

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ableco Finance LLC		09/04/2020	Limited Liability Company: DELAWARE
Congress Financial Corporation		09/04/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lernco, Inc.		
<b>Street Address:</b>	330 W. 34th St., Fl. 9		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2507567	NEW YORK & COMPANY	
<b>Registration Number:</b>	2629986	NEW YORK & COMPANY	
<b>Registration Number:</b>	3026644	NEW YORK & COMPANY	
<b>Registration Number:</b>	1431895	LERNER	
<b>Registration Number:</b>	3446405	NEW YORK & COMPANY	
<b>Registration Number:</b>	3382726	NY & C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146122323		
<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>	3146215070		
<b>Email:</b>	iptm@armstrongteasdale.com		
<b>Correspondent Name:</b>	Armstrong Teasdale LLP		
<b>Address Line 1:</b>	7700 Forsyth Boulevard, Suite 1800		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	38810		
<b>NAME OF SUBMITTER:</b>	Courtney Jackson		

CH \$165.00 2507567

<b>SIGNATURE:</b>	/Courtney Jackson/
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<b>DATE SIGNED:</b>	10/14/2020
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**Total Attachments: 75**

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

**COLE SCHOTZ P.C.**

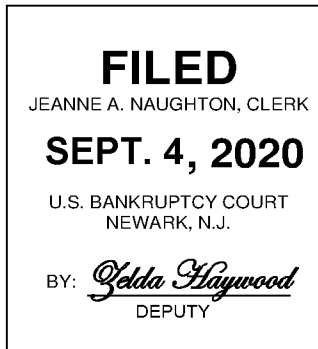
Michael D. Sirota, Esq.  
Stuart Komrower, Esq.  
Ryan T. Jareck, Esq.  
Matteo W. Percontino, Esq.  
Court Plaza North  
25 Main Street  
Hackensack, New Jersey 07601  
Telephone: (201) 489-3000  
Facsimile: (201) 489-1536

*Attorneys for Debtors  
and Debtors in Possession*

In re:

RTW RETAILWINDS, INC., *et al.*,

Debtors.<sup>1</sup>



Chapter 11

Case No. 20-18445 (JKS)

(Jointly Administered)

**ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (B) AUTHORIZING THE DEBTOR TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE PURCHASE AGREEMENT, (C) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (D) GRANTING RELATED RELIEF**

HONORABLE JOHN K. SHERWOOD  
UNITED STATES BANKRUPTCY JUDGE

Dated: September 4, 2020

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number, as applicable, are as follows: RTW Retailwinds, Inc. (1445); Lerner New York Holding, Inc. (2460); Lernco, Inc. (4787); Lerner New York, Inc. (2137); New York & Company, Inc. (4569); Lerner New York GC, LLC (6095); Lerner New York Outlet, LLC (6617); New York & Company Stores, Inc. (6483); FTF GC, LLC (7341); Lerner New York FTF, LLC (6279); Fashion to Figure, LLC (6997); FTF IP Company, Inc. (6936). The Debtors' principal place of business is 330 W. 34th St., 9th Floor, New York, New York 10001.

Upon the motion (the “**Motion**”),<sup>2</sup> of the above-captioned debtor and debtor in possession (collectively, the “**Debtors**”), for entry of an order (this “**Sale Order**”) (a) authorizing and approving the entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1** (as may be amended, supplemented or restated, the “**Purchase Agreement**”), and all other ancillary agreements (collectively, the “**Transaction Documents**”), by and among the Debtors and Saadia Group LLC (the “**Purchaser**”), (b) authorizing and approving the sale of those assets set forth in the Purchase Agreement (the “**E-Commerce Business Assets**”) free and clear of all liens, claims, encumbrances, and other interests, except to the extent set forth in the Purchase Agreement, and the assumption of certain assumed liabilities set forth in the Purchase Agreement (the “**Assumed Liabilities**”) pursuant to the Purchase Agreement upon the closing of the Sale (the “**Closing**”), (c) authorizing the assumption and assignment of executory contracts and unexpired leases set forth on **Exhibit 2** attached hereto, as the same may be subsequently modified pursuant to the terms of the Purchase Agreement (each, an “**Assigned Contract**,” and, collectively, the “**Assigned Contracts**”), upon the Closing, subject to the payment by the Purchaser of any payments to cure any defaults arising under any Assigned Contract (the “**Cure Payments**”), the provision of adequate assurance by the Debtors or the Purchaser, as applicable, that it will promptly cure any non-monetary defaults existing prior to the Closing under the Assigned Contracts, and the provision of adequate assurance of future performance by the Purchaser under the Assigned Contracts, and (d) granting related relief, all as more fully set forth in the Motion; and the United States Bankruptcy Court for the District of New Jersey (the “**Court**”) having entered the Order

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning given to such terms in the Motion, Purchase Agreement, or the Bidding Procedures Order (as defined herein), as applicable.

