

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barney's, Inc.		11/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ABG-Barneys, LLC		
Street Address:	1411 Broadway, 4th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	4573445	B3	
Registration Number:	1371828	BARNEYS	
Registration Number:	1337912	BARNEYS	
Registration Number:	0740068	BARNEY'S	
Registration Number:	2073088	BARNEYS NEW YORK	
Registration Number:	1332229	BARNEYS NEW YORK	
Registration Number:	2571696	BARNEYS NEW YORK	
Registration Number:	2766664	BARNEYS NEW YORK	
Registration Number:	2608036	BARNEYS NEW YORK FREE STUFF	
Registration Number:	4736252	BARNEYS NEW YORK MADE TO MEASURE	
Registration Number:	4343133	BARNEYS NEW YORK WAREHOUSE	
Registration Number:	3088046	BARNEYS NEW YORK	
Registration Number:	2963769	BARNEYS NEW YORK	
Registration Number:	2583246	BARNEYS NEW YORK	
Registration Number:	1620003	BARNEYS NEW YORK	
Registration Number:	4508768	BARNEYS UNIVERSITY	
Registration Number:	4475496	BARNEYS UNIVERSITY	
Registration Number:	4478388	BARNEYS UNIVERSITY WHERE LEARNING IS STY	
Registration Number:	4343134	BARNEYS WAREHOUSE	

OP \$1440.00 4573445

Property Type	Number	Word Mark
Registration Number:	4760492	BASCO
Registration Number:	4790842	B A S C O BARNEYS SPORTSWEAR COMPANY
Registration Number:	1793956	CHELSEA PASSAGE
Registration Number:	3070632	CHELSEA PASSAGE
Registration Number:	4233033	CONNOR
Registration Number:	2983421	CO-OP
Registration Number:	2847734	CO-OP
Registration Number:	2847733	CO-OP
Registration Number:	2802702	CO-OP BARNEYS NEW YORK
Registration Number:	5675074	FIVESEVENTYFIVE
Registration Number:	4182469	FREDS AT BARNEY'S NEW YORK
Registration Number:	2144170	FRED'S AT BARNEYS NEW YORK
Registration Number:	4243203	FREDS AT BARNEYS NEW YORK
Registration Number:	4332323	GET DOWN TO BUSINESS
Registration Number:	2501785	GET IT RIGHT
Registration Number:	2479769	GIVE GOOD GIFT
Registration Number:	4422006	LOCKED IN BARNEYS
Registration Number:	4827758	MADE TO MEASURE BARNEYS NEW YORK
Registration Number:	3088067	
Registration Number:	2559933	
Registration Number:	2927627	
Registration Number:	4404251	MOST LOVED
Registration Number:	4401191	MOST LOVED VV
Registration Number:	4235176	MY BARNEYS BAG
Registration Number:	4444648	N
Registration Number:	4951545	N NEW ARRIVAL
Registration Number:	4439121	PURPLE CARD
Registration Number:	1678142	SELECT, DON'T SETTLE.
Registration Number:	2552600	TASTE, LUXURY, HUMOR
Registration Number:	2294407	THE BOOK OF KNOWLEDGE
Registration Number:	2744455	THE FOUNDATION
Registration Number:	2782869	THE FOUNDATION
Registration Number:	4068621	THE WINDOW
Registration Number:	4411833	V FAVORITES
Registration Number:	4247329	X AND O
Registration Number:	4247333	XO EXCLUSIVELYOURS
Registration Number:	2867636	COOP BARNEYS NEW YORK
Registration Number:	5860038	BARNEYS NEW YORK INFLUENCER

CORRESPONDENCE DATA**Fax Number:**

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: 6464909839
Email: trademark@abg-nyc.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, 4th floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	11/04/2019

Total Attachments: 17

source=Barneys - ABG - Exhibit C - Trademark Assignment Agreement (EXECUTED)_(64622163_8)#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is entered into as of November 1, 2019 by and between ABG-Barneys, LLC, a Delaware limited liability company ("Assignee") and each other Person that is a signatory hereto (each, an "Assignor" and collectively, "Assignors").

