TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM439611

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE: BI to BDS, BI to PSI, PSI to BDS	
RESUBMIT DOCUMENT ID:	900415732

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boscov's, Inc.		07/28/2017	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Boscov's Department Store, LLC	
Street Address:	4500 Perkiomen Avenue	
City:	Reading	
State/Country:	PENNSYLVANIA	
Postal Code:	19606-0516	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark	
Registration Number:	1290249	PRESWICK & MOORE	
Registration Number:	1417523	ARCHITECT	
Registration Number:	1510486	BOSCOV'S	
Registration Number:	1629090	HASTING & SMITH	
Registration Number:	1765311	CROSS & WINSOR	
Registration Number:	2575237	STARTING POINT	
Registration Number:	3626519	MOUNTAIN RIDGE	
Registration Number:	3784091	ASHLEY COOPER	
Registration Number:	3174872	KITCHEN CORNER	
Registration Number:	4049164	BOSCOVERAGE	
Registration Number:	4049333	В	
Registration Number:	4053176	ARCHITECT	
Registration Number:	4118018	NEW@TITUDE	
Registration Number:	4205371	PRESWICK & MOORE	
Registration Number:	4205578	ASHLEY COOPER	
Registration Number:	4338231	GARDEN PARTY	
Registration Number:	4334983	BE SAFE. BE SECURE. BE SURE.	
Registration Number:	4509240	В	

TRADEMARK REEL: 006132 FRAME: 0064

900417703

Property Type	Number	Word Mark
Registration Number:	4657816	METALIX
Serial Number:	87039823	OLIVIA PARKER

CORRESPONDENCE DATA

Fax Number: 3149890848

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: 3149953977

Email:ddonahue@cvlfirm.comCorrespondent Name:Dennis JM Donahue IIIAddress Line 1:9648 Olive Blvd., No. 226Address Line 4:St. Louis, MISSOURI 63141

ATTORNEY DOCKET NUMBER:	BDS-01
NAME OF SUBMITTER:	Dennis JM Donahue III
SIGNATURE:	/Dennis JM Donahue III/
DATE SIGNED:	08/17/2017

Total Attachments: 9

source=Assignment of Rights in Trademarks - Boscov's, Inc. to Boscov's Department Store, LLC#page1.tif source=Assignment of Rights in Trademarks - Boscov's, Inc. to Boscov's Department Store, LLC#page3.tif source=Assignment of Rights in Trademarks - Boscov's, Inc. to Boscov's, PSI#page1.tif source=Assignment of Rights in Trademarks - Boscov's, Inc. to Boscov's, PSI#page2.tif source=Assignment of Rights in Trademarks - Boscov's, Inc. to Boscov's, PSI#page3.tif source=Assignment of Rights in Trademarks - Boscov's PSI, Inc. to Boscov's Department Store, LLC#page1.tif source=Assignment of Rights in Trademarks - Boscov's PSI, Inc. to Boscov's Department Store, LLC#page2.tif source=Assignment of Rights in Trademarks - Boscov's PSI, Inc. to Boscov's Department Store, LLC#page3.tif

TRADEMARK REEL: 006132 FRAME: 0065

THIS ASSIGNMENT, effective as of the day of ______, 2017, is made by Boscov's, Inc. (the "Assignor") to Boscov's Department Store, LLC. (the "Assignee").

WITNESSETH:

WHEREAS, Assignor has agreed to assign to Assignee 99% of the rights in and to the trademarks listed on Schedule A, attached hereto, with the goodwill associated with the marks ("Trademarks").

WHEREAS, Assignor desires to transfer and assign to Assignee 99% of Assignor's rights, titles and interests in and to the Trademarks together with the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

WHEREAS, Assignee desires to acquire from Assignor the Trademarks together with the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors and assigns, 99% of Assignor's interest in and to the Trademarks within the United States and throughout the world, together with all of the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that Assignor will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

This document may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of the executed document.

