

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CW ABC	FORMERLY CWC Direct LLC	09/04/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Coldwater International LLC
Street Address:	150 SE Second Avenue
Internal Address:	Suite 1404
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2765319	ASPENWOOD ADVERTISING
Registration Number:	2714390	COLDWATER CREEK
Registration Number:	2602690	COLDWATER CREEK
Registration Number:	3894084	COLDWATER CREEK
Registration Number:	3893477	COLDWATER CREEK
Registration Number:	3976916	COLDWATER CREEK
Registration Number:	3894086	COLDWATER CREEK
Registration Number:	3894088	COLDWATER CREEK
Registration Number:	2555721	COLDWATER CREEK
Registration Number:	3894089	COLDWATER CREEK
Registration Number:	2634836	COLDWATER CREEK
Registration Number:	2217173	COLDWATER CREEK
Registration Number:	2544861	COLDWATER CREEK
Registration Number:	1876534	COLDWATER CREEK
Registration Number:	1531418	COLDWATER CREEK
Registration Number:	1861320	COLDWATER CREEK
Registration Number:	3894090	COLDWATER CREEK
Registration Number:	2740447	COLDWATER CREEK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2769235	COLDWATER CREEK
Registration Number:	3672504	COLDWATER CREEK OUTLET
Registration Number:	3306042	COLDWATER CREEK THE SPA
Registration Number:	3266290	COLDWATER CREEK THE SPA
Registration Number:	4426166	COTTONLUXE
Registration Number:	3720169	
Registration Number:	4299279	DESTINATIONS BY COLDWATER CREEK
Registration Number:	4057615	GUARANTEED ALWAYS. COLDWATER CREEK
Registration Number:	4319200	NO-IRON PERFECT SHIRT
Registration Number:	3702061	ONECREEK
Registration Number:	3680357	ONECREEK
Registration Number:	4053888	ONECREEK ELITE
Registration Number:	4336502	PERFECT SHIRT
Registration Number:	4664948	PERFECT TUNIC
Registration Number:	4466645	PONTE PERFECT
Registration Number:	4649880	PRIMAKNIT
Registration Number:	3803551	SHAPEME
Registration Number:	3803552	SHAPEME
Registration Number:	3731760	SPIRIT BY COLDWATER CREEK
Registration Number:	4704021	THE CREEK
Registration Number:	4441573	THE PERFECT SHIRT
Registration Number:	4474248	THE STUDIO PANT
Registration Number:	4284012	WEEKEND BY COLDWATER CREEK
Registration Number:	5573580	SHAPEME

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: 2122935556
Email: kaufman@kaufmankahn.com
Correspondent Name: Mark S. Kaufman
Address Line 1: 10 Grand Central
Address Line 2: 155 East 44th Street, 19th Fl.
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark S. Kaufman
SIGNATURE:	/Mark S. Kaufman/
DATE SIGNED:	09/24/2020

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This Trademark Assignment, by **CW ABC**, a Delaware Series LLC, solely in its capacity as Assignee for the Benefit of Creditors of CWC Direct Parent LLC, CWC Direct LLC, Coldwater Direct LLC, and CWC Stores LLC, with an address at c/o Development Specialists, Inc., Wells Fargo Center, 333 South Grand Avenue, Suite 4100, Los Angeles, California 90071-1544 (“**Assignor**”), in favor of **COLDWATER INTERNATIONAL, LLC**, a limited liability company organized under the laws of the state of Delaware, with an address of c/o Newtimes Group, 150 SE 2nd Avenue, Suite 1404, Miami, Florida 33131 (“**Assignee**”, and together with Assignor, the “**Parties**”), is made pursuant to that certain Amended and Restated Asset Purchase Agreement between the Parties dated as of August 31, 2020 (the “**Purchase Agreement**”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, service names, brand names, trade dress, trade names, logos, together with all of the goodwill of the business associated with any of the foregoing, and all registrations, applications for registration, renewals and extensions of any of the foregoing, as registered in the United States Patent and Trademark Office and in the intellectual property offices of other countries as set forth on **SCHEDULE A** (U.S. trademark registrations) and **SCHEDULE B** (trademark registrations in other countries) attached hereto (together, the “**Trademarks**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire all rights that Assignor has in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, along with the right to recover for damages and profits for any past, present and future infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, along with the right to recover for damages and profits for past infringements thereof.

1. Copies of this Trademark Assignment will be registered in any country that does not require an individual original assignment. The Parties agree that individual assignments consistent with this Trademark Assignment will be executed and recorded as required by the laws of any country that requires an individual original assignment.