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of October 16, 2019 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignors;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignors, all of Assignors' direct or indirect right, title and interest in, to and under certain assets, including, without limitation, rights associated with Trademarks (whether registered, unregistered or pending), historical trademark files, trade dress, service marks, service names, trade names, brand names, product names (including private label product names), logos, domain names, internet rights (including, IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law but subject to Section 6.1(d) of the Purchase Agreement) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing, including, without limitation, the registered trademarks and trademark applications identified on Schedule A attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignors do hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Liens, (a) all of Assignor's worldwide right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications,

renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the date hereof. Together with Assignors' worldwide right, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignors hereby authorize and request the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase

Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, each Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks. Assignors hereby grant to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world, provided that Assignee has given Assignors prior notice of the insertion of such further identification.

8. Closing. This Assignment is effective as of the Closing.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignors on behalf of Assignee and Assignors, respectively.

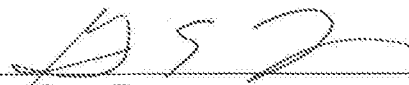
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 9.7 of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

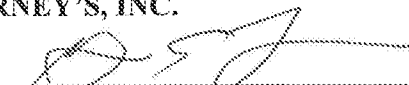
IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNORS:

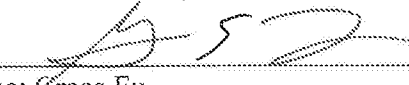
BARNEYS NEW YORK, INC.

By: 
Name: Grace Fu
Title: Authorized Signatory

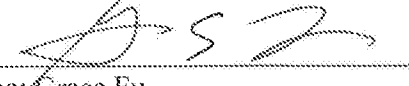
BARNEY'S, INC.

By: 
Name: Grace Fu
Title: Authorized Signatory

BNY CATERING, INC.

By: 
Name: Grace Fu
Title: Authorized Signatory

BNY LICENSING CORP.

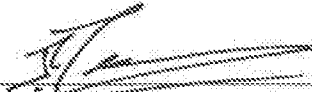
By: 
Name: Grace Fu
Title: Authorized Signatory

BARNEYS ASIA CO. LLC

By: 
Name: Grace Fu
Title: Authorized Signatory

ASSIGNEE:

ABG-BARNEYS, LLC

By: 
Name: Jay Dubiaz
Title: General Counsel

**POWER OF ATTORNEY
(Trademarks)**

Each of the undersigned, BARNEY'S NEW YORK, INC., a Delaware corporation, and BARNEY'S, INC., a New York corporation (individually and collectively, "BARNEY'S"), hereby appoint ABG-BARNEYS, LLC, a Delaware limited liability company (the "COMPANY"), and any and all officers thereof, as the undersigned's true and lawful attorney-in-fact and agent, effective as of the closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date thereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), by and among BARNEY'S and the COMPANY, for its use and benefit solely as follows

Prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the proper authority any and all documents necessary or desirable to effectuate, confirm, file and/or record a transfer or assignment to the COMPANY of all worldwide rights in and to the Trademarks (as such term is defined in that certain Trademark Assignment Agreement, dated as of November 1, 2019, by and between BARNEY'S and the COMPANY (the "Trademark Assignment")).


The undersigned hereby grants to such attorney-in-fact full irrevocable power and authority, in the place of BARNEY'S and in the name of BARNEY'S, or in its own name as nominee for BARNEY'S, to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and delegation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

This Power of Attorney is coupled with an interest and, as such, is irrevocable. This Power of Attorney is governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

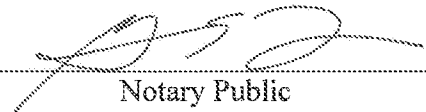
Dated: November 1, 2019

BARNEY'S NEW YORK, INC.
BARNEY'S, INC.

