

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hudson's Bay Company		09/30/2015	CORPORATION: CANADA
Lord & Taylor LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Saks Incorporated		09/30/2015	CORPORATION: TENNESSEE
Saks & Company LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main Street 14th Floor		
Internal Address:	Attn: MAC Legal Insurance Monitoring, Mail Code: TX-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 103			
Property Type	Number	Word Mark	
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		
Registration Number:	4783777	HBC	
Registration Number:	4783776	HBC	
Registration Number:	3734281	HUDSON'S BAY COMPANY	
Registration Number:	4286370		
Registration Number:	0274403	POINT	
Registration Number:	0291639		
Registration Number:	1720961	AMERICA'S DRESS ADDRESS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2929831	BEAUTY.NOW
Registration Number:	2696590	BEAUTY.NOW
Registration Number:	3963700	BRINGING STYLE HOME
Registration Number:	1809802	CAFE 424
Registration Number:	2096541	JUST IN TIME
Registration Number:	2521282	KATE HILL
Registration Number:	1960413	LORD & TAYLOR
Registration Number:	0222001	LORD & TAYLOR
Registration Number:	3488202	LORD & TAYLOR
Registration Number:	3488206	LORD & TAYLOR
Registration Number:	3978802	LUNCH BREAK!
Registration Number:	3750379	MY FAVORITE STORE
Registration Number:	3705958	BLACK BROWN 1826
Registration Number:	4280539	BLACK BROWN 1826
Registration Number:	4150774	JUST MAX
Registration Number:	4150773	SAM & GEORGE
Registration Number:	4150675	SHOP SMART, DO GOOD
Registration Number:	0842894	SAKS WASHINGTON
Registration Number:	1508328	SAKS JANDEL
Registration Number:	1197494	THE FIFTH AVENUE CLUB
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

Property Type	Number	Word Mark
Registration Number:	1807656	S5A
Registration Number:	1783095	S5A
Registration Number:	4002313	OFF 5TH
Registration Number:	3997431	OFF 5TH
Registration Number:	1976296	OFF 5TH
Registration Number:	4699866	OFF 5TH
Registration Number:	4699867	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
Registration Number:	2024140	SAKSFIRST
Registration Number:	1839730	CAFE SFA
Registration Number:	4625024	#SAKSIN6
Serial Number:	86041155	DISTINCTLY HOME
Serial Number:	85578545	1670
Serial Number:	78880387	GOVERNOR'S CHOICE
Serial Number:	86459314	CHRISTMAS STREET
Serial Number:	86397166	THE ROOM
Serial Number:	85351394	COMPANY OF ADVENTURERS N
Serial Number:	85293668	COMPANY OF ADVENTURERS
Serial Number:	85974463	LORD & TAYLOR 424 FIFTH
Serial Number:	85780667	BEAUTY THE GUIDE
Serial Number:	86627572	BIRDCAGE
Serial Number:	86627570	BIRDCAGE
Serial Number:	86412432	DESIGN LAB
Serial Number:	86729041	FIND@LORD & TAYLOR
Serial Number:	86739914	FIND@LORD & TAYLOR
Serial Number:	86698749	LABORATORY. LORD & TAYLOR MAN
Serial Number:	86703054	LORD & TAYLOR
Serial Number:	86439178	LORD & TAYLOR ANNEX
Serial Number:	86439182	LORD & TAYLOR ANNEX
Serial Number:	86439181	LORD & TAYLOR ANNEX
Serial Number:	86439180	LORD & TAYLOR ANNEX
Serial Number:	85626481	
Serial Number:	85877983	RED SAKS FIFTH AVENUE

Property Type	Number	Word Mark
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
Serial Number:	86208130	MADISON SUPPLY
Serial Number:	86422683	O5
Serial Number:	86370159	SO5
Serial Number:	86703045	THE VAULT AT SAKS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/30/2015

Total Attachments: 11

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Hudson's Bay Company
2. Lord & Taylor LLC
3. Saks Incorporated
4. Saks & Company LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. Canada; 2. USA-DE; 3. USA-TN; 4. USA-DE

Citizenship (see guidelines) 1. Canada; 2-4. USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 30, 2015

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Bank of America, N.A., as Collateral Agent

Attn: MAC Legal Insurance Monitoring, Mail Code:

Street Address: TX1-492-14-06, 901 Main St., 14th Floor

City: Dallas

State: TX

Country: USA

Zip: 75202

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

103

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 30, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2015 (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 such term is defined in the Security Agreement (as defined below)).