(A) Approving the Bidding Procedures in Connection with the Sale of Substantially All of the Debtor's Assets, (B) Approving Procedures for the Assignment and Assumption of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 192] (the "**Bidding Procedures Order**");<sup>3</sup> and the Debtors having conducted an auction (the "**Auction**") for the E-Commerce Business Assets; and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the E-Commerce Business Assets and determined that the Purchaser is the Successful Bidder and that Sunrise Brands LLC is the Back-Up Bidder (as defined in the Bidding Procedures), in accordance with the Bidding Procedures; and the Court having conducted a hearing on the Motion (the "**Sale Hearing**"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, the Purchase Agreement, and any and all objections to the Sale and the Transaction Documents filed in accordance with the Bidding Procedures Order; and the Court having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing and in the Declarations of Perry Mandarino submitted in support of the Sale [Docket Nos. 81 and 169] (the "**Mandarino Declarations**"); and it appearing that due notice of the Motion, the Sale Hearing, the Purchase Agreement, and the Sale has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation, it is hereby

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<sup>3</sup> All references herein to the Bidding Procedures Order shall also be deemed to be references to the bidding procedures approved thereby (the "**Bidding Procedures**").

**FOUND, CONCLUDED, AND DETERMINED THAT:**

**Jurisdiction, Venue, and Final Order**

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

**Notice of the Motion, Auction, Sale Hearing, Purchase Agreement and Sale and the Cure Payments**

D. As evidenced by the affidavits of service and publication previously filed with this Court, proper, timely, adequate, and sufficient notice of the Motion, the Auction, the Sale Hearing, the Purchase Agreement, and the Sale has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014. The Debtors have complied with all obligations to provide notice of the Motion, the Auction, the Sale Hearing, the Purchase Agreement, and the Sale as required by the Bidding Procedures Order. The

foregoing notice was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing, the Purchase Agreement, or the Sale is required. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Sale Notice (as defined in the Motion) in the *New York Times* on August 12, 2020 [Docket No. 228] was sufficient and reasonably calculated under the circumstances to reach such entities.

E. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

F. In accordance with the Bidding Procedures Order, the Debtors have served a notice or supplemental notice of their intent to assume and assign the Assigned Contracts listed on Exhibit 2 and of the Cure Payments upon each counterparty to such Assigned Contracts. The service and provision of such notice was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of the assumption and assignment of the Assigned Contracts or establishing a Cure Payment for the respective Assigned Contracts. Counterparties to the Assigned Contracts have had and will have an adequate opportunity to object to the assumption and assignment of the applicable Assigned Contracts and the Cure Payments set forth in the notices (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Purchaser (or its designee) for purposes of section 365(c)(1) of the Bankruptcy Code). All objections, responses, or requests for adequate assurance with respect to contracts that constitute Assigned Contracts as of the Sale Hearing, if any, have been resolved, overruled, or denied, as applicable; *provided however*, that with respect to supplemental notices served on



counterparties to the Assigned Contracts on August 25, 2020 (the “**August 25 Supplemental Notice**”), the deadline to respond to the August 25 Supplemental Notice is September 8, 2020.

**Highest and Best Offer**

G. As demonstrated by the Mandarinino Declarations, the evidence proffered or adduced at the Sale Hearing, and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a sale process in accordance with, and have, along with the Purchaser, complied in all respects with, the Bidding Procedures Order and afforded a full, fair, and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase the E-Commerce Business Assets and assume the Assumed Liabilities.

H. The Debtors and their advisors engaged in a robust and extensive marketing and sale process in accordance with the Bidding Procedures Order and the sound exercise of the Debtors’ business judgment

I. The Debtors and the Purchaser have negotiated and undertaken their roles leading to the entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner.

J. The Debtors, in combination with the Consultation Parties, conducted a fair and open sale process and the sale process, the Bidding Procedures, and the Auction was non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any entity that either expressed an interest in acquiring the E-Commerce Business Assets, or who the Debtors believed may have had an interest in acquiring the E-Commerce Business Assets, to make an offer to purchase the Debtors’ assets, including, without limitation, the E-Commerce Business Assets.

K. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest or otherwise best value for the E-Commerce Business Assets for the Debtors and their estates, was in the best interest of the Debtors,

their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result.

L. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale and the performance of its obligations under the Purchase Agreement.

M. The Debtors have also determined, in a valid and sound exercise of their business judgment and in consultation with their advisors and the Consultation Parties, that the next highest or otherwise best Qualified Bid (as defined in the Bidding Procedures) (the “**Back-Up Bid**”) for all or substantially all of the assets was Sunrise Brands LLC, as the Back-Up Bidder.

N. The consummation of the Sale outside a plan of reorganization pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors’ creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Sale does not constitute a sub rosa plan for which approval has been sought without the protections that a disclosure statement would afford.

O. Entry of an order approving the Purchase Agreement and all the provisions thereof is a necessary condition precedent to Purchaser’s consummation of the Sale, as set forth in and pursuant to the Purchase Agreement.

