

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bon-Ton Department Stores, Inc.		09/13/2018	Corporation:
Carson Pirie Scott II, Inc.		09/13/2018	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bon-Ton Holdings, Inc.
<b>Doing Business As:</b>	Carson's
<b>Street Address:</b>	8450 Broadway
<b>City:</b>	Merrillville
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46410
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6019308	BETTER BRANDS. BIGGER SAVINGS.
<b>Registration Number:</b>	3666012	BOSTON STORE
<b>Registration Number:</b>	3528518	EXERTEK
<b>Registration Number:</b>	2278878	HERBERGER'S
<b>Registration Number:</b>	3483180	INTIMATE ESSENTIALS
<b>Registration Number:</b>	2635572	(RELATIVITY)
<b>Registration Number:</b>	4991097	BEAUTY STATION
<b>Registration Number:</b>	3892546	BERGNER'S
<b>Registration Number:</b>	3022152	BRECKENRIDGE
<b>Registration Number:</b>	0966580	BRECKENRIDGE
<b>Registration Number:</b>	1143734	CARSON PIRIE SCOTT
<b>Registration Number:</b>	1395289	CARSONS
<b>Registration Number:</b>	3069447	CHANTEUSE
<b>Registration Number:</b>	2412363	CHARGE AGAINST BREAST CANCER
<b>Registration Number:</b>	5520593	CLOSE TO HOME
<b>Registration Number:</b>	2363348	CONSENSUS
<b>Registration Number:</b>	4552374	CUDDLE BEAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2001829	CUDDLE BEAR
Registration Number:	4736593	
Registration Number:	4532638	
Registration Number:	4998553	DESIGN DISTRICT
Registration Number:	1332638	ELDER-BEERMAN
Registration Number:	4139987	KENNETH ROBERTS
Registration Number:	3881265	KENNETH ROBERTS
Registration Number:	3436925	KENNETH ROBERTS PLATINUM
Registration Number:	4626285	LET US FIND IT
Registration Number:	3909131	LIVING QUARTERS
Registration Number:	2493154	LIVING QUARTERS
Registration Number:	2385966	LIVING QUARTERS
Registration Number:	2934000	MISS ATTITUDE
Registration Number:	3848434	MISS ATTITUDE
Registration Number:	3292860	PARADISE COLLECTION
Registration Number:	2384258	RELATIVITY
Registration Number:	2407600	STUDIO WORKS
Registration Number:	1680687	THE BON-TON
Registration Number:	1661242	THE BON-TON
Registration Number:	1795407	YOUNKERS
Serial Number:	87498969	TRAVEL QUARTERS

**CORRESPONDENCE DATA**

Fax Number: 2192464562

*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: 8008276400

Email: e.oscar@directbuy.com

Correspondent Name: Erika Oscar

Address Line 1: 8450 Broadway

Address Line 4: Merrillville, INDIANA 46410

NAME OF SUBMITTER: Erika Oscar

SIGNATURE: /Erika Oscar/

DATE SIGNED: 08/14/2020

**Total Attachments: 12**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into this 13th day of September, 2018 (the “Effective Date”) by and between The Bon-Ton Department Stores, Inc., having a mailing address of 2801 East Market Street, York, PA 17402 (“Assignor”) and The Bon-Ton Holdings, Inc., having a mailing address of 8450 Broadway, Merrillville, IN 46410 (“Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor is the owner of all trademarks and service marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”); and

WHEREAS, Assignee is desires to acquire the exclusive right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Assignment.** Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns all of its right, title, and interest in and to the Assigned Marks, including without limitation applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof.

**2. Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

**3. Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**4. Governing Law; Jurisdiction.** This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of Delaware, without giving effect to provisions thereof regarding conflict of laws, except where governed by means Title 11 of the United States Code, Section 101 et seq. Any proceeding initiated over any dispute arising out of or relating to this Assignment or any of the transactions contemplated hereby shall be initiated exclusively in the United States Bankruptcy Court for the District of Delaware, and each of the Parties irrevocably and unconditionally submits, for itself and its properties, to the exclusive jurisdiction of such court in any action or proceeding arising out of or relating to this Assignment.

