

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hudson's Bay Company		11/04/2013	CORPORATION: ONTARIO
Lord & Taylor, LLC, a Delaware Limited Liability Company		11/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
Saks Incorporated, a Tennessee Corporation		11/04/2013	CORPORATION: TENNESSEE
Saks & Company, a New York Corporation		11/04/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	Attn: MAC Legal Insurance Monitoring, Mail Code TX1-492-14-06
Internal Address:	901 Main St., 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Serial Number:	74218341	AMERICA'S DRESS ADDRESS
Serial Number:	78298297	BEAUTY.NOW
Serial Number:	76373174	BEAUTY.NOW
Serial Number:	85109354	BRINGING STYLE HOME
Serial Number:	74375653	CAFE 424
Serial Number:	76159153	GRANT THOMAS
Serial Number:	75032456	JUST IN TIME
Serial Number:	76074857	KATE HILL
Serial Number:	74668803	LORD & TAYLOR

OP \$2240.00 74218341

Serial Number:	71234139	LORD & TAYLOR
Serial Number:	77374557	LORD & TAYLOR
Serial Number:	77374577	LORD & TAYLOR
Serial Number:	77826111	LUNCH BREAK!
Serial Number:	77455657	MY FAVORITE STORE
Serial Number:	77348537	BLACK BROWN 1826
Serial Number:	85449025	BLACK BROWN 1826
Serial Number:	85089907	JUST MAX
Serial Number:	85089903	SAM & GEORGE
Serial Number:	85006217	SHOP SMART, DO GOOD
Serial Number:	85974463	LORD & TAYLOR 424 FIFTH
Serial Number:	85780667	BEAUTY THE GUIDE
Registration Number:	0842894	SAKS WASHINGTON
Registration Number:	1508328	SAKS JANDEL
Registration Number:	1197494	THE FIFTH AVENUE CLUB
Registration Number:	3506366	SERVICFIRST
Registration Number:	2187889	SALON Z
Registration Number:	1707494	SALON Z
Registration Number:	4093993	SAKS FIFTH AVENUE THREADS
Registration Number:	3551064	SAKS FIFTH AVENUE OFF 5TH
Registration Number:	0628489	SAKS FIFTH AVENUE
Registration Number:	0635368	SAKS FIFTH AVENUE
Registration Number:	0620917	SAKS FIFTH AVENUE
Registration Number:	3368500	SAKS FIFTH AVENUE
Registration Number:	2221406	SAKS FIFTH AVENUE
Registration Number:	1994280	SAKS FIFTH AVENUE
Registration Number:	1667955	SAKS FIFTH AVENUE
Registration Number:	1359451	SAKS FIFTH AVENUE
Registration Number:	1180633	SAKS FIFTH AVENUE
Registration Number:	1180632	SAKS FIFTH AVENUE
Registration Number:	0737308	SAKS FIFTH AVENUE
Registration Number:	0631799	SAKS FIFTH AVENUE
Registration Number:	0627814	SAKS FIFTH AVENUE
Registration Number:	2351428	SAKS & COMPANY
Registration Number:	3345841	S5A

	1807656	S5A
Registration Number:	1783095	S5A
Registration Number:	4002313	OFF 5TH
Registration Number:	3997431	OFF 5TH
Registration Number:	1976296	OFF 5TH
Registration Number:	2869986	KEY TO THE CURE
Registration Number:	4333792	FASHION FIX
Registration Number:	4177899	E N S
Registration Number:	3890516	CLOTHES (REAL) SAKS FIFTH AVENUE
Registration Number:	3606435	2EAT@SAKS
Registration Number:	4245596	10022-SHOE
Serial Number:	85626481	
Serial Number:	85593025	WEAR NOW COLLECTIONS FOR MODERN LIFE
Serial Number:	85593023	WEAR NOW
Serial Number:	85626487	SAKS INCORPORATED
Serial Number:	85877983	RED SAKS FIFTH AVENUE
Serial Number:	85877968	RED SAKS FIFTH AVENUE
Serial Number:	85626483	MORE
Serial Number:	85626482	MORE
Serial Number:	85877969	GRAY SAKS FIFTH AVENUE
Serial Number:	85877986	BLUE SAKS FIFTH AVENUE
Serial Number:	85877970	BLUE SAKS FIFTH AVENUE
Serial Number:	85877981	BLACK SAKS FIFTH AVENUE
Serial Number:	85877965	BLACK SAKS FIFTH AVENUE
Serial Number:	85877985	GRAY SAKS FIFTH AVENUE
Registration Number:	2024140	SAKSFIRST
Registration Number:	1839730	CAFE SFA
Registration Number:	1164906	THE BAY
Registration Number:	0291625	
Registration Number:	1116411	HUDSON'S BAY
Registration Number:	1191220	HUDSON'S BAY
Registration Number:	4171901	HUDSON'S BAY COMPANY
Registration Number:	0220747	HUDSONS BAY "POINT"
Registration Number:	3718624	
Serial Number:	86041155	DISTINCTLY HOME