#### **Personal Identifiable Information**

P. The Debtors’ privacy policy does not prohibit the transfer of personal identifiable information, and therefore, the appointment of a consumer privacy ombudsman is not required.

#### **Pension Plan Information**

Q. To the extent any assets sold by the Debtors contain records of the Local 1102 Pension Fund Lerner Employees Plan (“**Pension Plan**”) or employment records of Pension Plan participants, the Purchaser shall store and preserve any such records until the Pension Benefit

Guaranty Corporation (“**PBGC**”) has completed its investigation regarding the Pension Plan and shall make such documents available to the PBGC (at reasonable times and upon reasonable advance notice to the Purchaser) for inspection and copying. Such records include, but are not limited to, any Pension Plan governing documents, actuarial documents, and employment records (collectively, the “**Pension Plan Documents**”). The Debtors shall retain and not abandon any Pension Plan Documents until the PBGC has completed its investigation regarding the Pension Plan.

#### **Good Faith of Purchaser**

R. The consideration to be paid by the Purchaser under the Purchase Agreement was negotiated at arm’s-length, in good faith and without collusion pursuant to section 363(m) of the Bankruptcy Code and constitutes reasonably equivalent value and fair and adequate consideration for the E-Commerce Business Assets. Specifically: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the E-Commerce Business Assets; (ii) the Purchaser complied in all respects with the provisions in the Bidding Procedures Order in negotiating and entering into the Transaction Documents, and the transactions described therein comply with the Bidding Procedures Order; (iii) the Purchaser agreed to subject any bid to the competitive bid procedures set forth in the Bidding Procedures Order; (iv) all payments made by the Purchaser in connection with the Sale have been disclosed in the Purchase Agreement; (v) no common identity of directors, officers or controlling stockholders exists among the Purchaser and the Debtors; (vi) the negotiation and execution of the Purchase Agreement and the other Transaction Documents were at arm’s-length and in good faith, and at all times each of the Purchaser and the Debtors were represented by competent counsel of their choosing; (vii) the Purchaser did not in any way induce or cause the chapter 11 filing of the Debtors; and (viii) the Purchaser has not acted in a collusive manner with any person. The Purchaser will be acting in

good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement and the other Transaction Documents. The terms and conditions set forth in the Purchase Agreement are fair and reasonable under the circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtors or their creditors under any applicable laws.

S. The Debtors and the Purchaser, and each of their respective management, boards of directors, members, officers, directors, managers, employees, agents, and representatives, have acted in good faith. The Purchase Agreement and the other Transaction Documents, and each of the transactions contemplated therein, were negotiated, proposed, and entered into by the Debtors and the Purchaser in good faith, without collusion or fraud, and from arm's-length bargaining positions. The Purchaser is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all the protections afforded thereby.

#### **No Fraudulent Transfer**

T. The consideration provided by the Purchaser pursuant to the Purchase Agreement for its purchase of the E-Commerce Business Assets and the assumption of the Assumed Liabilities constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

U. Neither the Purchaser nor its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, nor any of its nor their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies or partners (each, a "**Purchaser Party**" and collectively, the "**Purchaser Parties**") is a continuation of the Debtors or their respective estates and no Purchaser Party is holding itself

out to the public as a continuation of the Debtors or their estates and the Sale does not amount to a consolidation, merger, or de facto merger of the Purchaser (or any other Purchaser Party) and the Debtors.

**Validity of Transfer**

V. The Debtors' board of directors has authorized the execution and delivery of the Purchase Agreement and the Sale of the E-Commerce Business Assets to the Purchaser (or its designee). The Debtors (i) have full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Sale, and (iii) have taken all action necessary to authorize and approve the Purchase Agreement and to consummate the Sale, and no further consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate the transactions contemplated by the Purchase Agreement, except as otherwise set forth in the Purchase Agreement. The E-Commerce Business Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtors' estates.

**Section 363(f) of the Bankruptcy Code is Satisfied**

W. The Sale of the E-Commerce Business Assets to the Purchaser (or its designee) and the assumption and assignment to the Purchaser (or its designee) of the Assigned Contracts under the terms of the Purchase Agreement meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the Sale of the E-Commerce Business Assets will be free and clear of any and all liens, claims, encumbrances, and interests, and will not subject any Purchaser Party to any liability for any liens, claims, encumbrances, and interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), except as expressly provided in the Purchase Agreement with respect to the Assumed Liabilities (as

defined in the Purchase Agreement) and this Sale Order. All holders of liens, claims, encumbrances, and interests who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of liens, claims, encumbrances, and interests are adequately protected thereby satisfying section 363(e) of the Bankruptcy Code by having their liens, claims, encumbrances, and interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they assert liens, claims, encumbrances, and interests, or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such holder had prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable. Those holders of claims who did object and that have an interest in the E-Commerce Business Assets fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

