

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.C. Licensing, LLC		11/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	J.C. Penney Purchasing Corporation		
Street Address:	6501 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2128086	ELISABETH	
Registration Number:	3089407	ELISABETH BY LIZ CLAIBORNE	
Registration Number:	1687927	ELISABETH LIZ CLAIBORNE INC	
Registration Number:	2974027	LIZ SOFT TOUCH	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
Phone:	212-735-3000		
Email:	robert.wise@skadden.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$115.00 2128086

900206794

**TRADEMARK
 REEL: 004658 FRAME: 0898**

NAME OF SUBMITTER:	Louis Artime
Signature:	/Louis Artime/
Date:	11/09/2011
Total Attachments: 7 source=US Trademark Assignment (LCL) (EXECUTED)#page1.tif source=US Trademark Assignment (LCL) (EXECUTED)#page2.tif source=US Trademark Assignment (LCL) (EXECUTED)#page3.tif source=US Trademark Assignment (LCL) (EXECUTED)#page4.tif source=US Trademark Assignment (LCL) (EXECUTED)#page5.tif source=US Trademark Assignment (LCL) (EXECUTED)#page6.tif source=US Trademark Assignment (LCL) (EXECUTED)#page7.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT dated as of November 2, 2011 (this “**Assignment**”), is by and between L.C. Licensing, LLC, 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.

L.C. LICENSING, LLC

By: 

Name: Nicholas Rubino

Title: Director

J. C. PENNEY PURCHASING
CORPORATION

By: _____

Name:

Title:

STATE OF New Jersey
COUNTY OF Hudson;

ss.:

On this 1st 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 L.C. Licensing, LLC in entering into such Assignment.

Marybell K. Flores

Notary Public:
My commission expires:

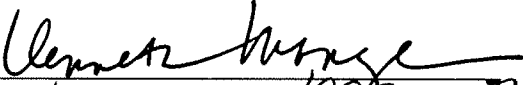
MARYBELL K. FLORES
NOTARY PUBLIC OF NEW JERSEY
COUNTY OF HUDSON
MY COMMISSION EXPIRES 02/27/2012
ID # 2282380

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

L.C. LICENSING, LLC

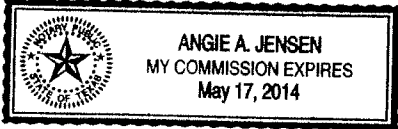
By: _____
Name:
Title:

J. C. PENNEY PURCHASING
CORPORATION

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

STATE OF TEXAS)
 :
COUNTY OF COLLIN) SS.:

On this 1st 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
ELISABETH	25,42	75035736	12/22/1995	2128086	1/13/1998
ELISABETH BY LIZ CLAIBORNE	25	78298771	9/10/2003	3089407	5/9/2006
ELISABETH LIZ CLAIBORNE INC. S	25	74101342	9/28/1990	1687927	5/19/1992
LIZ SOFT TOUCH	25	78318431	10/24/2003	2974027	7/19/2005