

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563935

<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>
Conde Nast, a division of Advance Magazine Publishers Inc.		02/12/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J. C. Penney Corporation, Inc.		
<b>Street Address:</b>	6501 Legacy Drive		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2309148	MODERN BRIDE	
<b>Registration Number:</b>	4039611	MODERN BRIDE	
<b>Registration Number:</b>	4874452	MODERN BRIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	972-431-1000		
<b>Email:</b>	slewisbu@jcp.com		
<b>Correspondent Name:</b>	Stephanie Lewis-Bullitt		
<b>Address Line 1:</b>	6501 Legacy Drive		
<b>Address Line 4:</b>	Plano, TEXAS 75024		
<b>NAME OF SUBMITTER:</b>	Stephanie Lewis-Bullitt		
<b>SIGNATURE:</b>	/stephanie lewis-bullitt/		
<b>DATE SIGNED:</b>	02/26/2020		
<b>Total Attachments: 3</b>			
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OP \$90.00 2309148



**ASSIGNMENT OF TRADEMARKS, DOMAIN NAME AND CONTENT**

This Assignment of Trademarks and Domain Name (this "Assignment Agreement") is made as of February 12, 2020, by and between Conde Nast, a division of Advance Magazine Publishers Inc., a New York corporation ("Assignor"), and J. C. Penney Corporation, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a License and Program Agreement dated as of September 24, 2010 (the "License Agreement"), which, among other things, grants Assignee the option to purchase Licensed Property (as such term is defined in the Licensed Agreement) at the end of the term of the License Agreement ("the Purchase") for the consideration described therein.;

WHEREAS, as a condition to the Purchase, the License Agreement requires Assignee to enter into a restrictive covenant prohibiting the use of the Licensed Property to create, promote, identify, endorse or otherwise support the activities of any print or digital magazine or publication for which a material portion of the revenue is derived from any form of advertising and/or subscription fees (the "Restrictive Covenant");

WHEREAS, on February 12, 2020, Assignor agreed to transfer the licensed property and Assignee entered into the Restrictive Covenant with Assignor; and

WHEREAS, on the date hereof, Assignee delivered the Purchase Price to Assignor;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the Restrictive Covenant, Assignor does hereby sell, assign, transfer and set over to Assignee, and Assignee does hereby accept from Licensor, (i) all right, title and interest in and to the trademarks and domain name shown on the Schedule attached hereto, together with any and all goodwill associated with the use and/or registration of the aforesaid trademarks, all common law rights and all registrations therefore, and (ii) all of Assignor's right, title and interest in and to all of the Magazine Content (as such term is defined in the License Agreement) that is owned by Assignor and which Assignor has the right to assign to a third party.

Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as may be reasonably necessary to carry out the intent and accomplish the purposes of this Assignment Agreement and the consummation of the transactions contemplated hereby.

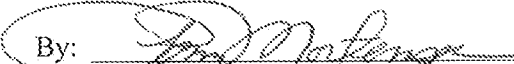
[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

CONDE NAST, a division of Advance  
Magazine Publisher Inc.

By:   
Printed Name: MIKE GOSS  
Title: Vice President

J. C. PENNEY CORPORATION, INC.

By:   
Printed Name: Pam Mortensen  
Title: Senior Vice President, GMM

Schedule of Trademarks, Domain Name(s) and Magazine Content

1. U. S. Trademark registration numbers 2309148, 4039611 and 4874452 for "MODERN BRIDE"
2. DOMAIN NAME(S): [www.modernbride.com](http://www.modernbride.com)
3. MAGAZINE CONTENT: All transferable rights with respect to Modern Bride magazine content that is contained within the Modern Bride magazine content archive.