X. The transfer of the E-Commerce Business Assets to the Purchaser (or its designee) under the Purchase Agreement will be a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the E-Commerce Business Assets free and clear of all liens, claims, encumbrances, and interests, except as expressly provided in the Purchase Agreement with respect to the Assumed Liabilities. The Debtors may sell their interests in the E-Commerce Business Assets free and clear of all liens, claims, encumbrances, and interests (except as otherwise provided in this Sale Order) because, in each case, one or more of the standards set forth in section 363(f) have been satisfied. The Purchaser would not have entered into the Transaction Documents and would not consummate the transactions contemplated thereby, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts (i) if the transfer of the E-Commerce Business Assets were not free and clear of all interest of any kind or nature whatsoever, including, without limitation, rights or claims based on

any successor, transferee, derivative or vicarious liability or any similar theory and/or applicable state or federal law or otherwise or (ii) if the Purchaser or any of its affiliates or designees would, or in the future could, be liable for any interests, including, without limitation, rights or claims based on any successor, transferee, derivative or vicarious liability or any similar theory and/or applicable state or federal law or otherwise, in each case subject only to the Assumed Liabilities. Not transferring the E-Commerce Business Assets free and clear of all interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any successor, transferee, derivative or vicarious liability or any similar theory and/or applicable state or federal law or otherwise (subject only to the Assumed Liabilities), would adversely impact the Debtors' efforts to maximize the value of their estates.

**Assumption and Assignment of the Assigned Contracts**

Y. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Sale Order are integral to the Purchase Agreement, are in the best interests of the Debtors and their estates, creditors, and other parties in interest, and represent the reasonable exercise of sound business judgment by the Debtors.

Z. The Debtors have met all the requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Purchaser (or its designee) and/or the Debtors have (i) cured and/or provided adequate assurance of prompt cure of any default existing prior to the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assigned Contracts, and (iii) provided adequate assurance of future performance, all within the meaning of sections 365(b)(1)(B) and (C) of the Bankruptcy Code. The Purchaser has provided adequate assurance of future performance within the meaning of sections

365(b)(1)(C) and 365(f)(2)(B) and in accordance with the Bidding Procedures to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts.

AA. At any time prior to one (1) business day prior to Closing, the Debtors shall have the right, in accordance with the Bidding Procedures Order, to serve a Supplemental Assumption Notice upon any non-Debtor counterparty thereto indicating the Debtors' intent to assume and assign such executory contract or unexpired lease (except for those counterparties to an unexpired lease of nonresidential real property). The Purchaser relinquishes any Designation Rights under the Purchase Agreement and shall provide the Debtors with notice ("**Landlord Notice**") of its intent direct the Debtors to assume, assume and assign, or reject any unexpired leases of nonresidential real property (the "**Landlord Leases**") on or before September 25, 2020 at 5:00 p.m. (prevailing Eastern Time), TIME BEING OF THE ESSENCE (the "**Lease Assumption or Rejection Notice Deadline**"), pursuant to the procedures set forth in paragraph 25. The objection deadline for all Assigned Contracts, other than those subject to a Supplemental Assumption Notice and the August 25 Supplemental Notice, lapsed on September 1, 2020. Objections, if any, to the proposed assumption and assignment or the Cure Payment proposed in any Supplemental Assumption Notice or the August 25 Supplemental Notice with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payment, the correct Cure Payment alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon, so as to be actually received by, counsel to the Debtors in accordance with the terms of the Bidding Procedures Order. If the parties cannot agree on a resolution, the Debtors will seek an expedited hearing before the Court to determine the Cure Payment and approve the assumption



and assignment to Purchaser. If there is no objection prior to the applicable objection deadline, then the counterparties to a Supplemental Notice or the August 25, 2020 Notice will be deemed to have consented to the assumption and assignment to Purchaser and the Cure Payment, and such assumption and assignment to Purchaser and the Cure Payment shall be deemed approved by this Sale Order without further order of this Court. Executory contracts, Landlord Leases, and unexpired leases not listed on **Exhibit 2** shall only be considered Assigned Contracts in accordance with the terms of this Sale Order and Section 365 of the Bankruptcy Code, including without limitation payment of the applicable Cure Payments.

BB. The (i) transfer of the E-Commerce Business Assets to the Purchaser and (ii) assignment to the Purchaser of the Assigned Contracts, will not subject the Purchaser or any of its affiliates or designees to any liability whatsoever that arises prior to the Closing or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, any theory of antitrust, successor, transferee, derivative, or vicarious liability or any similar theory and/or applicable state or federal law or otherwise, except for the Assumed Liabilities.

### **Consummation of the Sale**

CC. Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing, the sale of the E-Commerce Business Assets must be approved and consummated promptly to preserve the value of the E-Commerce Business Assets. Time, therefore, is of the essence in effectuating the Purchase Agreement. As such, the Debtors and the Purchaser intend to, and shall use their best efforts to, close the sale of the E-Commerce Business Assets as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and

consummation of the Purchase Agreement. Accordingly, there is sufficient cause to waive the stay provided in the Bankruptcy Rules 6004(h) and 6006(d).