	85578545	1670
Serial Number:	85609996	HUDSON ROOM
Serial Number:	85609990	HUDSON NORTH
Serial Number:	77982548	HBC
Serial Number:	77982547	HBC
Registration Number:	3734281	HUDSON'S BAY COMPANY
Registration Number:	4286370	
Registration Number:	0274403	POINT
Registration Number:	0291639	
Serial Number:	78880387	GOVERNOR'S CHOICE

**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.*

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	11/05/2013

**Total Attachments: 12**

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## **U.S. SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS U.S. SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2013 (as it may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Trademark Security Agreement**”) is made by the Persons (as hereinafter defined) listed on the signature pages hereof (the “**Grantors**”) in favor of Bank of America, N.A. as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article 10 of the Credit Agreement or otherwise, the “**Collateral Agent**) for the benefit of the holders of the Secured Obligations (as hereinafter defined).

WHEREAS, the Grantors own, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Hudson’s Bay Company (the “**Borrower**”), the Guarantors (as defined therein), the Lenders (as defined therein) and Bank of America, N.A., as Administrative Agent, are parties to a Second Lien Credit Agreement dated as of November 4, 2013 (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantors, the other Guarantors that are U.S. Subsidiaries and the Collateral Agent are parties to a U.S. Second Lien Security Agreement dated as of November 4, 2013 (as it may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Security Agreement**”) to, among other things, secure the obligations of the Credit Parties under the Credit Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Security Agreement) of the Grantor to the Collateral Agent for the benefit of the holders of the Secured Obligations, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants

to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of each Grantor's Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the "**Trademark Collateral**").

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Miscellaneous. This Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 6. Intercreditor Agreement. THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE JUNIOR PRIORITY INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF (THE "**INTERCREDITOR AGREEMENT**"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

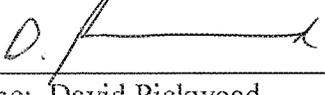
*[Signature Page Follows]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

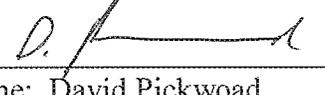
HUDSON'S BAY COMPANY

By:   
Name: David Pickwood  
Title: Senior Vice President & General Counsel

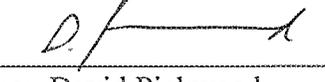
LORD & TAYLOR LLC

By:   
Name: David Pickwood  
Title: Senior Vice President, General Counsel & Secretary

SAKS INCORPORATED

By:   
Name: David Pickwood  
Title: General Counsel & Secretary

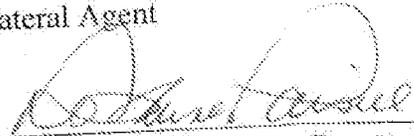
SAKS & COMPANY

By:   
Name: David Pickwood  
Title: General Counsel & Secretary

Acknowledged:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:

  
Name: **Rosanne Parsili**  
Title: **Vice President**

*[Signature Page to Second Lien U.S. Trademark Security Agreement]*

**Schedule 1  
to Trademark  
Security Agreement**

**Lord & Taylor**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Reg No. Reg. Date</b>	<b>Serial No. Filing Date</b>	<b>Owner</b>	<b>Status</b>
America's Dress Address	1,720,961 09/29/1992	74218341 11/07/1991	Lord & Taylor LLC	Registered
Beauty. Now	2,929,831 03/01/2005	78298297 09/10/2003	Lord & Taylor LLC	Registered
Beauty. Now	2,696,590 03/11/2003	76373174 02/20/2002	Lord & Taylor LLC	Registered
Bringing Style Home	3,963,700 05/17/2011	85109354 08/17/2010	Lord & Taylor LLC	Registered
Cafe 424	1,809,802 12/07/1993	74375653 04/05/1993	Lord & Taylor LLC	Registered
Grant Thomas	2,722,011 06/03/2003	76159153 11/06/2000	Lord & Taylor LLC	Registered
Just In Time	2,096,541 09/16/1997	75032456 12/14/1995	Lord & Taylor LLC	Registered
Kate Hill	2,521,282 12/18/2001	76074857 06/21/2000	Lord & Taylor LLC	Registered
Lord & Taylor	1,960,413 03/05/1996	74668803 05/01/1995	Lord & Taylor LLC	Registered
Lord & Taylor (stylized)	0222,001 12/21/1926	71234139 07/03/1926	Lord & Taylor LLC	Registered
Lord & Taylor (stylized)	3,488,202 08/19/2008	77374557 01/17/2008	Lord & Taylor LLC	Registered
Lord & Taylor	3,488,206 08/19/2008	77374577 01/17/2008	Lord & Taylor LLC	Registered
Lunch Break!	3,978,802 06/14/2011	77826111 09/14/2009	Lord & Taylor LLC	Registered
My Favorite Store	3,750,379 02/16/2010	77455657 04/23/2008	Lord & Taylor LLC	Registered
Black Brown 1826	3,705,958	77348537	Lord & Taylor	Registered

Trademark	Reg No. Reg. Date	Serial No. Filing Date	Owner	Status
	11/03/2009	12/10/2007	LLC	
Black Brown 1826	4,280,539 01/22/2013	85449025 10/17/2011	Lord & Taylor LLC	Registered
Just Max	4,150,774 05/29/2012	85089907 07/21/2010	Lord & Taylor LLC	Registered
Sam & George	4,150,773 05/29/2012	85089903 07/21/2010	Lord & Taylor LLC	Registered
Shop Smart, Do Good	4,150,675 05/29/2012	85006217 04/05/2010	Lord & Taylor LLC	Registered
Lord & Taylor 424 Fifth	85974463 07/01/2013	N/A	Lord & Taylor LLC	Applied
Beauty the Guide	85780667 11/15/2012	N/A	Lord & Taylor LLC	Applied

**Saks**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Registration / Application No.	Owner	Status
SAKS WASHINGTON (Stylized)	842,894	Saks Incorporated	Registered
SAKS JANDEL	1,508,328	Saks Incorporated	Registered
THE FIFTH AVENUE CLUB (Stylized)	1,197,494	Saks & Company	Registered
SERVICEFIRST	3,506,366	Saks & Company	Registered
SALON Z	2,187,889	Saks & Company	Registered
SALON Z	1,707,494	Saks & Company	Registered
SAKS FIFTH AVENUE THREADS	4,093,993	Saks & Company	Registered
SAKS FIFTH AVENUE OFF 5TH and Design	3,551,064	Saks & Company	Registered

<b>Trademark</b>	<b>Registration / Application No.</b>	<b>Owner</b>	<b>Status</b>
SAKS FIFTH AVENUE	628,489	Saks & Company	Registered
SAKS FIFTH AVENUE	635,368	Saks & Company	Registered
SAKS FIFTH AVENUE (Stylized)	620,917	Saks & Company	Registered
SAKS FIFTH AVENUE and Design	3,368,500	Saks & Company	Registered
SAKS FIFTH AVENUE (Stylized)	2,221,406	Saks & Company	Registered
SAKS FIFTH AVENUE	1,994,280	Saks & Company	Registered
SAKS FIFTH AVENUE	1,667,955	Saks & Company	Registered
SAKS FIFTH AVENUE	1,359,451	Saks & Company	Registered
SAKS FIFTH AVENUE (Stylized)	1,180,633	Saks & Company	Registered
SAKS FIFTH AVENUE	1,180,632	Saks & Company	Registered
SAKS FIFTH AVENUE	737,308	Saks & Company	Registered
SAKS FIFTH AVENUE	631,799	Saks & Company	Registered
SAKS FIFTH AVENUE	627,814	Saks & Company	Registered
SAKS & COMPANY	2,351,428	Saks & Company	Registered
S5A and Design	3,345,841	Saks & Company	Registered
S5A and Design	1,807,656	Saks & Company	Registered
S5A and Design	1,783,095	Saks & Company	Registered
OFF 5TH and Design	4,002,313	Saks & Company	Registered
OFF 5 <sup>TH</sup> (Stylized)	3,997,431	Saks & Company	Registered
OFF 5TH and Design	1,976,296	Saks & Company	Registered
KEY TO THE CURE	2,869,986	Saks & Company	Registered

