration Number: | 3011135 | LIZEXCHANGE              |
| Registration Number: | 2132747 | LIZGOLF                  |
| Registration Number: | 2560135 | LIZLINK                  |
| Registration Number: | 2788241 | LIZSPORT                 |
| Registration Number: | 1371423 | LIZ SPORT                |
| Registration Number: | 3059604 | LIZWEAR                  |
| Registration Number: | 1346383 | LIZWEAR                  |
| Registration Number: | 3330975 | STUDIO BY LIZ CLAIBORNE  |
| Registration Number: | 1507695 |                          |
| Registration Number: | 3786962 | LC LC LC LC              |
| Registration Number: | 3783673 | LC                       |
| Registration Number: | 3786966 | LC                       |
| Registration Number: | 3758460 | L                        |
| Registration Number: | 3999161 | LIZ CLAIBORNE NEW YORK   |

|                |          |                        |
|----------------|----------|------------------------|
|                | 85296222 | LC                     |
| Serial Number: | 77910237 | LC                     |
| Serial Number: | 77910220 |                        |
| Serial Number: | 77910210 |                        |
| Serial Number: | 77910264 | LC                     |
| Serial Number: | 77910193 |                        |
| Serial Number: | 77910613 | LC                     |
| Serial Number: | 85341825 | LIZ CLAIBORNE          |
| Serial Number: | 85308528 | LIZ SPORT              |
| Serial Number: | 77868479 |                        |
| Serial Number: | 77550528 | LIZ CLAIBORNE NEW YORK |
| Serial Number: | 77550555 | LIZ CLAIBORNE NEW YORK |
| Serial Number: | 77550574 | LIZ CLAIBORNE NEW YORK |

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
 Phone: 212-735-3000  
 Email: robert.wise@skadden.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
 Address Line 1: 4 Times Square  
 Address Line 2: Attn: Louis Artime  
 Address Line 4: New York, NEW YORK 10036

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 300170/11      |
| NAME OF SUBMITTER:      | Louis Artime   |
| Signature:              | /Louis Artime/ |
| Date:                   | 11/09/2011     |

**Total Attachments: 9**  
 source=US Trademark Assignment (LCI) (EXECUTED)#page1.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page2.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page3.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page4.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page5.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page6.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page7.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page8.tif  
 source=US Trademark Assignment (LCI) (EXECUTED)#page9.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT dated as of November 2, 2011 (this “**Assignment**”), is by and between Liz Claiborne, Inc., a Delaware corporation, (“**Seller**”) and J. C. Penney Purchasing Corporation, a New York corporation (“**Buyer**”). Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement dated as of October 12, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) between Buyer’s Affiliate, J. C. Penney Corporation, Inc. and Seller.

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 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 all 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”);

(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 prosecute applications for registration of trademarks in the Territory and maintain trademark registrations for the Assigned Trademarks in the Territory and (ii) the right to sue and recover for, 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 or 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: Nianda S. Kwano

Title: SVP, Chief Legal Officer,  
General Counsel & Corp. Secretary

J. C. PENNEY PURCHASING  
CORPORATION

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

Name: \_\_\_\_\_

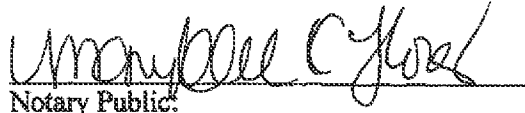
Title: \_\_\_\_\_

STATE OF New Jersey

COUNTY OF Hudson )

ss.:

On this 1<sup>st</sup> day of Nov, 2011, before me personally appeared Nicholas Rubino, known to me, who being duly sworn, did depose and say that the foregoing Assignment marks was made for purposes and considerations so stated, and that (s)he was authorized to act on behalf of Liz Claiborne, Inc. in entering into such Assignment.