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

**General Provisions**

1. The Motion is GRANTED to the extent set forth herein.
2. All objections to or reservation of rights with respect to the Motion or the relief requested therein that have not been withdrawn or resolved are overruled. All persons and entities who did not object or withdraw their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.
3. The Purchase Agreement, the First Amendment to Asset Purchase Agreement attached hereto as **Exhibit 3**, and the other Transaction Documents, and all terms and conditions thereof, are hereby approved, except as modified herein.
4. The Back-Up Bidder is hereby approved as the Back-Up Bidder (as defined in the Bidding Procedures), and the Back-Up Bid is hereby approved and authorized as the Back-Up Bid (as defined in the Bidding Procedures). To the extent necessary, and notwithstanding anything herein to the contrary, and subject in all circumstances to the Bidding Procedures (i) the terms and conditions of the Back-Up Bid will be fully determined and approved at a later date pursuant to a separate sale order consistent with the terms of the Back-Up Bid and the Bidding Procedures and (ii) all rights of Sunrise Brands LLC under the Asset Purchase Agreement, by and among RTW Retailwinds, Inc., the Other Sellers Party Hereto and Sunrise Brands, LLC, dated as of August 28, 2020, or with respect to the Landlord Leases relating to the Back-Up Bidder are reserved.

**Transfer of the E-Commerce Business Assets as set forth in the Purchase Agreement**

5. The Debtors are authorized and directed to (a) take any and all actions necessary or appropriate to perform, consummate, implement, and close the Sale in accordance with the terms

and conditions set forth in the Transaction Documents and this Sale Order, (b) assume and assign any and all Assigned Contracts, and (c) take all further actions and execute and deliver the Transaction Documents and any and all additional instruments and documents that may be necessary or appropriate to implement the Purchase Agreement and the other Transaction Documents and consummate the Sale in accordance with the terms thereof, all without further order of the Court.

6. The Purchaser is not acquiring any of the Excluded Assets or assuming any of the Excluded Liabilities (as defined in the Purchase Agreement).

7. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the E-Commerce Business Assets to the Purchaser (or its designee) in accordance with the Purchase Agreement, the other Transaction Documents and this Sale Order.

8. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the E-Commerce Business Assets shall be immediately vested in the Purchaser (or its designee) pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code. Such transfer shall constitute a legal, valid, enforceable, and effective transfer of the E-Commerce Business Assets. All persons or entities, presently or at or after the Closing, in possession of some or all of the E-Commerce Business Assets, are directed to surrender possession of any and all portions of the E-Commerce Business Assets to the Purchaser (or its designee) or its respective designees on the Closing or at such time thereafter as the Purchaser (or its designee) may request.

9. This Sale Order (a) shall be effective as a determination that, as of the Closing, (i) no claims other than the Assumed Liabilities or as otherwise set forth herein will be assertable against any Purchaser Party or any of its respective assets, (ii) the E-Commerce Business Assets

shall have been transferred to the Purchaser (or its designee) free and clear of all liens, claims, encumbrances and interests, subject only to the Assumed Liabilities, and (iii) the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents. The E-Commerce Business Assets are sold free and clear of any reclamation rights. All liens, claims, encumbrances and interests on the E-Commerce Business Assets shall attach to the proceeds of the Sale ultimately attributable to the property against which such liens, claims, encumbrances and interests applied or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such liens, claims, encumbrances and interests applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

10. Except as otherwise provided in the Purchase Agreement (including with respect to the Assumed Liabilities) or as otherwise set forth herein, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers,

vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with, or in any way relating to, the Debtors, the E-Commerce Business Assets, and the ownership, sale, or operation of the E-Commerce Business Assets prior to Closing or the transfer of the E-Commerce Business Assets to the Purchaser (or its designee), are hereby forever barred, estopped, and permanently enjoined from asserting such claims against any Purchaser Party and its property. Following the Closing, no holder of any claim or interest shall interfere with the Purchaser's (or its designee's) title to or use and enjoyment of the E-Commerce Business Assets based on or related to any such claim or interest, or based on any action the Debtors may take in their Chapter 11 cases.

11. If any person or entity that has filed financing statements, mortgages, mechanic's claims, lis pendens, or other documents or agreements evidencing claims against the Debtors or in the E-Commerce Business Assets shall not have delivered to the Debtors prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all liens, claims, encumbrances and interests that the person or entity has with respect to the Debtors or the E-Commerce Business Assets or otherwise, then only with regard to the E-Commerce Business Assets that are purchased by the Purchaser (or its designee) pursuant to the Purchase Agreement and this Sale Order, (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the E-Commerce Business Assets, (b) the Purchaser (or its designee) is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against the Purchaser and the E-Commerce Business Assets, and (c) upon consummation of the Sale, the

