

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-Coastal Design Group, Inc.		04/25/2012	CORPORATION:
J. C. Penney Corporation, Inc.		05/31/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	J. C. Penney Corporation, Inc.		
Street Address:	6501 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3226539	PRESENT COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	972-431-1267		
Email:	trademarks@jcpenny.com		
Correspondent Name:	Kayla Carter Owens		
Address Line 1:	6501 Legacy Drive		
Address Line 4:	Plano, TEXAS 75024		
ATTORNEY DOCKET NUMBER:	PRESENT COMPANY ASSIGN		
NAME OF SUBMITTER:	Kayla Carter Owens		
Signature:	/kayla carter owens/		

OP \$40.00 3226539

Date:

06/08/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT AND AGREEMENT

WHEREAS, Tri-Coastal Design Group, Inc. ("Tri-Coastal Design") located at 40 Harry Shupe Blvd., Wharton, N.J. 07885, has a registration for PRESENT COMPANY and design for paper and stationary products, U.S. Trademark Registration No. 3226539 ("the Mark");

WHEREAS, J.C. Penney Corporation, Inc. ("jcpenny"), a Delaware corporation, with an address of 6501 Legacy Drive, is desirous of acquiring the Mark together with the goodwill symbolized by the Mark for goods and services;

NOW, THEREFORE, in light of jcpenny's payment of \$ 50,000 and other good and valuable consideration, receipt of which is hereby acknowledged, Tri-Coastal Design does hereby assign to jcpenny all right, title and interest in and to the Mark, including all rights which Tri-Coastal Design may have acquired with respect thereto pursuant to U.S. Trademark law, common law or any other law and the right to assign the mark.

Tri-Coastal Design warrants and represents that it has made no prior assignment of its rights to the Mark, that there exists no mortgage, lien, or other encumbrance upon the Mark and that it has received no notices of, nor is it aware of, any claims by third parties of prior rights in and to the said Mark.

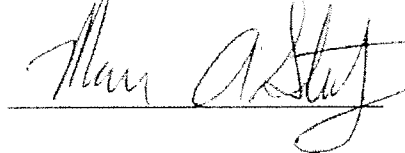
Tri-Coastal Design agrees to execute any and all documents to carry out the intent of this assignment.

jcpenny agrees to grant Tri-Coastal Design a fully-paid license to use the Mark for a period of six months to sell off any remaining inventory. The license granted to Tri-Coastal Design may not be assigned, sold, sub-licensed given or otherwise transferred or conveyed to any third party. Any such purported transfer will be null and void.


The parties (or their affiliates) have previously entered into a separate "Trading Partner Agreement for Domestic Merchandise Purchase Contracts" ("TPA"), governing the terms and conditions for the purchase by jcpenny of all Merchandise. This Trademark Assignment is intended to supplement the terms in the TPA. As provided in Section 3 of the TPA, this Agreement will be considered an "ancillary agreement" and a part of the Terms and Conditions (as such term is defined in the TPA). All the terms of the TPA, including Tri-Coastal Design's duty of defense and indemnification regarding the Mark apply to this Agreement.

This Agreement and Assignment is executed this 25 day of April, 2012.

Tri-Coastal Design Group, Inc.



J.C. Penney Corporation, Inc.

 Digitally signed by Tracy Vowell
DN: cn=Tracy Vowell, o=J.C.
Penney Corporation, Inc., ou=JCP
Procurement, Inc.,
email=tvowell@jcpenney.com,
c=US
Date: 2012.05.31 16:45:48 -05'00'