By: 
Name: Sandra Risi
Title: Authorized Signatory

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 1st day of November in the year 2019, before me, personally appeared Sandra Risi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledges to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which they acted, executed the instrument.


Notary Public

GRACE EILEEN FU
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FU6316724
Qualified in New York County
My Commission Expires 04-01-2023

[Signature Page to Trademark POA]

TRADEMARK
REEL: 006789 FRAME: 0633

SCHEDULE A

Trademark Registrations and Applications

COUNTRY	MARK	STATUS	APP. NO.	DATE FILED	REG. NO.	REG. DATE	OWNER
CANADA	FIVESEVENTYFIVE	PENDING	1938069	12/25/2018			Barney's, Inc.
CANADA	LOCKED IN BARNEYS	REGISTERED	1728727	5/19/2015	tma957769	12/13/2016	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	663885	9/19/1992	663885	10/28/1993	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	664723	9/19/1992	664723	11/7/1993	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	663808	9/19/1992	663808	10/28/1993	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	92061026	9/19/1992	664760	11/7/1993	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	92079397	11/28/1992	675785	1/28/1994	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	662948	9/19/1992	662948	10/21/1993	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	8968181	12/20/2010	8968181	12/28/2011	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	96066690	6/4/1996	1097745	9/7/1997	Barney's, Inc.
CHINA	BARNEYS	REGISTERED	96066691	6/4/1996	1097445	9/7/1997	Barney's, Inc.
CHINA	FIVESEVENTYFIVE	PENDING	35554989	12/26/2018			Barney's, Inc.
EUROPEAN UNION (EUTM & RCD)	BARNEYS	REGISTERED	010004711	5/27/2011	010004711	7/31/2015	Barney's, Inc.
EUROPEAN UNION (EUTM & RCD)	BARNEYS NEWYORK (Stylized - Stacked)	REGISTERED	004846721	12/28/2005	004846721	12/14/2007	Barney's, Inc.
FRANCE	BARNEYS	REGISTERED	4234950	5/27/2011	4234950	4/8/2016	Barney's, Inc.
HONG KONG	BARNEYS NEWYORK (Stylized - Stacked)	REGISTERED	199912269	1/5/1998	199912269	10/11/1999	Barney's, Inc.
HONG KONG	BARNEYS NEWYORK (Stylized - Stacked)	REGISTERED	199912270AA	1/5/1998	199912270AA	10/11/1999	Barney's, Inc.
HONG KONG	FIVESEVENTYFIVE	REGISTERED	304783375	12/26/2018	304783375	06/20/2019	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	536893	9/13/1990	212882	9/13/1990	Barney's, Inc.

INDIA	BARNEYS	REGISTERED	536891	9/13/1990	215272	9/13/1990	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	536892	9/13/1990	223928	9/13/1990	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	537050	9/17/1990	215634	9/17/1990	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	536888	9/13/1990	209332	9/13/1990	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	536894	9/13/1990	223001	9/13/1990	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	536889	9/13/1990	223010	9/13/1990	Barney's, Inc.
INDIA	BARNEYS	REGISTERED	536890	9/13/1990	207278	9/13/1990	Barney's, Inc.
ITALY	BARNEYS	REGISTERED	2015000080373	12/4/2015	302015000080373	6/23/2017	Barney's, Inc.
JAPAN	B (Within a C) (Logo)	REGISTERED	2016-081849	8/1/2016	5935202	3/24/2017	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H01-105038	9/14/1989	2426232	6/30/1992	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H01-096253	8/24/1989	2385046	2/28/1992	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H01-096257	8/24/1989	2423787	6/30/1992	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H01-096254	8/24/1989	2423786	6/30/1992	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H01-096260	8/24/1989	2429666	6/30/1992	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H06-057967	6/10/1994	3234686	12/25/1996	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H06-057968	6/10/1994	3250070	1/31/1997	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H06-088498	8/31/1994	4021432	7/4/1997	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	H06-088499	8/31/1994	3296543	4/25/1997	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	2007-031169	4/2/2007	5255202	8/7/2009	Barney's, Inc.