2. The Parties have agreed that Assignee will be responsible for (A) the preparation and recordal or registration of any updates in the chain of title for the registrations of the Trademarks, including without limitation any name and address change from any prior owner, assignor or assignee of any of the Trademarks, including without limitation any assignments from Coldwater Creek Inc., Coldwater Creek U.S. Inc., Coldwater Creek The Spa Inc., Coldwater Creek Merchandising & Logistics Inc., Coldwater Creek Inc., C Squared LLC, Aspenwood Advertising, Inc., CWC Worldwide Services Inc., Coldwater Creek Sourcing Inc., CWC Sourcing LLC, Wells Fargo National Association, CC Holdings Agency Corp., CWC Rewards Inc., The Talbot’s, Inc. or CWC Direct LLC; (B) the recordal or registration of this Trademark Assignment; (C) the preparation and recordal or registration of any additional assignments or other documents; and (D) subject to the terms of the Purchase Agreement, all costs, fees and expenses associated with any

and all or the foregoing. If there is any conflict between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement control.

3. The Purchase Price for the assignment of the Trademarks is set forth in the Purchase Agreement between Assignor and Assignee.

4. Upon Assignee's reasonable request, Assignor agrees to execute any and all documents necessary to assign to Assignee all of Assignor's right, title and interest in and to each of the Trademarks set forth in **SCHEDULE A** and **SCHEDULE B** to this Trademark Assignment and Assignee may record the recordal or registration of this Trademark Assignment with such competent bodies as may be required by the laws of the countries set forth in **SCHEDULE A** and **SCHEDULE B** to this Trademark Assignment.

5. This Trademark Assignment will be governed by the laws of the State of Delaware without regard to any choice of law or conflict of laws principles and as applicable to contracts to be entered into and performed entirely within the State of Delaware. The parties hereby consent to the exclusive jurisdiction and venue in the Delaware Chancery Court and federal courts in Wilmington, Delaware, for the resolution of any dispute arising out of this Trademark Assignment or any document delivered pursuant thereto.

6. This Trademark Assignment may be executed by any number of counterparts and by different parties on separate counterparts, each or which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall be deemed one and the same agreement. All powers are granted to the bearer of the original of this Agreement to register it with any country that accepts this Agreement.

7. The Assignor undertakesto execute and/or deliver to Assignee, at Assignee's sole costs and expense, within six (6) months of its request and delivery of document to Assignor, all such documents consistent with the terms of this Trademark Assignment as may be necessary to file this Trademark Assignment with such competent bodies as may be required by the laws of the countries set forth on **SCHEDULE A** and **SCHEDULE B** to this Trademark Assignment, except to the extent Assignor may be prohibited by law from signing any such documents.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed this

4th Day of September 2020.

CW ABC, A DELAWARE SERIES LLC,
SOLELY IN ITS CAPACITY AS
ASSIGNEE FOR THE BENEFIT OF
CREDITORS OF CWC DIRECT
PARENT LLC, CWC DIRECT LLC,
COLDWATER DIRECT LLC, AND CWC
STORES LLC

By:  _____

By: _____

COLDWATER INTERNATIONAL LLC

Name: GODFREY L. BERMAN

Name: _____

Title: AUTHORIZED REPRESENTATIVE

Title: _____

Date: August 31, 2010

Date: _____

Place: AVA DESERT, CA 92211

Place: _____

and all or the foregoing. If there is any conflict between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement control.

3. The Purchase Price for the assignment of the Trademarks is set forth in the Purchase Agreement between Assignor and Assignee.

4. Upon Assignee's reasonable request, Assignor agrees to execute any and all documents necessary to assign to Assignee all of Assignor's right, title and interest in and to each of the Trademarks set forth in **SCHEDULE A** and **SCHEDULE B** to this Trademark Assignment and Assignee may record the recordal or registration of this Trademark Assignment with such competent bodies as may be required by the laws of the countries set forth in **SCHEDULE A** and **SCHEDULE B** to this Trademark Assignment.

5. This Trademark Assignment will be governed by the laws of the State of Delaware without regard to any choice of law or conflict of laws principles and as applicable to contracts to be entered into and performed entirely within the State of Delaware. The parties hereby consent to the exclusive jurisdiction and venue in the Delaware Chancery Court and federal courts in Wilmington, Delaware, for the resolution of any dispute arising out of this Trademark Assignment or any document delivered pursuant thereto.

6. This Trademark Assignment may be executed by any number of counterparts and by different parties on separate counterparts, each or which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall be deemed one and the same agreement. All powers are granted to the bearer of the original of this Agreement to register it with any country that accepts this Agreement.

