

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413329

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|---|
| CENTURY 21 DEPARTMENT STORES LLC | | 01/04/2017 | Limited Liability Company: NEW YORK |
| L.I. 2000, INC. | | 01/04/2017 | Corporation: NEW YORK |
| C21 GA BLUE LLC | | 01/04/2017 | Limited Liability Company: NEW YORK |
| C21 SAWGRASS BLUE, LLC | | 01/04/2017 | Limited Liability Company: FLORIDA |
| CENTURY 21 DEPARTMENT STORES OF NEW JERSEY, L.L.C. | | 01/04/2017 | Limited Liability Company: NEW JERSEY |
| CENTURY 21 GARDENS OF JERSEY, LLC | | 01/04/2017 | Limited Liability Company: NEW JERSEY |
| C21 PHILADELPHIA LLC | | 01/04/2017 | Limited Liability Company: PENNSYLVANIA |
| CENTURY 21 FULTON LLC | | 01/04/2017 | Limited Liability Company: NEW YORK |
| GIFTCO 21, INC. | | 01/04/2017 | Corporation: VIRGINIA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | JPMORGAN CHASE BANK, N.A., as Administrative Agent |
| Street Address: | 277 Park Avenue, 22nd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10172 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------------------------------|
| Serial Number: | 86739569 | DESIGNER BRANDS, AMAZING PRICES |
| Serial Number: | 87168771 | WE SELL EVERYTHING, EXCEPT HOUSES |
| Serial Number: | 87168764 | EXPERIENCE THE THRILL OF THE HUNT |
| Serial Number: | 86346214 | C21 EDITION |
| Serial Number: | 76621757 | CENTURY 21 |
| Serial Number: | 73628074 | CENTURY 21 |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------------|
| Serial Number: | 85131964 | CENTURY 21 |
| Serial Number: | 85131961 | BEST KEPT SECRET |
| Serial Number: | 75103797 | BEST KEPT SECRET |
| Serial Number: | 85131957 | NEW YORK'S BEST KEPT SECRET |
| Serial Number: | 85131953 | FASHION WORTH FIGHTING FOR |
| Serial Number: | 85268871 | UP TO 65% OFF. 100% OF THE TIME. |
| Serial Number: | 85295306 | C21 |
| Serial Number: | 85348614 | AFFORD TO LOOK GREAT ANYTIME |
| Serial Number: | 86131364 | THE BOUTIQUE OF OFF-PRICE |
| Serial Number: | 86290123 | DELIVERING VALUE TO LIVE BETTER |
| Serial Number: | 86840089 | GABRIELLA |
| Serial Number: | 86739557 | SPEND LESS, STYLE MORE |

CORRESPONDENCE DATA

Fax Number: 6173417729

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | Katarzyna Gaysunas |
| SIGNATURE: | /Katarzyna Gaysunas/ |
| DATE SIGNED: | 01/23/2017 |

Total Attachments: 7

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- source=Trademark Security Agreement [Executed]#page2.tif
- source=Trademark Security Agreement [Executed]#page3.tif
- source=Trademark Security Agreement [Executed]#page4.tif
- source=Trademark Security Agreement [Executed]#page5.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is entered into as of January 4, 2017 by and among CENTURY 21 DEPARTMENT STORES LLC, a New York limited liability company (“Century 21 Department Stores”), L.I. 2000, INC., a New York corporation (“L.I. 2000” and, together with Century 21 Department Stores, collectively, the “Borrowers” and each individually a “Borrower”), C21 GA BLUE LLC, a New York limited liability company (“C21 GA Blue”), C21 SAWGRASS BLUE, LLC, a Florida limited liability company (“C21 Sawgrass”), CENTURY 21 DEPARTMENT STORES OF NEW JERSEY, L.L.C., a New Jersey limited liability company (“Century 21 New Jersey”), CENTURY 21 GARDENS OF JERSEY, LLC, a New Jersey limited liability company (“Century 21 Gardens”), C21 PHILADELPHIA LLC, a Pennsylvania limited liability company (“C21 Philadelphia”), CENTURY 21 FULTON LLC, a New York limited liability company (“Century 21 Fulton”), GIFTCO 21, INC., a Virginia corporation (“GiftCo”), each of the Subsidiaries of the Borrowers signatory hereto from time to time (such Subsidiaries, together with the Borrowers, C21 GA Blue, C21 Sawgrass, Century 21 New Jersey, Century 21 Gardens, C21 Philadelphia, Century 21 Fulton and Giftco, collectively, the “Grantors” and each individually a “Grantor”), and JPMORGAN CHASE BANK, N.A. in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, the Borrowers, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties) that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties), to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Licenses of Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of a Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Lenders and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g., via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

9. **CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.**

10. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

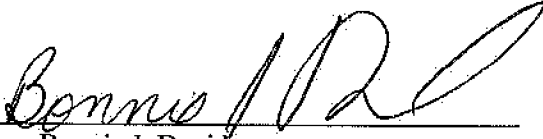
CENTURY 21 DEPARTMENT STORES LLC,
L.I. 2000, INC.,
C21 GA BLUE LLC,
C21 SAWGRASS BLUE, LLC,
CENTURY 21 DEPARTMENT STORES OF NEW
JERSEY, L.L.C.,
CENTURY 21 GARDENS OF JERSEY, LLC,
C21 PHILADELPHIA LLC,
CENTURY 21 FULTON LLC AND
GIFTCO 21, INC.

By: 

Name: Isaac A. Gindi

Title: Co-Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Bonnie J. David
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor: Century 21 Department Stores LLC

| 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 |
| BEST KEPT SECRET | 75103797 | 2219278 | 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 |
| CENTURY 21 | 0797193 | TMA482453 | CANADA |
| CENTURY 21 | 1815483 | N/A | CANADA |
| CENTURY 21 | 95/596840 | 95596840 | FRANCE |

DB1/ 89867641.5

TRADEMARK
REEL: 005972 FRAME: 0955

| | | | |
|------------|----------------|---------|------------------|
| 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 |

Trade Names

Century 21
Century 21 Stores
Century 21 Department Stores
C21
C21 Stores
C21 Departments Stores

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.