

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Century 21, Inc.		12/27/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Century 21 Department Stores LLC		
Street Address:	22 Cortlandt Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86739557	SPEND LESS, STYLE MORE	
Registration Number:	5087876	DESIGNER BRANDS, AMAZING PRICES	
Serial Number:	87168771	WE SELL EVERYTHING, EXCEPT HOUSES	
Serial Number:	87168764	EXPERIENCE THE THRILL OF THE HUNT	
Registration Number:	4823502	C21 EDITION	
Registration Number:	3122405	CENTURY 21	
Registration Number:	1444608	CENTURY 21	
Registration Number:	4191242	BEST KEPT SECRET	
Registration Number:	4191243	CENTURY 21	
Registration Number:	4106423	NEW YORK'S BEST KEPT SECRET	
Registration Number:	4106422	FASHION WORTH FIGHTING FOR	
Registration Number:	4176610	UP TO 65% OFF. 100% OF THE TIME.	
Registration Number:	4106853	C21	
Registration Number:	4207321	AFFORD TO LOOK GREAT ANYTIME	
Registration Number:	4668891	THE BOUTIQUE OF OFF-PRICE	
Registration Number:	5055058	DELIVERING VALUE TO LIVE BETTER	
Serial Number:	86840089	GABRIELLA	
Registration Number:	2219278	BEST KEPT SECRET	

CH \$465.00 86739557

CORRESPONDENCE DATA**Fax Number:** 2125894201*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.***Phone:** 2125894200**Email:** rhorowitz@bakerlaw.com**Correspondent Name:** Robert B. G. Horowitz**Address Line 1:** Baker & Hostetler LLP**Address Line 2:** 45 Rockefeller Plaza, 14th Floor**Address Line 4:** New York, NEW YORK 10111

NAME OF SUBMITTER:	Robert B. G. Horowitz
SIGNATURE:	/Robert B. G. Horowitz/
DATE SIGNED:	12/29/2016

Total Attachments: 5

source=12-27-16 - Trademark Assignment - Century 21, Inc. to Century 21 Department Stores LLC (Execution Copy)#page1.tif

source=12-27-16 - Trademark Assignment - Century 21, Inc. to Century 21 Department Stores LLC (Execution Copy)#page2.tif

source=12-27-16 - Trademark Assignment - Century 21, Inc. to Century 21 Department Stores LLC (Execution Copy)#page3.tif

source=12-27-16 - Trademark Assignment - Century 21, Inc. to Century 21 Department Stores LLC (Execution Copy)#page4.tif

source=12-27-16 - Trademark Assignment - Century 21, Inc. to Century 21 Department Stores LLC (Execution Copy)#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 27th day of December, 2016, by and between Century 21, Inc., a New York corporation with an address of 22 Cortlandt Street, New York, New York 10007 ("Assignor"), and Century 21 Department Stores LLC, a New York limited liability company, with an address of 22 Cortlandt Street, New York, New York 10007 ("Assignee").

WHEREAS, Assignor owns (a) the trademarks listed on Schedule A hereto; (b) the corresponding trademark applications and registrations listed on Schedule A hereto and (c) all goodwill associated with such trademarks, trademark applications, and trademark registrations (the trademarks, applications, registrations, and goodwill, collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to sell, assign and convey the Trademarks to the Assignee, and Assignee wishes to purchase and assume the Trademarks; and

WHEREAS, the Assignment is part of a broader restructuring of Assignor, Assignee and its affiliates (the "Restructuring"); and

WHEREAS, pursuant to the Restructuring, the Trademarks are being consolidated in the Assignee pursuant to this Assignment.

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

1. Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of the Assignor's right, title, and interest in and to (a) the Trademarks; (b) causes of action, both in law and in equity, for past, present, and future infringement and other violations concerning the Trademarks; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (d) all rights corresponding to the foregoing throughout the world, except that Assignor retains the right to disapprove any future transfer or assignment of any of the Trademarks, in whole or in part. Within thirty (30) calendar days of a prospective assignment, Assignee will inform Assignor of such prospective assignment of the Trademarks and within fourteen (14) calendar days of receiving notice of such prospective assignment, Assignor will either approve or disapprove of the transfer.

2. Assignor authorizes the U.S. Commissioner for Patents and Trademarks and any other government officials throughout the world to record and register this Assignment upon Assignee's request.

3. Assignor further grants to Assignee the right to bring suit for and recover damages and all other relief for all infringements of and other violations concerning the Trademarks that have occurred prior to the date of this Assignment.

4. Assignor agrees to promptly execute all documents, assist in all proceedings, and take any further steps as Assignee may reasonably deem appropriate (at Assignee's sole cost and

expense) to effectuate the transfer of the Trademarks to Assignee and the perfection, registration, and recordation of the rights of Assignee thereto.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule thereof.

[Signature Page Follows]

ASSIGNOR:

CENTURY 21, INC.

By: 

Printed Name: Ezra Sultan

Title: Co-Chief Financial Officer

ASSIGNEE:

CENTURY 21 DEPARTMENT STORES LLC

By: 

Printed Name: Ezra Sultan

Title: Co-Chief Financial Officer

SCHEDULE A

Trademarks

Mark Name	Application Number	Registration Number	Country
SPEND LESS, STYLE MORE	86739557	N/A	UNITED STATES
DESIGNER BRANDS, AMAZING PRICES	86739569	5087876	UNITED STATES
WE SELL EVERYTHING, EXCEPT HOUSES	87168771	N/A	UNITED STATES
EXPERIENCE THE THRILL OF THE HUNT	87168764	N/A	UNITED STATES
C21 EDITION	86346214	4823502	UNITED STATES
CENTURY 21	76621757	3122405	UNITED STATES
CENTURY 21	73628074	1444608	UNITED STATES
CENTURY 21	85131964	4191243	UNITED STATES
BEST KEPT SECRET	85131961	4191242	UNITED STATES
NEW YORK'S BEST KEPT SECRET	85131957	4106423	UNITED STATES
FASHION WORTH FIGHTING FOR	85131953	4106422	UNITED STATES

UP TO 65% OFF 100% OF THE TIME	85268871	4176610	UNITED STATES
C21	85295306	4106853	UNITED STATES
AFFORD TO LOOK GREAT ANYTIME	85348614	4207321	UNITED STATES
THE BOUTIQUE OF OFF-PRICE	86131364	4668891	UNITED STATES
DELIVERING VALUE TO LIVE BETTER	86290123	5055058	UNITED STATES
GABRIELLA	86840089	N/A	UNITED STATES
BEST KEPT SECRET	75103797	2219278	UNITED STATES
CENTURY 21	0797193	TMA482453	CANADA
CENTURY 21	1815483	N/A	CANADA
CENTURY 21	95/596840	95596840	FRANCE
CENTURY 21	2051792	2051792	GREAT BRITAIN
CENTURY 21	MI/2005/010357	1143744	ITALY
CENTURY 21	A0063817	N/A	WIPO
CENTURY 21	A0063870	N/A	WIPO