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 Term Loan Credit Agreement dated as of September 30, 2015 (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. Security Agreement dated as of September 30, 2015 (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.

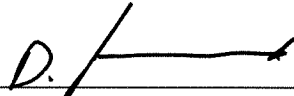
SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral 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.

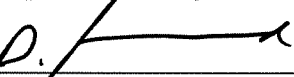
[Signature Page Follows]

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 written above.

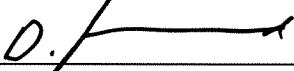
HUDSON'S BAY COMPANY

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

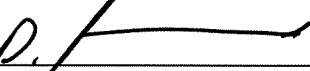
LORD & TAYLOR LLC

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

SAKS INCORPORATED

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

SAKS & COMPANY LLC

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

[Signature Page to U.S. Trademark Security Agreement]

Acknowledged:

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

By: 

Name:

Rosanne Parsill

Title:

Vice President

[Signature Page to U.S. Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

Trademark	Owner	Reg. Number
THE BAY (Design)	GC/HBC ¹	1,164,906
FOUR POINT DESIGN	GC/HBC	291,625
HUDSON'S BAY	GC/HBC	1,116,411
HUDSON'S BAY	GC/HBC	1,191,220
HUDSON'S BAY COMPANY	GC/HBC	4,171,901
HUDSON'S BAY 'POINT'	HBC	220,747
MULTI-STRIPE Design	GC/HBC	3,718,624
HBC	GC/HBC	4,783,777
HBC	GC/HBC	4,783,776
HUDSON'S BAY COMPANY	GC/HBC	3,734,281
MULTISTRIPE Design	GC/HBC	4,286,370
POINT	GC/HBC	274, 403
THREE AND ONE HALF POINT DESIGN	HBC	291,639

Trademark	Owner	Reg. No.
America's Dress Address	Lord & Taylor LLC	1,720,961
Beauty. Now	Lord & Taylor LLC	2,929,831
Beauty. Now	Lord & Taylor LLC	2,696,590
Bringing Style Home	Lord & Taylor LLC	3,963,700
Cafe 424	Lord & Taylor LLC	1,809,802
Just In Time	Lord & Taylor	2,096,541

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

Trademark	Owner	Reg. No.
	LLC	
Kate Hill	Lord & Taylor LLC	2,521,282
Lord & Taylor	Lord & Taylor LLC	1,960,413
Lord & Taylor (stylized)	Lord & Taylor LLC	0222,001
Lord & Taylor (stylized)	Lord & Taylor LLC	3,488,202
Lord & Taylor	Lord & Taylor LLC	3,488,206
Lunch Break!	Lord & Taylor LLC	3,978,802
My Favorite Store	Lord & Taylor LLC	3,750,379
Black Brown 1826	Lord & Taylor LLC	3,705,958
Black Brown 1826	Lord & Taylor LLC	4,280,539
Just Max	Lord & Taylor LLC	4,150,774
Sam & George	Lord & Taylor LLC	4,150,773
Shop Smart, Do Good	Lord & Taylor LLC	4,150,675

Trademark	Owner	Registration Number
SAKS WASHINGTON (Stylized)	Saks Incorporated	842,894
SAKS JANDEL	Saks Incorporated	1,508,328
THE FIFTH AVENUE CLUB (Stylized)	Saks & Company LLC	1,197,494
SALON Z	Saks & Company LLC	2,187,889
SALON Z	Saks & Company LLC	1,707,494
SAKS FIFTH	Saks & Company LLC	4,093,993