Purchaser (or its designee) may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all liens, claims, encumbrances and interests that are extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code, and any other provisions of the Bankruptcy Code, with respect to the E-Commerce Business Assets. This Sale Order is deemed to be in a recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the Sale and assignment of the E-Commerce Business Assets free and clear of liens, claims, encumbrances and interests shall be self-executing and neither the Debtors nor the Purchaser (or its designee) shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

**No Successor or Transferee Liability**

12. No Purchaser Party shall be deemed, as a result of any action taken in connection with the Purchase Agreement, the consummation of the Sale contemplated by the Purchase Agreement, or the transfer, operation, or use of the E-Commerce Business Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Purchaser, with respect to any Assumed Liabilities or as set forth herein), (b) have, de facto or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act of 1974 (“ERISA”), tax law, labor law, products liability law, employment law, environmental law, or other law, rule, or regulation (including, without limitation, filing requirements under any such

laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation.

13. Other than as expressly set forth in the Purchase Agreement (including with respect to the Assumed Liabilities) or as set forth herein, no Purchaser Party shall have any responsibility for (a) any liability or other obligation of the Debtors or related to the E-Commerce Business Assets or (b) any claims against the Debtors or any of its predecessors or affiliates. Except as expressly provided in the Purchase Agreement (including with respect to the Assumed Liabilities) or as set forth herein with respect to the Purchaser, no Purchaser Party shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as defined herein, "**Successor Liability**") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor, or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, liabilities on account of (a) any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the E-Commerce Business Assets or the Assumed Liabilities prior to the Closing or in respect of pre-Closing periods or (b) any plan, agreement, practice, policy, or program, whether written or unwritten, providing for pension, retirement, health, welfare, compensation or other employee benefits which is or has been sponsored, maintained or contributed to by the Debtors or with respect to which the Debtors have any liability, whether or not contingent, including, without limitation, any "multiemployer plan" (as defined in Section 3(37) of ERISA) or "pension plan" (as defined in Section 3(2) of ERISA)

to which the Debtors have at any time contributed, or had any obligation to contribute. Except to the extent expressly included in the Assumed Liabilities with respect to the Purchaser or as otherwise expressly set forth in the Purchase Agreement, no Purchaser Party shall have any liability or obligation under any applicable law, including, without limitation, (a) the WARN Act (29 U.S.C. §§ 2101 et seq.), (b) the Comprehensive Environmental Response Compensation and Liability Act, (c) the Age Discrimination and Employment Act of 1967 (as amended), (d) the Federal Rehabilitation Act of 1973 (as amended), (e) the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the “NLRA”), or (f) any foreign, federal, state, or local labor, employment or environmental law, by virtue of the Purchaser’s purchase of the E-Commerce Business Assets, assumption of the Assumed Liabilities, or hiring of certain employees of the Debtors pursuant to the terms of the Purchase Agreement. Without limiting the foregoing, no Purchaser Party shall have any liability or obligation with respect to any environmental liabilities of the Debtors or any environmental liabilities associated with the E-Commerce Business Assets except to the extent they are Assumed Liabilities set forth in the Purchase Agreement.

14. Immediately prior to the Closing, the Purchaser was not an “insider” or “affiliate” of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or controlling stockholders existed between the Purchaser and the Debtors.

15. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against any Purchaser Party or their respective assets (including, without limitation, the E-Commerce Business Assets), with respect to any (a) claim in these Chapter 11 cases or in connection with or related to the Sale or the Debtors or (b) Successor Liability including, without limitation, the following actions with



respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, failing, or refusing to renew any license, permit, or authorization to operate any business in connection with the E-Commerce Business Assets or conduct any of the businesses operated with respect to such assets. For the avoidance of doubt, nothing in this paragraph shall affect the post-Closing rights and remedies of counterparties to Assigned Contracts or the Landlord Leases.

#### **Good Faith of Purchaser**

16. The Sale contemplated by the Purchase Agreement is undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including, without limitation, the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly and properly stayed pending such appeal.

17. Neither the Debtors nor the Purchaser have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code.

#### **Assumption and Assignment of Assigned Contracts**

18. Subject to the terms of this Sale Order, the Debtors are authorized and directed at the Closing to assume and assign each of the Assigned Contracts to the Purchaser (or its designee)

pursuant to sections 105(a) and 365 of the Bankruptcy Code and to execute and deliver to the Purchaser (or its designee) such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Purchaser (or its designee). The payment of the applicable Cure Payments (if any), the provision of adequate assurance by the Debtors or the Purchaser, as applicable, that it will promptly cure any non-monetary defaults existing prior to Closing under the Assigned Contracts, and the provision of adequate assurance of future performance by the Purchaser under the Assigned Contracts shall (a) effect a cure of all defaults existing thereunder as of the Closing or all defaults required to be cured pursuant to section 365(b)(1) of the Bankruptcy Code and (b) compensate for any actual pecuniary loss to such counterparty resulting from such default.