EXECUTED this 2 day of _______, 20/4.

ASSIGNOR BOSCOV'S, INC., a Pennsylvania corporation
By: Marie A. Miller Senior Executive Vice President, Chief Administrative Officer, Chief Financial Officer, and Treasurer
STATE OF A SS, COUNTY OF SULLA SS,
I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, National Modeline, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and official seal this
ASSIGNEE BOSCOV'S DEPARTMENT STORE, LLC, a Delaware limited liability company By: Marie A. Miller Senior Executive Vice President, Chief Administrative Officer, Chief Financial Officer, and Treasurer
STATE OF A) SS. COUNTY OF A)
I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, A Public in personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes
therein set forth. GIVEN under my hand and official seal this

TRADEMARK
REEL: 006132 FRAME: 0067

Schedule A

Pending & Registered Trademarks

Word Mark	Ser. No.	Reg. No.
ARCHITECT	85311925	4053176
ARCHITECT	73587223	1417523
ASHLEY COOPER	85533805	4205578
ASHLEY COOPER	77827686	3784091
B (Stylized) & Circle Design Logo	85300695	4049333
B (Stylized) & Shield Design Logo	85849662	4509240
BE SAFE. BE SECURE. BE SURE.	85775386	4334983
BOSCOVERAGE	85289905	4049164
BOSCOV'S	73688945	1510486
BOSCOV'S	8011735 (Chi	
CROSS & WINSOR	74225590	1765311
GARDEN PARTY	85729717	4338231
HASTING & SMITH	74040910	1629090
KITCHEN CORNER	78405778	3174872
METALIX	86239234	4657816
MOUNTAIN RIDGE	77592491	3626519
NEW@TITUDE	85372337	4118018
OLIVIA PARKER	87039823	TBD - Allowed
PRESWICK & MOORE	85530955	4205371
PRESWICK & MOORE	73431582	1290249
STARTING POINT	76036230	2575237

US Registrations Unless Otherwise Noted

TRADEMARK REEL: 006132 FRAME: 0068

THIS ASSIGNMENT, effective as of the Aday of ______, 2017, is made by Boscov's, Inc. (the "Assignor") to Boscov's PSI, Inc. (the "Assignee").

WITNESSETH:

WHEREAS, Assignor has agreed to assign to Assignee 1% of the rights in and to the trademarks listed on Schedule A, attached hereto, with the goodwill associated with the marks ("Trademarks").

WHEREAS, Assignor desires to transfer and assign to Assignee 1% of Assignor's rights, titles and interests in and to the Trademarks together with the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

WHEREAS, Assignee desires to acquire from Assignor the Trademarks together with the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors and assigns, 1% of Assignor's interest in and to the Trademarks within the United States and throughout the world, together with all of the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that Assignor will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

This document may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of the executed document.

EXECUTED this 28^{44} day of $=\overline{15/4}$, 2017.

ASSIGNOR BOSCOV'S, INC., a Pennsylvania corporation
By: Warie A. Miller Senior Executive Vice President, Chief Administrative Officer, Chief Financial Officer, and Treasurer
STATE OF //) COUNTY OF Secks) SS.
I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, Make A Miles, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and official seal this day of 20/. COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Sherrie L. Sones, Notary Public Robeson Twp., Berks County My Commission Expires Nov. 25, 2018 WEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES
ASSIGNEE BOSCOV'S PSI, INC., a Pennsylvania corporation
By: Marie A. Miller Senior Executive Vice President, Chief Administrative Officer, Chief Financial Officer, and Treasurer
STATE OF A) SS. COUNTY OF SOLLA)
I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, Appearsonally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and official seal this day of