**5. Entire Agreement; Counterparts.** This Assignment, together with the attached Schedule A, constitute the entire agreement, and supersede any and all prior or contemporaneous agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

**ASSIGNOR**

**THE BON-TON DEPARTMENT STORES, INC.**

By: Michael G. Culhane  
Name: Michael G. Culhane  
Title: EVP and Chief Financial Officer

**ASSIGNEE**

**THE BON-TON HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

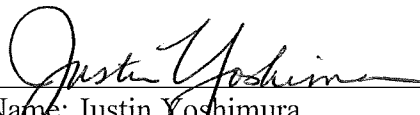
**ASSIGNOR**

**THE BON-TON DEPARTMENT STORES, INC.**

By: \_\_\_\_\_  
Name: Michael G. Culhane  
Title: EVP and Chief Financial Officer

**ASSIGNEE**

**THE BON-TON HOLDINGS, INC.**

By:  \_\_\_\_\_  
Name: Justin Yoshimura  
Title: Chief Executive Officer

## SCHEDULE A

### I. Nameplate Trademarks and “Better Brands. Bigger Savings.” Trademark

Mark	Region	Application No.	Application Date	Reg. No.	Reg. Date	Int'l Classes
BETTER BRANDS. BIGGER SAVINGS.	US	87535628	7/20/2017			35
BOSTON STORE	US	77577377	9/24/2008	3666012	8/11/2009	35
ELDER-BEERMAN (stylized)	US	73495705	8/20/1984	1332638	4/23/1985	42
THE BON-TON	US	74078995	7/9/1990	1680687	3/24/1992	42
THE BON-TON (design)	US	74097054	9/14/1990	1661242	10/15/1991	42

### II. Private Label Brand Trademarks and Miscellaneous Trademarks

Mark	Region	Application No.	Application Date	Reg. No.	Reg. Date	Int'l Classes
BEAUTY STATION	US	86433458	10/24/2014	4991097	7/5/2016	35
BT JEWELLED	US	77814203	8/27/2009	3842899	8/31/2010	14
BUZZWORX	US	87697689	11/27/2017			44
CHEF'S QUARTERS	US	86979074	2/12/2015	5005143	7/19/2016	21, 24
CHEF'S QUARTERS	US	86532617	2/12/2015	5191722	4/25/2017	27
CLOSE TO HOME	US	87418738	4/20/2017			35
CUDDLE BEAR	US	85715679	8/29/2012	4552374	6/17/2014	16, 18, 20, 21, 24, 25
CUDDLE BEAR	US	74553100	7/25/1994	2001829	9/17/1996	25
CUDDLE BEAR	US	87505353	6/26/2017			28
DAY & NIGHT	US	87825779	3/8/2018			14
DESIGN DISTRICT	US	85920357	5/1/2013	4998553	7/12/2016	35
DRESSOBSESSED	US	87416731	4/19/2017			25, 35
EO (stylized)	US	87667636	11/1/2017			25, 35
EXERTEK	US	77227149	7/11/2007	3528518	11/4/2008	25
EXERTEK (design logo of 2 swooshes only)	US	86261094	4/24/2014	4736593	5/12/2015	25
FASHION 2 GO	US	87498911	6/21/2017			35
FASHION TO GO	US	87495174	6/19/2017			35
LET US FIND IT	US	86144251	12/16/2013	4626285	10/21/2014	35
LIVING QUARTERS	US	87528193	7/14/2017			3
LOVESTYLEREWARDS	US	87063073	6/7/2016			35
MATTI & MAX	US	87762369	1/19/2018			28
MATTI & MAX	US	87748141	1/9/2018			9, 20, 24, 25, 27
MATTIE & MAX	US	87800371	2/16/2018			25
MEYEWEAR	US	87488334	6/14/2017			35
MEYEWEAR (stylized)	US	87492351	6/16/2017			35



Mark	Region	Application No.	Application Date	Reg. No.	Reg. Date	Int'l Classes
SANTA'S PANTRY	US	87019592	4/29/2016	5135982	2/7/2017	35
STYLE 2 GO	US	87497118	6/20/2017			35
STYLE ON THE STREET	US	85850871	2/15/2013	4507524	4/1/2014	35
STYLE TO GO	US	87495186	6/19/2017			35
THE BIG GRILL	US	87471882	6/1/2017			21, 30
TRAVEL QUARTERS	US	87498969	6/21/2017			6, 9, 18, 20, 21, 24
TRENDÉVOUS	US	85929876	5/13/2013	4496279	3/11/2014	35
YULETIDE FARMS	US	87368531	3/13/2017			11, 19, 20, 21, 26, 28
ZOE & BELLA@BT (stylized)	US	85495083	12/14/2011	4259055	12/11/2012	25
ZOE & BELLA@BT (word mark)	US	85733613	9/20/2012	4357088	6/25/2013	25
ZOE&BELLA @BT	US	86898865	2/5/2016	5396972	2/6/2018	25
ZOE&BELLA@BT	US	87706897	12/4/2017			16, 18, 25