<b>Trademark</b>	<b>Registration / Application No.</b>	<b>Owner</b>	<b>Status</b>
FASHION FIX	4,333,792	Saks & Company	Registered
E N S and Design	4,177,899	Saks & Company	Registered
CLOTHES (REAL) SAKS FIFTH AVENUE and Design	3,890,516	Saks & Company	Registered
2EAT@SAKS	3,606,435	Saks & Company	Registered
10022-SHOE	4,245,596	Saks & Company	Registered
Logo Design	85-626481	Saks & Company	Applied
WEAR NOW COLLECTIONS FOR MODERN LIFE (Stylized)	85-593025	Saks & Company	Applied
WEAR NOW (Stylized)	85-593023	Saks & Company	Applied
SAKS INCORPORATED and Design	85-626487	Saks & Company	Applied
RED SAKS FIFTH AVENUE (Stylized)	85-877983	Saks & Company	Applied
RED SAKS FIFTH AVENUE	85-877968	Saks & Company	Applied
MORE and Design	85-626483	Saks & Company	Applied
MORE	85-626482	Saks & Company	Applied
GRAY SAKS FIFTH AVENUE	85-877969	Saks & Company	Applied
BLUE SAKS FIFTH AVENUE (Stylized)	85-877986	Saks & Company	Applied
BLUE SAKS FIFTH AVENUE	85-877970	Saks & Company	Applied
BLACK SAKS FIFTH AVENUE (Stylized)	85-877981	Saks & Company	Applied
BLACK SAKS	85-877965	Saks & Company	Applied

Trademark	Registration / Application No.	Owner	Status
FIFTH AVENUE			
GRAY SAKS FIFTH AVENUE	85-877985	Saks & Company	Applied
SAKSFIRST	2024140	Saks & Company	Registered
CAFE SFA	1839730	Saks & Company	Registered

**Hudson's Bay Company**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	OWNER	APPLICATION		REGISTRATION		EXPIRY
		DATE	NUMBER	DATE	NUMBER	DATE
THE BAY (Design)	GC/HBC <sup>1</sup>	Feb. 27, 1980	73,251,720	Aug. 11, 1981	1,164,906	Mar. 18, 2012
FOUR POINT DESIGN	GC/HBC	Sep. 3, 1931	71,318,710	Feb. 23, 1932	291,625	April 11, 2012
HUDSON'S BAY	GC/HBC	March 29, 1976	73-081,813	April 10, 1979	1,116,411	Apr. 10, 2019
HUDSON'S BAY	GC/HBC	Oct. 23, 1978	73,190,275	Mar. 2, 1982	1,191,220	March 2, 2022
HUDSON'S BAY COMPANY	HBC			Jan. 5, 2010		Jan. 5, 2020
HUDSON'S BAY COMPANY	GC/HBC	Oct. 26, 2006	77,027,056	July 10, 2012	4,171,901	
HUDSON'S BAY 'POINT'	HBC	Nov. 8, 1924	71,205,007	November 16, 1926	220,747	Nov. 16, 2016
MULTI-STRIPE Design	GC/HBC	Nov. 14, 2006	77-975,088	Dec. 1, 2009	3,718,624	Dec. 1, 2019
DISTINCTLY HOME	GC/HBC	Aug 19, 2013	86,041,155			

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<sup>1</sup> The Governor and Company of Adventurers of England Trading Into Hudson's Bay  
AKA Hudson's Bay Company.

TRADEMARK	OWNER	APPLICATION		REGISTRATION		EXPIRY
		DATE	NUMBER	DATE	NUMBER	DATE
1670	GC/HBC	Mar 23, 2012	85,578,545			
HUDSON ROOM	GC/HBC	April 27, 2012	85,609,996			
HUDSON NORTH	GC/HBC	April 27, 2012	85,609,990			
HBC	GC/HBC	Oct 25, 2006	77,982,548			
HBC	GC/HBC	Oct 25, 2006	77,982,547			
HUDSON'S BAY COMPANY	GC/HBC	Oct 23, 2006	77,978,408	Jan 5, 2010	3,734,281	
MULTISTRIPE Design	GC/HBC	Nov. 14, 2006	77,043,406	Feb 5, 2013	4,286,370	Feb 5, 2023
POINT	GC/HBC	Jan. 31, 1929	71,278,731	Aug 26, 1930	274, 403	Nov. 15, 2000
THREE AND ONE HALF POINT DESIGN	HBC	Sep.3, 1931	71,318,709	Feb 23,1932	291,639	June 10, 2002
GOVERNOR'S CHOICE (U.S.)	GC/HBC	May 10, 2006	78, 880,387			