

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Connor Papers, LLC		07/11/2016	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barneys, Inc.		
<b>Street Address:</b>	575 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4233033	CONNOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<i>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.</i>			
<b>Phone:</b>	2129693000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Adam D. Siegartel		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>NAME OF SUBMITTER:</b>	Adam Siegartel		
<b>SIGNATURE:</b>	/Adam Siegartel/		
<b>DATE SIGNED:</b>	08/12/2016		
<b>Total Attachments: 3</b>			
source=Trademark Assignment Agreement (Fully Executed) (July 11 2016)#page1.tif			
source=Trademark Assignment Agreement (Fully Executed) (July 11 2016)#page2.tif			
source=Trademark Assignment Agreement (Fully Executed) (July 11 2016)#page3.tif			

CH \$40.00 4233033

## TRADEMARK ASSIGNMENT AGREEMENT

**TRADEMARK ASSIGNMENT AGREEMENT** dated as of July 11, 2016 (this "Agreement"), by and between Connor Papers, LLC, a New York limited liability company (the "Assignor") and Barney's, Inc., a New York corporation (the "Assignee").

WHEREAS, the Assignor is the owner of the mark listed on the attached Schedule A (the "Mark") which are the subject of registration in the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, the Assignee, pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor and the Assignee and the other parties thereto, is the successor to the business of the Assignor, which is ongoing and existing, is desirous of acquiring said Mark and said registration thereof, and the goodwill of the business in connection therewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee do hereby agree as follows:

1. Assignment. The Assignor does hereby assign unto said Assignee all right, title and interest in, to and under said Mark, together with the goodwill of the business symbolized by the Mark, and the USPTO registration as listed on Schedule A and all rights to damages or profits, due or accrued, arising out of past infringement of said Mark or injury to said goodwill, and the right to sue for and recover the same in Assignee's own name.

2. No Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the Assignor and the Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

3. Successors and Assigns. This Agreement shall bind and inure to the benefit of Sellers and Buyer and their respective successors and assigns.

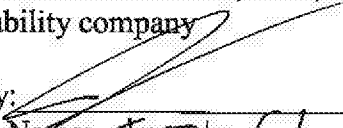
4. Governing Law. The interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to such State's conflicts of laws principles.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. This Agreement may be signed by facsimile or electronic copy and shall be valid and binding upon delivery of a signed copy by facsimile or electronic mail (or other electronic transmission).

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be executed by its duly authorized representative as of the day and year first above written.

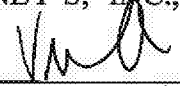
**ASSIGNOR:**

CONNOR PAPERS, LLC, a New York limited liability company

By:   
Name: Justin Felber  
Title: Co-founder

**ASSIGNEE:**

BARNEY'S, INC., a New York corporation

By:   
Name: Vince Phelan  
Title: CFO

Schedule A

U.S. Trademark Registration

<u>Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
CONNOR	4233033	October 30, 2012

#6410091 v6 \025367 \0001