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By: Michael G. Culhane  
Name: Michael G. Culhane  
Title: EVP and Chief Financial Officer

**ASSIGNEE**

**THE BON-TON HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 007022 FRAME: 0610**

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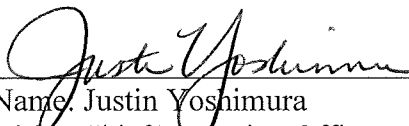
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BERGNER'S	US	77969650	3/25/2010	3892546	12/21/2010	35
CARSON PIRIE SCOTT	US	73159353	2/21/1978	1143734	12/16/1980	42
CARSONS	US	73471798	3/23/1984	1395289	5/27/1986	42
HERBERGER'S	US	75410193	12/23/1997	2278878	9/21/1999	35
YOUNKERS (Stylized)	US	74340081	12/11/1992	1795407	9/28/1993	42

### II. Private Label Brand Trademarks and Miscellaneous Trademarks

Mark	Region	Application No.	Application Date	Reg. No.	Reg. Date	Int'l Classes
(RELATIVITY)	US	75348627	8/28/1997	2635572	10/15/2002	14, 25
BRECKENRIDGE	US	78976395	8/27/2003	3022152	11/29/2005	25
BRECKENRIDGE (Canada)	Canada	395718	6/16/1976	TMA230293	9/15/1978	25
BRECKENRIDGE (stylized)	US	72435362	9/12/1972	0966580	8/21/1973	10, 25, 26
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS	US	77520071	7/11/2008	3632950	6/2/2009	35
CELEBRATIONS REGISTRY FOR VERY SPECIAL OCCASIONS (stylized and/or with design)	US	77520170	7/11/2008	3628605	5/26/2009	35
CHANTEUSE	US	78976644	11/26/2003	3069447	3/14/2006	25
CHARGE AGAINST BREAST CANCER	US	75857375	11/24/1999	2412363	12/12/2000	36
CONSENSUS	US	75979521	8/28/1997	2363348	6/27/2000	25
DESIGN (SINGLE PALM TREE)	US	86044801	8/22/2013	4532638	5/20/2014	9, 25
INTIMATE ESSENTIALS	US	77183901	5/17/2007	3483180	8/12/2008	25
KENNETH ROBERTS	US	85225140	1/25/2011	4139987	5/8/2012	14, 16, 26
KENNETH ROBERTS	US	77836970	9/29/2009	3881265	11/23/2010	25
KENNETH ROBERTS PLATINUM	US	77055123	12/1/2006	3436925	5/27/2008	25
LITTLE MISS ATTITUDE	US	77359862	12/27/2007	3709384	11/10/2009	25
LIVING QUARTERS	US	77881965	11/30/2009	3909131	1/18/2011	20, 28
LIVING QUARTERS	US	75654658	3/5/1999	2493154	9/25/2001	8, 21, 24
LIVING QUARTERS	US	75348885	8/28/1997	2385966	9/12/2000	35
LIVING QUARTERS (Canada)	Canada	1255127	4/22/2005	TMA688504	5/29/2007	8, 21, 24, 30
MISS ATTITUDE	US	77630455	12/10/2008	3848434	9/14/2010	25
MISS ATTITUDE	US	78191055	12/4/2002	2934000	3/15/2005	9
PARADISE COLLECTION	US	85772207	11/6/2012	4361044	7/2/2013	9, 25
PARADISE COLLECTION	US	77035952	11/3/2006	3292860	9/18/2007	25
RELATIVITY	US	75979374	8/28/1997	2384258	9/5/2000	14, 25

Mark	Region	Application No.	Application Date	Reg. No.	Reg. Date	Int'l Classes
STUDIO WORKS	US	77553578	8/22/2008	3570064	2/3/2009	14, 25
STUDIO WORKS	US	75441794	2/27/1998	2407600	11/28/2000	25

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RECORDED: 08/14/2020

TRADEMARK  
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