JAPAN	BARNEYS	REGISTERED	2007-013857	2/20/2007	5066567	7/27/2007	Barney's, Inc.
JAPAN	BARNEYS	REGISTERED	2006-119202	12/25/2006	5190672	12/19/2008	Barney's, Inc.
JAPAN	BARNEY'S	REGISTERED	S56-099906	12/1/1981	2131984	4/28/1989	Barney's, Inc.
JAPAN	BARNEY'S	REGISTERED	S56-099907	12/1/1981	1932216	2/25/1987	Barney's, Inc.
JAPAN	BARNEY'S	REGISTERED	2302529	11/29/1988	2302529	2/27/1991	Barney's, Inc.
JAPAN	BARNEY'S	REGISTERED	S63-134470	11/29/1988	2345246	10/30/1991	Barney's, Inc.
JAPAN	BARNEYS CAFE	REGISTERED	2016-081848	8/1/2016	5935201	3/24/2017	Barney's, Inc.
JAPAN	BARNEY'S NEW YORK LAB	REGISTERED	2010-003565	1/21/2010	5337596	7/9/2010	Barney's, Inc.
JAPAN	BARNEY'S NEW YORK LAB	REGISTERED	2010-003566	1/21/2010	5362562	10/22/2010	Barney's, Inc.
JAPAN	BARNEY'S NEW YORK LAB	REGISTERED	2010-003567	1/21/2010	5362563	10/22/2010	Barney's, Inc.
JAPAN	BARNEY'S NEW YORK LAB	REGISTERED	2010-003568	1/21/2010	5362564	10/22/2010	Barney's, Inc.
JAPAN	BARNEY'S NEW YORK LAB	REGISTERED	2010-003569	1/21/2010	5327795	6/4/2010	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	H05-095895	9/20/1993	3320653	6/13/1997	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	H05-095896	9/20/1993	3330933	7/11/1997	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	H05-095897	9/20/1993	3265540	2/24/1997	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	H05-095898	9/20/1993	3345087	9/5/1997	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	2007-031170	4/2/2007	5282133	11/20/2009	Barney's, Inc.

JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	H05-095892	9/20/1993	3273487	4/4/1997	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	H05-095894	9/20/1993	3234685	12/25/1996	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stylized - Stacked)	REGISTERED	H05-095891	9/20/1993	3231024	11/29/1996	Barney's, Inc.
JAPAN	BARNEYS NEWYORK (Stylized - Stacked)	REGISTERED	H05-095893	9/20/1993	3273488	4/4/1997	Barney's, Inc.
JAPAN	THE LAB	REGISTERED	2010-003555	1/21/2010	5371949	11/26/2010	Barney's, Inc.
JAPAN	THE LAB	REGISTERED	2010-003556	1/21/2010	2370313	11/19/2010	Barney's, Inc.
JAPAN	THE LAB	REGISTERED	2010-003562	1/21/2010	5370315	11/19/2010	Barney's, Inc.
JAPAN	THE LAB	REGISTERED	2010-003557	1/21/2010	5370314	11/19/2010	Barney's, Inc.
SINGAPORE	BARNEYS	REGISTERED	T9102344E	3/1/1991	T9102344E	9/30/1993	Barney's, Inc.
SINGAPORE	BARNEYS	REGISTERED	T9105908C	6/19/1991	T9105908C	6/15/2001	Barney's, Inc.
SINGAPORE	BARNEYS	REGISTERED	T9105907E	6/19/1991	T9105907E	6/15/2001	Barney's, Inc.
SOUTH KOREA	BARNEYS	REGISTERED	40-1989-0010929	5/4/1989	40-0195072-0000	6/29/1990	Barney's, Inc.
SOUTH KOREA	BARNEYS	REGISTERED	40-1989-0010926	5/4/1989	40-199446-0000	8/31/1990	Barney's, Inc.
SOUTH KOREA	BARNEYS	REGISTERED	40-1989-0010927	5/4/1989	40-0199586-0000	9/3/1990	Barney's, Inc.
SOUTH KOREA	BARNEYS	REGISTERED	40-1989-0010930	5/4/1989	40-0199696-0000	9/3/1990	Barney's, Inc.
SOUTH KOREA	BARNEYS	REGISTERED	41-1989-0001192	5/4/1989	41-0012978-0000	11/27/1990	Barney's, Inc.
SOUTH KOREA	BARNEYS NEWYORK (Stylized - Stacked)	REGISTERED	4520070000565	2/8/2007	4500228230000	4/1/2008	Barney's, Inc.
SPAIN	BARNEYS	REGISTERED	M3576519	8/25/2015	M3576519/4	1/28/2016	Barney's, Inc.