AVENUE THREADS		
SAKS FIFTH AVENUE OFF 5TH and Design	Saks & Company LLC	3,551,064
SAKS FIFTH AVENUE	Saks & Company LLC	628,489
SAKS FIFTH AVENUE	Saks & Company LLC	635,368
SAKS FIFTH AVENUE (Stylized)	Saks & Company LLC	620,917
SAKS FIFTH AVENUE and Design	Saks & Company LLC	3,368,500
SAKS FIFTH AVENUE (Stylized)	Saks & Company LLC	2,221,406
SAKS FIFTH AVENUE	Saks & Company LLC	1,994,280
SAKS FIFTH AVENUE	Saks & Company LLC	1,667,955
SAKS FIFTH AVENUE	Saks & Company LLC	1,359,451
SAKS FIFTH AVENUE (Stylized)	Saks & Company LLC	1,180,633
SAKS FIFTH AVENUE	Saks & Company LLC	1,180,632
SAKS FIFTH AVENUE	Saks & Company LLC	737,308
SAKS FIFTH AVENUE	Saks & Company LLC	631,799
SAKS FIFTH AVENUE	Saks & Company LLC	627,814
SAKS & COMPANY	Saks & Company LLC	2,351,428
S5A and Design	Saks & Company LLC	1,807,656
S5A and Design	Saks & Company LLC	1,783,095
OFF 5TH and Design	Saks & Company LLC	4,002,313
OFF 5 TH (Stylized)	Saks & Company LLC	3,997,431

OFF 5TH and Design	Saks & Company LLC	1,976,296
OFF 5 TH	Saks & Company LLC	4699866
OFF 5 TH and Design	Saks & Company LLC	4699867
KEY TO THE CURE	Saks & Company LLC	2,869,986
FASHION FIX	Saks & Company LLC	4,333,792
E N S and Design	Saks & Company LLC	4,177,899
CLOTHES (REAL) SAKS FIFTH AVENUE and Design	Saks & Company LLC	3,890,516
2EAT@SAKS	Saks & Company LLC	3,606,435
10022-SHOE	Saks & Company LLC	4,245,596
SAKSFIRST	Saks & Company LLC	2024140
CAFE SFA	Saks & Company LLC	1839730
#SAKSIN6	Saks & Company LLC	4625024

TRADEMARK APPLICATIONS

Trademark	Owner	Application Number
DISTINCTLY HOME	GC/HBC	86,041,155 (ITU)
1670	GC/HBC	85,578,545 (ITU)
GOVERNOR'S CHOICE (U.S.)	GC/HBC	78, 880,387
CHRISTMAS STREET	GC/HBC	86459314
THE ROOM	GC/HBC	86397166 (ITU)
COMPANY OF ADVENTURERS N	GC	85351394

Trademark	Owner	Application Number
COMPANY OF ADVENTURERS	GC	85293668

Trademark	Owner	Application No.
Lord & Taylor 424 Fifth	Lord & Taylor LLC	85974463
Beauty the Guide	Lord & Taylor LLC	85780667
BIRDCAGE and Design	Lord & Taylor LLC	86627572
BIRDCAGE	Lord & Taylor LLC	86627570
DESIGN LAB and Design	Lord & Taylor LLC	86412432
FIND@LORD & TAYLOR	Lord & Taylor LLC	86729041
FIND@LORD & TAYLOR (Stylized)	Lord & Taylor LLC	86739914
LABORATORY. LORD & TAYLOR MAN (Stylized)	Lord & Taylor LLC	86698749
LORD & TAYLOR	Lord & Taylor LLC	86703054
LORD & TAYLOR ANNEX	Lord & Taylor LLC	86439178
LORD & TAYLOR ANNEX (Stylized)	Lord & Taylor LLC	86439182
LORD & TAYLOR ANNEX	Lord & Taylor LLC	86439181
LORD & TAYLOR ANNEX (Stylized)	Lord & Taylor LLC	86439180

Trademark	Owner	Application Number
Logo Design	Saks & Company LLC	85-626481
RED SAKS FIFTH AVENUE (Stylized)	Saks & Company LLC	85-877983
RED SAKS FIFTH AVENUE	Saks & Company LLC	85-877968
MORE and Design	Saks & Company LLC	85-626483

MORE	Saks & Company LLC	85-626482
GRAY SAKS FIFTH AVENUE	Saks & Company LLC	85-877969
BLUE SAKS FIFTH AVENUE (Stylized)	Saks & Company LLC	85-877986
BLUE SAKS FIFTH AVENUE	Saks & Company LLC	85-877970
BLACK SAKS FIFTH AVENUE (Stylized)	Saks & Company LLC	85-877981
BLACK SAKS FIFTH AVENUE	Saks & Company LLC	85-877965
GRAY SAKS FIFTH AVENUE	Saks & Company LLC	85-877985
MADISON SUPPLY	Saks & Company LLC	86-208130
O5	Saks & Company LLC	86-422683
SO5	Saks & Company LLC	86-370159
THE VAULT AT SAKS	Saks & Company LLC	86-703045