TRADEMARK REEL: 006132 FRAME: 0070

Schedule A

Pending & Registered Trademarks

Word Mark	Ser. No.	Reg. No.
ARCHITECT	85311925	4053176
ARCHITECT	73587223	1417523
ASHLEY COOPER	85533805	4205578
ASHLEY COOPER	77827686	3784091
B (Stylized) & Circle Design Logo	85300695	4049333
B (Stylized) & Shield Design Logo	85849662	4509240
BE SAFE, BE SECURE, BE SURE.	85775386	4334983
BOSCOVERAGE	85289905	4049164
BOSCOV'S	73688945	1510486
BOSCOV'S	8011735 (Chi	na)
CROSS & WINSOR	74225590	1765311
GARDEN PARTY	85729717	4338231
HASTING & SMITH	74040910	1629090
KITCHEN CORNER	78405778	3174872
METALIX	86239234	4657816
MOUNTAIN RIDGE	77592491	3626519
NEW@TITUDE	85372337	4118018
OLIVIA PARKER	87039823	TBD - Allowed
PRESWICK & MOORE	85530955	4205371
PRESWICK & MOORE	73431582	1290249
STARTING POINT	76036230	2575237

US Registrations Unless Otherwise Noted

3

THIS ASSIGNMENT, effective as of the day of _____, 2017, is made by Boscov's PSI, Inc. (the "Assignor") to Boscov's Department Store, LLC (the "Assignee").

WITNESSETH:

WHEREAS. Assignor has agreed to assign to Assignee 1% of the rights in and to the trademarks listed on Schedule A, attached hereto, with the goodwill associated with the marks ("Trademarks").

WHEREAS, Assignor desires to transfer and assign to Assignee 1% of Assignor's rights, titles and interests in and to the Trademarks together with the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

WHEREAS, Assignee desires to acquire from Assignor the Trademarks together with the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors and assigns, 1% of Assignor's interest in and to the Trademarks within the United States and throughout the world, together with all of the goodwill of the goods and services with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that Assignor will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

This document may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of the executed document.

EXECUTED this 28 day of 30%.

Trademark Assignment (Boscov's PSI to Boscov's Department Store)

TRADEMARK REEL: 006132 FRAME: 0072

ASSIGNOR BOSCOV'S PSI, INC., a Pennsylvania corporation
By: Marie A. Miller Senior Executive Vice President, Chief Administrative Officer, Chief Financial Officer, and Treasurer
STATE OF 1/4) SS. COUNTY OF Section) SS.
I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, And the State aforesaid, DO whose name is subscribed to the foregoing instrument, appeared before me this day in person, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and official seal this day of
ASSIGNEE BOSCOV'S DEPARTMENT STORE, LLC, a Delaware limited liability company
By: Marie A. Miller Senior Executive Vice President, Chief Administrative Officer, Chief Financial Officer, and Treasurer
STATE OF
I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, And

Trademark Assignment (Boscov's PSI to Boscov's Department Store) 2

Schedule A

Pending & Registered Trademarks

Word Mark	Ser. No.	Reg. No.
ARCHITECT	85311925	4053176
ARCHITECT	73587223	1417523
ASHLEY COOPER	85533805	4205578
ASHLEY COOPER	77827686	3784091
B (Stylized) & Circle Design Logo	85300695	4049333
B (Stylized) & Shield Design Logo	85849662	4509240
BE SAFE, BE SECURE, BE SURE.	85775386	4334983
BOSCOVERAGE	85289905	4049164
BOSCOV'S	73688945	1510486
BOSCOV'S	8011735 (Chi	na)
CROSS & WINSOR	74225590	1765311
GARDEN PARTY	85729717	4338231
HASTING & SMITH	74040910	1629090
KITCHEN CORNER	78405778	3174872
METALIX	86239234	4657816
MOUNTAIN RIDGE	77592491	3626519
NEW@TITUDE	85372337	4118018
OLIVIÁ PARKER	87039823	TBD - Allowed
PRESWICK & MOORE	85530955	4205371
PRESWICK & MOORE	73431582	1290249
STARTING POINT	76036230	2575237

US Registrations Unless Otherwise Noted

TRADEMARK

REEL: 006132 FRAME: 0074

RECORDED: 08/01/2017