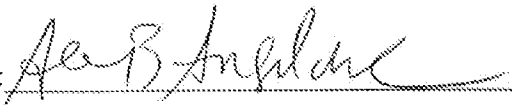
7. The Assignor undertakes to execute and/or deliver to Assignee, at Assignee's sole costs and expense, within six (6) months of its request and delivery of document to Assignor, all such documents consistent with the terms of this Trademark Assignment as may be necessary to file this Trademark Assignment with such competent bodies as may be required by the laws of the countries set forth on **SCHEDULE A** and **SCHEDULE B** to this Trademark Assignment, except to the extent Assignor may be prohibited by law from signing any such documents.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed this 4th Day of September 2020.

**CW ABC, A DELAWARE SERIES LLC,
SOLELY IN ITS CAPACITY AS
ASSIGNEE FOR THE BENEFIT OF
CREDITORS OF CWC DIRECT
PARENT LLC, CWC DIRECT LLC,
COLDWATER DIRECT LLC, AND CWC
STORES LLC**

By: _____

COLDWATER INTERNATIONAL LLC

By:  _____

Name: _____

Name: Alex Angelchik

Title: _____

Title: Manager

Date: _____

Date: Aug 31, 2020

Place: _____

Place: Milton Beach, FL

NOTARY CERTIFICATION

STATE OF California
COUNTY OF Riverside
CITY OF Palm Desert

On this, the 31 day of August, 2020, before me, Crystal Rodgers the undersigned officer, personally appeared Geoffrey Berman, ~~known to me or~~ proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Palm Desert, California (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

In witness whereof I hereunto set my hand and official seal.



Crystal Rodgers
NOTARY PUBLIC - STATE AT LARGE

My Commission Expires: September 10, 2020

STATE OF _____
COUNTY OF _____
CITY OF _____

On this, the ___ day of _____, 2020, before me, _____ the undersigned officer, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC _____

STATE AT LARGE

My Commission Expires: _____

NOTARY CERTIFICATION

STATE OF _____
COUNTY OF _____
CITY OF _____

On this, the ____ day of _____, 2020, before me, _____ the undersigned officer, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC – STATE AT LARGE

My Commission Expires: _____

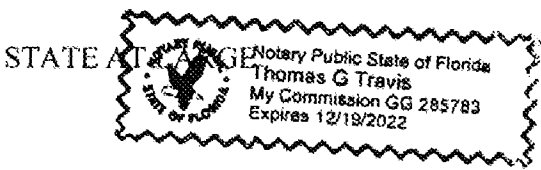
STATE OF Florida
COUNTY OF Miami-Dade
CITY OF Bal Harbour

On this, the 31 day of August, 2020, before me, Thomas G. Travis the undersigned officer, personally appeared Alex Angelchik, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Bal Harbour Florida (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 12/19/22



SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Trademark	Reg. No. /App. No.	Reg. Date /Filing Date	Owner
United States	ASPENWOOD ADVERTISING	RN: 2765319 SN: 76365189	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 2714390 SN: 76290949	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 2602690 SN: 76227693	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3894084 SN: 85093140	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3893477 SN: 85029189	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3976916 SN: 85093329	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3894086 SN: 85093286	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3894088 SN: 85093335	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 2555721 SN: 76250085	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3894089 SN: 85093338	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 2634836 SN: 76314157	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 2217173 SN: 75367982	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 2544861 SN: 76250032	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 1876534 SN: 74459701	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 1531418 SN: 73739695	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 1861320 SN: 74461454	Registered	CWC Direct LLC
United States	COLDWATER CREEK	RN: 3894090 SN: 85093341	Registered	CWC Direct LLC
United States	COLDWATER CREEK and Design	RN: 2740447 SN: 78141132	Registered	CWC Direct LLC
United States	COLDWATER CREEK and Design	RN: 2769235 SN: 78141070	Registered	CWC Direct LLC
United States	COLDWATER CREEK OUTLET	RN: 3672504 SN: 77665567	Registered	CWC Direct LLC
United States	COLDWATER CREEK THE SPA	RN: 3306042 SN: 77087272	Registered	CWC Direct LLC
United States	COLDWATER CREEK THE SPA	RN: 3266290 SN: 78764018	Registered	CWC Direct LLC