TAIWAN	BARNEYS	REGISTERED	078033385	7/18/1989	00479715	4/1/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033386	7/18/1989	00481485	4/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033387	7/18/1989	00478052	4/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033388	7/18/1989	00481894	4/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033390	7/18/1989	00478411	4/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033391	7/18/1989	00476988	3/1/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033392	7/18/1989	00478716	3/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033393	7/18/1989	00480528	4/1/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033394	7/18/1989	00483398	5/1/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033395	7/18/1989	00487664	6/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	7833396	7/18/1989	00487733	6/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033397	7/18/1989	00044347	4/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033398	7/18/1989	00044460	4/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033399	7/18/1989	00044237	4/1/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	078033389	7/18/1989	00480266	4/1/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	7833396	7/18/1989	487733	6/16/1990	Barney's, Inc.
TAIWAN	BARNEYS	REGISTERED	7833397	7/18/1989	44347	4/16/1990	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389643	6/15/1989	TM96015	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389644	6/15/1989	TM96006	6/15/1989	Barney's, Inc.

THAILAND	BARNEYS	REGISTERED	389645	6/15/1989	TM99718	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389646	6/15/1989	TM96038	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389647	6/15/1989	TM37798	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389648	6/15/1989	TM96039	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389649	6/15/1989	TM115683	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389650	6/15/1989	TM106729	6/15/1989	Barney's, Inc.
THAILAND	BARNEYS	REGISTERED	389651	6/15/1989	TM96040	6/15/1989	Barney's, Inc.
TURKEY	BARNEY'S NEW YORK	REGISTERED	2013/19111	2/28/2013	2013/19111	2/28/2013	Barney's, Inc.
UNITED KINGDOM	BARNEYS	REGISTERED	UK00003127499	5/27/2011	UK00003127499	3/4/2016	Barney's, Inc.
UNITED STATES	B3	REGISTERED	85/936415	5/20/2013	4573445	7/22/2014	Barney's, Inc.
UNITED STATES	BARNEYS	REGISTERED	73/397425	9/30/1982	1371828	11/19/1985	Barney's, Inc.
UNITED STATES	BARNEYS	REGISTERED	73/397428	9/30/1982	1337912	5/28/1985	Barney's, Inc.
UNITED STATES	BARNEY'S	REGISTERED	72/136187	1/22/1962	740068	10/30/1962	Barney's, Inc.
UNITED STATES	BARNEYS BEAUTY BOX	PENDING	88/017852	6/27/2018			Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK	REGISTERED	74/698082	7/6/1995	2073088	6/24/1997	Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK	REGISTERED	73/397427	9/30/1982	1332229	4/23/1985	Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK	REGISTERED	75/273941	4/14/1997	2571696	5/21/2002	Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK	REGISTERED	76/471826	11/26/2002	2766664	9/23/2003	Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK FREE STUFF (and Design)	REGISTERED	76/050007	5/17/2000	2608036	8/13/2002	Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK INFLUENCER	REGISTERED	88/016156	6/26/2018	5860038	09/17/2019	Barney's, Inc.