Notary Public

My commission expires:

MARYBELL K. FLORES  
NOTARY PUBLIC OF NEW JERSEY  
COUNTY OF HUDSON  
MY COMMISSION EXPIRES 02/27/2012  
ID # 2282380

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:  
Title:

J. C. PENNEY PURCHASING  
CORPORATION

By: *Kenneth Mangone*  
Name: *Kenneth Mangone*  
Title: *Chairman*



STATE OF TEXAS )  
COUNTY OF COLLIN )

ss.:

On this 6<sup>th</sup> day of Nov, 2011, before me personally appeared Kenneth Mangone, known to me, who being duly sworn, did depose and say that the foregoing Assignment marks was made for purposes and considerations so stated, and that (s)he was authorized to act on behalf of J. C. Penney Purchasing Corporation in entering into such Assignment.








Angie A. Jensen  
Notary Public:  
My commission expires: 5/17/14

Schedule 1

Assigned Trademarks

| Mark                              | Class | App. No. | Filing Date | Reg. No. | Reg. Date  |
|-----------------------------------|-------|----------|-------------|----------|------------|
| CLAIBORNE                         | 3     | 73600946 | 5/27/1986   | 1480350  | 3/15/1988  |
| CLAIBORNE                         | 9     | 73771324 | 12/23/1988  | 1554507  | 9/5/1989   |
| CLAIBORNE                         | 18    | 78559586 | 2/3/2005    | 3269342  | 7/24/2007  |
| CLAIBORNE                         | 25    | 74062991 | 5/29/1990   | 1653728  | 8/13/1991  |
| CLAIBORNE 2.0<br>Stylized         | 25    | 75777527 | 8/18/1999   | 2545212  | 3/5/2002   |
| CLAIBORNE Bottle<br>Design        | 3     | 73837071 | 11/1/1989   | 1611814  | 9/4/1990   |
| CLAIBORNE SPORT                   | 3     | 75234374 | 1/31/1997   | 2191453  | 9/22/1998  |
| CONCEPTS BY<br>CLAIBORNE          | 9     | 78971071 | 9/11/2006   | 3659510  | 7/21/2009  |
| CONCEPTS BY<br>CLAIBORNE          | 18    | 78971091 | 9/11/2006   | 3600430  | 3/31/2009  |
| CONCEPTS BY<br>CLAIBORNE          | 25    | 78971061 | 9/11/2006   | 3621097  | 5/12/2009  |
| Cosmetic Triangle Logo<br>(Red, B | 3     | 73607982 | 7/7/1986    | 1450271  | 8/4/1987   |
| Glass Bottle Design               | 3     | 73707096 | 1/22/1988   | 1533845  | 4/11/1989  |
| LC Block logo                     | 25    | 85296222 | 4/15/2011   |          |            |
| LC Logos in Square                | 18    | 76513514 | 5/12/2003   | 3009697  | 10/25/2005 |
| LC Square Logo                    | 9     | 77910237 | 1/12/2010   |          |            |
| LC Square Logo                    | 14    | 77910220 | 1/12/2010   |          |            |
| LC Square Logo                    | 18    | 77910210 | 1/12/2010   |          |            |
| LC Square Logo                    | 24    | 77910264 | 1/12/2010   |          |            |
| LC Square Logo                    | 25    | 77910193 | 1/12/2010   |          |            |
| LC Square Logo                    | 35    | 77910613 | 1/13/2010   |          |            |
| LIZ                               | 3     | 76977592 | 6/24/2002   | 2978080  | 7/26/2005  |
| LIZ & CO.                         | 18    | 78144927 | 7/17/2002   | 2818408  | 2/24/2004  |
| LIZ & CO.                         | 25    | 76975739 | 12/17/2001  | 2765530  | 9/16/2003  |
| LIZ & CO. Stylized                | 9     | 77256042 | 8/15/2007   | 3381664  | 2/12/2008  |
| LIZ & CO. Stylized                | 14    | 77034908 | 11/2/2006   | 3619770  | 5/12/2009  |
| LIZ CLAIBORNE                     | 3     | 73574821 | 12/23/1985  | 1422446  | 12/30/1986 |
| LIZ CLAIBORNE                     | 14    | 85341825 | 6/9/2011    |          |            |
| LIZ CLAIBORNE                     | 25    | 73241762 | 12/6/1979   | 1167434  | 9/1/1981   |
| LIZ CLAIBORNE                     | 25    | 75298341 | 5/27/1997   | 2202253  | 11/3/1998  |
| LIZ CLAIBORNE                     | 25    | 75981288 | 2/10/2000   | 2557050  | 4/2/2002   |
| LIZ CLAIBORNE                     | 42    | 73741678 | 7/22/1988   | 1529086  | 3/7/1989   |
| LIZ CLAIBORNE                     | 16,20 | 78349494 | 1/8/2004    | 3107630  | 6/20/2006  |