Country	Trademark	Reg. No. /App. No.	Reg. Date /Filing Date	Owner
United States	COTTONLUXE	RN: 4426166 SN: 85555639	Registered	CWC Direct LLC
United States	Design	RN: 3720169 SN: 78825762	Registered	CWC Direct LLC
United States	DESTINATIONS BY COLDWATER CREEK	RN: 4299279 SN: 85568725	Registered	CWC Direct LLC
United States	GUARANTEED ALWAYS. COLDWATER CREEK (Stylized)	RN: 4057615 SN: 85222705	Registered	CWC Direct LLC
United States	NO-IRON PERFECT SHIRT	RN: 4319200 SN: 85741842	Registered	CWC Direct LLC
United States	ONECREEK	RN: 3702061 SN: 77207782	Registered	CWC Direct LLC
United States	ONECREEK	RN: 3680357 SN: 77207791	Registered	CWC Direct LLC
United States	ONECREEK ELITE	RN: 4053888 SN: 85109912	Registered	CWC Direct LLC
United States	PERFECT SHIRT	RN: 4336502 SN: 85741848	Registered	CWC Direct LLC
United States	PERFECT TUNIC	RN: 4664948 SN: 85936383	Registered	CWC Direct LLC
United States	PONTE PERFECT	RN: 4466645 SN: 86045678	Registered	CWC Direct LLC
United States	PRIMAKNIT	RN: 4649880 SN: 85918185	Registered	CWC Direct LLC
United States	SHAPEME	RN: 3803551 SN: 77183040	Registered	CWC Direct LLC
United States	SHAPEME	SN: 86793684	Pending	CWC Direct LLC
United States	SHAPEME	RN: 3803552 SN: 77183068	Registered	CWC Direct LLC
United States	SPIRIT BY COLDWATER CREEK	RN: 3731760 SN: 77069008	Registered	CWC Direct LLC
United States	THE CREEK	RN: 4704021 SN: 85362577	Registered	CWC Direct LLC
United States	THE PERFECT SHIRT	RN: 4441573 SN: 85555628	Registered	CWC Direct LLC
United States	THE STUDIO PANT	RN: 4474248 SN: 85936975	Registered	CWC Direct LLC
United States	WEEKEND BY COLDWATER CREEK	RN: 4284012 SN: 85568726	Registered	CWC Direct LLC
United States	SHAPEME	RN: 5573580 SN: 87682617	Registered	CWC Direct LLC

SCHEDULE B:

TRADEMARK REGISTRATIONS IN COUNTRIES OTHER THAN U.S.A.

Country	Trademark	Reg. No. /App. No.	Reg. Date /Filing Date	Owner
Cambodia	COLDWATER CREEK	RN: 20989 SN: 21824/04	Registered	CWC Direct LLC
Canada	COLDWATER CREEK	RN: TMA448547 SN: 0734295	Registered	CWC Direct LLC
Canada	COLDWATER CREEK ELEMENTS	RN: TMA607690 SN: 1159758	Registered	CWC Direct LLC
Canada	COLDWATER CREEK SPIRIT	RN: TMA642366 SN: 1148694	Registered	CWC Direct LLC
Canada	SPIRIT OF THE WEST	RN: TMA544680 SN: 861014	Registered	CWC Direct LLC
China	COLDWATER CREEK	RN: 8477626 SN: 8477626	Registered	CWC Direct LLC
China	COLDWATER CREEK	RN: 8477627 SN: 8477627	Registered	CWC Direct LLC
China	COLDWATER CREEK	RN: 5492829 SN: 5492829	Registered	CWC Direct LLC
European Union (EUTM & RCD)	COLDWATER CREEK	RN: 815787 SN: 815787	Registered	CWC Direct LLC
Guatemala	COLDWATER CREEK	RN: 141145 SN: 200502816	Registered	CWC Direct LLC
Hong Kong	COLDWATER CREEK	RN: 300336753 SN: 300336753	Registered	CWC Direct LLC
India	COLDWATER CREEK	RN: 1484183 SN: 1484183	Registered	CWC Direct LLC
Japan	COLDWATER CREEK	RN: 4283173 SN: 1997-180502	Registered	CWC Direct LLC
Japan	COLDWATER CREEK	RN: 3347507 SN: 1995-081007	Registered	CWC Direct LLC
Japan	COLDWATER CREEK	RN: 4332739 SN: 1997-180503	Registered	CWC Direct LLC
Macao	COLDWATER CREEK	RN: N/15639 SN: N/15639	Registered	CWC Direct LLC
Mexico	COLDWATER CREEK	RN: 866419 SN: 674345	Registered	CWC Direct LLC
Paraguay	COLDWATER CREEK	RN: 345623 SN: 25252/2008	Registered	CWC Direct LLC
South Korea	COLDWATER CREEK	RN: 104290 SN: 41-2002- 0025449	Registered	CWC Direct LLC
Thailand	COLDWATER CREEK	RN: 220593 SN: 575705	Registered	CWC Direct LLC

Country	Trademark	Reg. No. /App. No.	Reg. Date /Filing Date	Owner
Vietnam	COLDWATER CREEK	RN: 4-0085943-000 SN: 4-2006-12279	Registered	CWC Direct LLC
WIPO	COLDWATER CREEK	RN: 1064079 SN: A0020703	Registered	CWC Direct LLC