UNITED STATES	BARNEYS NEW YORK MADE TO MEASURE	REGISTERED	86/163693	1/13/2014	4736252	5/12/2015	Barney's, Inc.
UNITED STATES	BARNEYS NEW YORK WAREHOUSE	REGISTERED	85/368485	7/11/2011	4343133	5/28/2013	Barney's, Inc.
UNITED STATES	BARNEYS NEWYORK (and Design - Lion - Stacked)	REGISTERED	76/570839	1/20/2004	3088046	5/2/2006	Barney's, Inc.
UNITED STATES	BARNEYS NEWYORK (and Design - Lion)	REGISTERED	76/580230	3/10/2004	2963769	6/28/2005	Barney's, Inc.
UNITED STATES	BARNEYS NEWYORK (and Design - Lion)	REGISTERED	75/981426	3/22/2000	2583246	6/18/2002	Barney's, Inc.
UNITED STATES	BARNEYS NEWYORK (Stacked - Stylized)	REGISTERED	73/792604	3/28/1989	1620003	10/30/1990	Barney's, Inc.
UNITED STATES	BARNEYS UNIVERSITY	REGISTERED	85/056323	6/7/2010	4508768	4/8/2014	Barney's, Inc.
UNITED STATES	BARNEYS UNIVERSITY (and Design)	REGISTERED	85/051483	6/1/2010	4475496	1/28/2014	Barney's, Inc.
UNITED STATES	BARNEYS UNIVERSITY WHERE LEARNING IS STYLISH! (and Design)	REGISTERED	85/056459	6/7/2010	4478388	2/4/2014	Barney's, Inc.
UNITED STATES	BARNEYS WAREHOUSE	REGISTERED	85/368495	7/11/2011	4343134	5/28/2013	Barney's, Inc.
UNITED STATES	BASCO	REGISTERED	85/291849	4/12/2011	4760492	6/23/2015	Barney's, Inc.
UNITED STATES	BASCO BARNEYS SPORTSWEAR COMPANY	REGISTERED	85/497799	12/16/2011	4790842	8/11/2015	Barney's, Inc.
UNITED STATES	CHELSEA PASSAGE	REGISTERED	74/139558	2/15/1991	1793956	9/21/1993	Barney's, Inc.
UNITED STATES	CHELSEA PASSAGE	REGISTERED	78/556950	1/31/2005	3070632	3/21/2006	Barney's, Inc.
UNITED STATES	CONNOR	REGISTERED	85/545867	2/17/2012	4233033	10/30/2012	Barney's, Inc.
UNITED STATES	CO-OP	REGISTERED	75/983558	12/7/1999	2983421	8/9/2005	Barney's, Inc.

