

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501121

<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>
Macy's Merchandising Group, Inc.		12/07/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macy's IP Holdings, LLC		
<b>Street Address:</b>	7 West Seventh Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4323109	BAR III	
<b>Registration Number:</b>	4089156	BAR III	
<b>Serial Number:</b>	87456678	BAR III	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	212-336-80		
<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>	212-336-8050		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Chester Rothstein, Esq., Amster, et al.		
<b>Address Line 1:</b>	90 Park Avenue, 21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Chester Rothstein		
<b>SIGNATURE:</b>	/Chester Rothstein/		
<b>DATE SIGNED:</b>	12/07/2018		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into effective as of November \_\_, 2018 (the "Effective Date").

WHEREAS, **Macy's Merchandising Group, Inc.**, a corporation organized under the laws of Delaware with an address at 11 Penn Plaza, 12<sup>th</sup> Floor, New York, NY 10001 (hereinafter "**Assignor**"), is the owner of all right, title and interest in the United States in and to the trademark BAR III (hereinafter the "**Trademark**") and all goodwill of the business symbolized thereby and/or associated therewith; and

WHEREAS, Assignor is the owner of the following United States Trademark Registrations and Applications for the Trademark:

<u>REG./App. NUMBER</u>	<u>CLASSES AND GOODS</u>
Reg. 4,323,109	Class 20: pillows, namely, accent pillows, bed pillows, decorative pillows and cushions; drapery and curtain hardware, namely, hooks, rods, rings, poles and finials.  Class 24: bed blankets; bed sheets; bed skirts; bed throws; blanket throws; comforters; coverlets; duvet covers; mattress pads and protectors; pillow shams; sheet sets; quilts.
Reg. 4,089,156	Class 25: women's and men's apparel and accessories, namely, belts, blazers, blouses, capris, cardigans, coats, dresses, jackets, jumpsuits, leather jackets, pants, scarves, shirts,

	shorts, sports coats, sports jackets, sports shirts, suits, sweaters, t-shirts, trousers.
App. No.: 87/456,678	<p>Class 3: cosmetics, namely, blush, bronzer, concealer, eye liner, eye shadow, face and body powder, foundation, lip gloss, lipstick, mascara, nail polish, make-up sets, compacts containing make-up, make-up removing gels and creams</p> <p>Class 21: cosmetic brushes; applicator wands and sticks for applying make-up; facial sponges for applying make-up; make-up brush holders</p>

(collectively and individually, the “**Registrations and Applications**”); and

WHEREAS, **Macy's IP Holdings, LLC**, a limited liability company organized under the laws of the Ohio with an address at 7 West Seventh Street, Cincinnati, OH 45202 (hereinafter “**Assignee**”), desires to acquire all of Assignor’s right, title, and interest in and to the Trademark and the Registrations and Applications, and all goodwill of the business symbolized thereby and/or associated therewith.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the Trademark and the Registrations and Applications, together with the goodwill of the business symbolized thereby and/or associated therewith. To the extent this assignment concerns and/or involves trademarks and service marks and Applications and Registrations that are the subject of applications under §1(b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), for which Statements of Use have not yet been filed in the U.S. Patent and Trademark Office, this assignment is to a successor to the business of Assignor or to a successor to

the segment and/or portion of the Assignor's business to which such trademarks and service marks specifically pertain.

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed by its duly authorized officer, effective as of the Effective Date stated above.

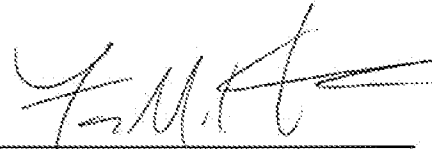
**ASSIGNOR**

MACY'S MERCHANDISING GROUP, INC.

By:   
Name: FAWN M. HORVATH  
Title: ASSISTANT SECRETARY  
Date: 12/7/18

**ASSIGNEE**

MACY'S IP HOLDINGS, LLC

By:   
Name: FAWN M. HORVATH  
Title: ASSISTANT SECRETARY  
Date: 12/7/18