| Mark  | Class    | App. No. | Filing Date | Reg. No. | Reg. Date  |
|---|----------|----------|-------------|----------|------------|
| LIZ CLAIBORNE   | 18,25,26 | 73311217 | 5/20/1981   | 1213969  | 10/26/1982 |
| LIZ CLAIBORNE   | 24,20    | 74471255 | 12/20/1993  | 2010455  | 10/22/1996 |
| LIZ CLAIBORNE   | 24,25    | 73461219 | 1/16/1984   | 1317038  | 1/29/1985  |
| LIZ CLAIBORNE   | 24,27    | 75975430 | 11/15/1993  | 2131395  | 1/20/1998  |
| LIZ CLAIBORNE   | 27,19    | 78114939 | 3/14/2002   | 2968049  | 7/12/2005  |
| LIZ CLAIBORNE   | 9,18,25  | 73588531 | 3/17/1986   | 1442825  | 6/16/1987  |
| LIZ CLAIBORNE RED<br>SUNSET   | 3        | 78972509 | 9/12/2006   | 3400198  | 3/18/2008  |
| LIZ CLAIBORNE<br>SUNRISE  | 3        | 78972528 | 9/12/2006   | 3403682  | 3/25/2008  |
| LIZ IS  | 16       | 77098939 | 2/5/2007    | 3379229  | 2/5/2008   |
| LIZ SPORT   | 18       | 85308528 | 4/30/2011   |          |            |
| LIZBUY.COM  | 35       | 78327031 | 11/12/2003  | 2934255  | 3/15/2005  |
| LIZCLAIBORNE.COM  | 35       | 78259959 | 6/9/2003    | 2898309  | 10/26/2004 |
| LIZEXCHANGE   | 41       | 78463359 | 8/6/2004    | 3011135  | 11/1/2005  |
| LIZGOLF   | 25       | 75256491 | 3/13/1997   | 2132747  | 1/27/1998  |
| LIZLINK   | 35       | 76060360 | 6/1/2000    | 2560135  | 4/9/2002   |
| LIZSPORT  | 3        | 76424234 | 6/24/2002   | 2788241  | 12/2/2003  |
| LIZSPORT  | 25       | 73530271 | 4/2/1985    | 1371423  | 11/19/1985 |
| LIZWEAR   | 9        | 78419600 | 5/17/2004   | 3059604  | 2/14/2006  |
| LIZWEAR   | 25       | 73505162 | 10/22/1984  | 1346383  | 7/2/1985   |
| STUDIO BY LIZ<br>CLAIBORNE  | 25       | 78612464 | 4/20/2005   | 3330975  | 11/6/2007  |
| Triangular Bottle Design  | 3        | 73707097 | 1/22/1988   | 1507695  | 10/11/1988 |
| <br>LC Clover Logo | 18       | 77768259 | 6/25/2009   | 3786962  | 5/11/2010  |
| <br>LC Clover Logo | 14       | 77767901 | 6/25/2009   | 3783673  | 5/4/2010   |
| <br>LC Clover Logo | 25       | 77768833 | 6/26/2009   | 3786966  | 5/11/2010  |
| <br>LC Clover Logo | 3        | 77868479 | 11/9/2009   |          |            |

| Mark   | Class | App. No. | Filing Date | Reg. No. | Reg. Date |
|--|-------|----------|-------------|----------|-----------|
| <br>LC Logo | 18    | 77506527 | 6/24/2008   | 3758460  |           |
| LIZ CLAIBORNE NEW YORK   | 25    | 77550528 | 8/19/2008   |          |           |
| LIZ CLAIBORNE NEW YORK   | 18    | 77550555 | 8/19/2008   |          |           |
| LIZ CLAIBORNE NEW YORK   | 14    | 77550574 | 8/19/2008   |          |           |
| LIZ CLAIBORNE NEW YORK   | 25    | 77981858 | 8/19/2008   | 3999161  | 7/19/2011 |