UNITED STATES	CO-OP	REGISTERED	75/983420	12/7/1999	2847734	6/1/2004	Barney's, Inc.
UNITED STATES	CO-OP	REGISTERED	75/983287	12/7/1999	2847733	6/1/2004	Barney's, Inc.
UNITED STATES	CO-OP BARNEYS NEW YORK	REGISTERED	75/983316	12/7/1999	2802702	1/6/2004	Barney's, Inc.
UNITED STATES	FIVESEVENTYFIVE	REGISTERED	88/015994	6/26/2018	5675074	2/12/2019	Barney's, Inc.
UNITED STATES	FREDS AT BARNEY'S NEW YORK	REGISTERED	85/477858	11/21/2011	4182469	7/31/2012	Barney's, Inc.
UNITED STATES	FRED'S AT BARNEYS NEW YORK	REGISTERED	75/172667	9/26/1996	2144170	3/17/1998	Barney's, Inc.
UNITED STATES	FREDS AT BARNEYS NEW YORK (Stylized - Stacked)	REGISTERED	85/417225	9/7/2011	4243203	11/13/2012	Barney's, Inc.
UNITED STATES	GET DOWN TO BUSINESS	REGISTERED	85/225017	1/24/2011	4332323	5/7/2013	Barney's, Inc.
UNITED STATES	GET IT RIGHT	REGISTERED	76/084625	7/6/2000	2501785	10/30/2001	Barney's, Inc.
UNITED STATES	GIVE GOOD GIFT	REGISTERED	76/086488	7/11/2000	2479769	8/21/2001	Barney's, Inc.
UNITED STATES	INCLUSIVELY YOURS	ALLOWED	87/603105	9/11/2017			Barney's, Inc.
UNITED STATES	LOCKED IN BARNEYS	REGISTERED	85/890333	3/29/2013	4422006	10/22/2013	Barney's, Inc.
UNITED STATES	MADE TO MEASURE BARNEYS NEW YORK	REGISTERED	86/163689	1/13/2014	4827758	10/6/2015	Barney's, Inc.
UNITED STATES	Miscellaneous Design (Lion)	REGISTERED	76/579728	3/8/2004	3088067	5/2/2006	Barney's, Inc.
UNITED STATES	Miscellaneous Design (Lion)	REGISTERED	75/981502	3/22/2000	2559933	4/9/2002	Barney's, Inc.
UNITED STATES	Miscellaneous Design (Lion)	REGISTERED	76/579727	3/8/2004	2927627	2/22/2005	Barney's, Inc.
UNITED STATES	MOST LOVED	REGISTERED	85/630656	5/21/2012	4404251	9/17/2013	Barney's, Inc.
UNITED STATES	MOST LOVED (and Design - V shaped Hearts)	REGISTERED	85/630777	5/21/2012	4401191	9/10/2013	Barney's, Inc.

UNITED STATES	MY BARNEYS BAG	REGISTERED	85/451602	10/19/2011	4235176	10/30/2012	Barney's, Inc.
UNITED STATES	N (and Design - Diamond)	REGISTERED	85/631113	5/21/2012	4444648	12/3/2013	Barney's, Inc.
UNITED STATES	N NEW ARRIVAL (and Design - Diamond)	REGISTERED	85/631150	5/21/2012	4951545	5/3/2016	Barney's, Inc.
UNITED STATES	PURPLE CARD	REGISTERED	85/860425	2/26/2013	4439121	11/26/2013	Barney's, Inc.
UNITED STATES	SELECT, DON'T SETTLE.	REGISTERED	74/030677	2/16/1990	1678142	3/3/1992	Barney's, Inc.
UNITED STATES	TASTE, LUXURY, HUMOR	REGISTERED	76/283654	7/12/2001	2552600	3/26/2002	Barney's, Inc.
UNITED STATES	THE BOOK OF KNOWLEDGE	REGISTERED	75/555824	9/21/1998	2294407	11/23/1999	Barney's, Inc.
UNITED STATES	THE FOUNDATION	REGISTERED	76/368542	2/8/2002	2744455	7/29/2003	Barney's, Inc.
UNITED STATES	THE FOUNDATION (Stylized)	REGISTERED	76/389133	4/1/2002	2782869	11/11/2003	Barney's, Inc.
UNITED STATES	THE WINDOW	REGISTERED	85/236974	2/8/2011	4068621	12/6/2011	Barney's, Inc.
UNITED STATES	V FAVORITES (and Design)	REGISTERED	85/630757	5/21/2012	4411833	10/1/2013	Barney's, Inc.
UNITED STATES	XO (and Design - In a circle)	REGISTERED	85/498555	12/19/2011	4247329	11/20/2012	Barney's, Inc.
UNITED STATES	XO EXCLUSIVELY OURS (and Design - In a circle)	REGISTERED	85/499590	12/20/2011	4247333	11/20/2012	Barney's, Inc.
UNITED STATES	COOP BARNEYS NEW YORK	Registered	76/976,610	02/05/03	2,867,636	07/27/04	Barney's, Inc.