# 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
Liz Claiborne, Inc.		11/02/2011	CORPORATION: DELAWARE
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: DELAWARE	

### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3211900	ESTATE BY MONET
Registration Number:	1209655	MONET
Registration Number:	2907390	MONET
Registration Number:	3071642	MONET
Registration Number:	0719979	MONET
Registration Number:	4013113	М
Serial Number:	77894661	M

# CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 972-431-1267

Email: trademarks@jcpenney.com

Correspondent Name: Kayla Carter Owens

TRADEMARK REEL: 004853 FRAME: 0409 OP \$190.00 327

900232390

Address Line 1: 6501 Legacy D Address Line 4: Plano, TEXAS	
ATTORNEY DOCKET NUMBER:	MONET US ASSIGNMENTS
NAME OF SUBMITTER:	Kayla Carter Owens
Signature:	/Kayla Carter Owens/
Date:	08/30/2012
Total Attachments: 4 source=BillofSale#page1.tif source=BillofSale#page2.tif source=BillofSale#page3.tif source=BillofSale#page4.tif	

TRADEMARK
REEL: 004853 FRAME: 0410

## **BILL OF SALE**

November 2, 2011

THIS BILL OF SALE (this "Bill of Sale") is made as of the date first written above by Liz Claiborne, Inc., a Delaware corporation ("LCI") and L.C. Licensing, LLC, a Delaware limited liability company ("LCL", and together with LCI, "Sellers") for the benefit of J. C. Penney Purchasing Corporation, a Delaware corporation ("Purchaser").

WHEREAS, Purchaser and LCI are parties to that certain Purchase Agreement, dated as of October 12, 2011 (as amended from time to time, the "Purchase Agreement"), by and among Purchaser and LCI.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

- 1. This Bill of Sale is provided pursuant to and is governed by the terms of the Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
- 2. Upon the terms and subject to the conditions of the Purchase Agreement, each of LCI and LCL, as an Affiliate of LCI, hereby sells, grants, bargains, transfers, assigns, conveys and delivers to Purchaser, free and clear of all Liens (other than Permitted Liens) and Purchaser hereby purchases, acquires and accepts, all of each such Seller's respective right, title and interest in and to all of the Acquired Assets in the Territory.
- 3. This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.
- 4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- 5. This Bill of Sale shall be binding upon and inure to the benefit of all of the parties and their successors, legal representatives and permitted assigns.

TRADEMARK
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6. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Bill of Sale shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Bill of Sale as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK REEL: 004853 FRAME: 0412 IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed as of the date first written above.

LIZ CLAIBORNE, INC.

By: Name: Nicholas Robino
Title: Sypi Chief Lagal Afficer
Ceneral Cansel & Corp. Achieve

L.C. LICENSING, LLC

By: Name: Nicholas Robino
Title: Director

J. C. PENNEY PURCHASING CORPORATION

By: Name:
Title:

[Signature Page to Bill of Sale]

IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed as of the date first written above.

LIZ CLAIBORNE, INC.
By: Name: Title:
L.C. LICENSING, LLC
By: Name: Title:
J. C. PENNEY PURCHASING CORPORATION
By: Clemer Munica Name: Kenneth Mangone Title: Chairman

[Signature Page to Bill of Sale]

**RECORDED: 08/30/2012**