19. Notwithstanding any other provision of this Sale Order or the Purchase Agreement, no agreement between the Debtors on the one hand, and Oracle America, Inc. (“**Oracle**”) on the other hand (the “**Oracle Agreements**”), will be assumed, assigned, or transferred, and no shared or concurrent use of Oracle’s products and services by the Purchaser or its affiliates or designees on account of the Oracle Agreements will be authorized, absent further Court order or Oracle’s prior written consent.

20. In the event that the Second Amended and Restated Private Label Credit Card Program Agreement by and among Comenity Bank (“**Comenity**”) and New York & Company, Inc., Lerner New York, Inc., and Nevada Receivable Factoring, Inc. dated as of July 14, 2016 (the “**Program Agreement**”) is not assumed prior to or simultaneous with the Closing (recognizing that it cannot be assumed after the Closing pursuant to this Order and the Purchase Agreement) and unless otherwise agreed to by Comenity in a separate written agreement, the private label credit cards offered by Comenity to qualifying RTW Retailwinds, Inc. customers

pursuant to the Program Agreement shall immediately cease being accepted for the purchase or return of any merchandise or inventory upon the closing of the sale to the Purchaser except as to the store closing sales being conducted pursuant to the *Final Order (I) Authorizing the Debtors to Assume the Consultant Agreement, (II) Approving Procedures for Store Closing Sales, and (III) Approving the Implementation of Customary Store Bonus Program and Payments to Non-Insiders Thereunder* (the “**GOB Sales Order**”). In the event the Purchaser does not assume the Purchase Agreement at or prior to the Closing, the Debtors may continue use of private label credit cards under the terms of the Program Agreement through the conclusions of sales under the GOB Order, and thereafter shall reject the Program Agreement and the private label cards shall cease being accepted for purchase or return of any merchandise or inventory upon the effective rejection date of the Program Agreement. Additionally, Comenity shall be permitted to continue the use of RTW Retailwinds, Inc.’s trademarks and service marks as provided under the existing Program Agreement and as necessary to administer the private label credit card accounts (including, but not limited to collections) until such time as all the accounts are fully processed, collected and closed.

21. Pursuant to section 365(f) of the Bankruptcy Code, subject to the payment of the applicable Cure Payments, the provision of adequate assurance by the Debtors or the Purchaser, as applicable, that it will promptly cure any non-monetary defaults existing prior to the Closing under the Assigned Contracts, and the provision of adequate assurance of future performance by the Purchaser under the Assigned Contracts, the Assigned Contracts to be assumed and assigned under the Purchase Agreement shall be assigned and transferred to and remain in full force and effect for the benefit of, the Purchaser (or its designee) notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract to the

Purchaser (or its designee) or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract to the Purchaser (or its designee), constitute unenforceable anti-assignment provisions that are void and of no force and effect solely in connection with the Sale. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser (or its designee) of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser (or its designee) shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser (or its designee). Each counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or any Purchaser Party or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing or arising by reason of the Closing, including, without limitation, any breach related to or arising out of change-in-control provisions in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (b) asserting against any Purchaser Party (or its respective property, including, without limitation, the E-Commerce Business Assets) any claim, counterclaim, defense, breach, condition, or setoff asserted, or assertable against the Debtors existing as of the Closing or arising by reason of the Closing except for the Assumed Liabilities. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the Purchase Agreement, the Purchaser shall be liable for all obligations and liabilities under the Assigned Contracts or the Landlord Leases which are assumed to the extent such obligations or liabilities arise or are (as

required by the applicable executory contract or unexpired lease) billed after the Closing (with respect to Assigned Contracts) or after October 1, 2020 (with respect to the Landlord Leases), including, but not limited to any and all liabilities or obligations arising under the Assigned Contracts or the Landlord Leases with respect to any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, promotional funds, insurance, fees, or other charges) when billed in the ordinary course regardless of whether such obligations or liabilities are attributable to the period prior to the Closing or October 1, 2020, as applicable, in each case subject to the terms and conditions of the Assigned Contract or Landlord Lease.

22. Upon the Closing and the payment of the relevant Cure Payments, if any, the provision of adequate assurance by the Debtors or the Purchaser, as applicable, that it will promptly cure any non-monetary defaults existing prior to the Closing under the Assigned Contracts, and the provision of adequate assurance of future performance by the Purchaser under the Assigned Contracts, the Purchaser (or its designee) shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and the Debtors shall be released, to the extent provided in section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts; *provided however*, that any counterparty to an Assigned Contract may seek to recover from the Debtors indemnification obligations, if any, arising from third-party claims asserted with respect to or arising from the Debtors' use and occupancy of the leased premises prior to the Closing for which the Debtors have a duty to indemnify such counterparty to an Assigned Contract pursuant to the applicable Assigned Contract, solely with respect to available insurance coverage. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Purchaser (or its designee) or the Debtors as a result of the assumption and assignment of the Assigned

Contracts. The failure of the Debtors or the Purchaser (or its designee) to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser (or its designee), as the case may be, to enforce every term and condition of such Assigned Contract. Any party that may have had the right to consent to the assignment of any Assigned Contract is deemed to have consented for the purposes of section 365(e)(2)(A) of the Bankruptcy Code.

23. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing after the Sale Objection Deadline and prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured on the Closing, or as soon thereafter as reasonably practicable.

24. The assignments of each of the Assigned Contracts are made in good faith under sections 363(b) and 363(m) of the Bankruptcy Code.

25. With respect to any contract or unexpired lease (other than a Landlord Lease), all of the terms under the Assumption Procedures approved by the Bidding Procedures Order shall govern any Supplemental Assumption Notice. With respect to any Landlord Lease, all of the terms of the Assumption Procedures approved by Bidding Procedures Order shall govern any Supplemental Assumption Notice except that (i) the Purchaser shall provide the Landlord Notice on or before the Lease Assumption or Rejection Notice Deadline, TIME BEING OF THE ESSENCE, and (ii) within one (1) business day of the Debtors' receipt of the Landlord Notice, the Debtors shall file to the docket and serve by email to the contract counterparty and its counsel (if known) a Supplemental Assumption Notice. Such Supplemental Assumption Notice shall (i) include the Debtors' proposed cure amounts for each Landlord Lease, (ii) provide information establishing adequate assurance of future performance by the proposed assignee, and (iii) set forth

the applicable objection deadline, which shall be no less than fourteen (14) days from service of the applicable Supplemental Assumption Notice. In the event the Purchaser provides the Debtors with a Landlord Notice as to any Landlord Leases, the Purchaser shall be liable for any and all obligations or liabilities under the Landlord Leases to the extent such obligations or liabilities arise or are (as required by the applicable executory contract or unexpired lease) billed on or after October 1, 2020, including, but not limited to any and all liabilities or obligations arising under the Landlord Leases with respect to any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, promotional funds, insurance, fees, or other charges) when billed in the ordinary course regardless of whether such obligations or liabilities are attributable to the period prior to October 1, 2020, in each case subject to the terms and conditions of the Landlord Leases.

26. Any party failing to timely file an objection to the cure amount, the proposed assumption and assignment of an Assigned Contract or Supplemental Assumption Notice, as applicable, or the Sale, is deemed to have consented to (a) such Cure Payment, (b) the assumption and assignment of such Assigned Contract or contracts, Landlord Lease, or unexpired lease set forth in any Supplemental Assumption Notice (including the adequate assurance of future performance), (c) the related relief set forth in this Sale Order, and (d) the Sale. Such party shall be forever barred and estopped from objecting to the Cure Payment, the assumption and assignment of the Assigned Contract or contracts, Landlord Lease, or unexpired lease set forth in a Supplemental Assumption Notice, adequate assurance of future performance, the relief set forth in this Sale Order, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Purchaser, as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts against the Debtors

and the Purchaser, as applicable, with respect to such party's Assigned Contract, contract, Landlord Lease, or unexpired lease set forth in a Supplemental Assumption Notice. The assumption and assignment of any contract, unexpired lease, or Landlord Lease shall be effective without further Order of the Bankruptcy Court upon expiration of the applicable objection deadline unless (A) the contract counterparty timely serves an objection upon the Purchaser and the Debtors that relates to adequate assurance of future performance and/or a cure issue that was not required to be raised in an objection to any Contract Assumption Notice prior to the Sale Hearing or that pertains to matters arising after the Sale Hearing, or (B) the contract counterparty otherwise consents to the assumption and assignment on terms mutually agreed by the Purchaser and such contract counterparty; *provided however*, that prior to the applicable objection deadline, a contract counterparty to a Landlord Lease may request of the Debtors, and if requested, the Debtors shall submit to the Bankruptcy Court an Order effectuating the assumption and assignment of the Landlord Lease under Section 365 of the Bankruptcy Code pursuant to the terms of this Sale Order. If Purchaser, the Debtors and the applicable contract counterparty are unable to resolve such objection timely served pursuant to the above, the Debtors shall schedule the matter for hearing before the Bankruptcy Court on no less than five (5) business days' notice. Any contract or unexpired lease, other than a Landlord Lease, shall be deemed rejected if not assumed at the Closing and such rejection shall be effective without further Order of the Bankruptcy Court. For the avoidance of doubt, the rights of a counterparty to a Landlord Lease to object to the proposed assumption and assignment of such Landlord Lease at such time in the future are fully reserved.

27. With respect to the rejection of Landlord Leases, the process for the Debtors' implementation of such rejections shall be subject to and comply in all respects with the procedures



previously approved by this Court on July 15, 2020 in the *Order Authorizing and Approving Procedures for Rejection of Executory Contracts and Unexpired Leases* [Docket No. 54].

**Other Miscellaneous Provisions**

28. Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence, provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

29. The terms and provisions of the Purchase Agreement, the other Transaction Documents and this Sale Order shall be binding in all respects upon the Debtors, their affiliates, their estates, all creditors of (whether known or unknown) and holders of equity interests in any of the Debtors, any holders of claims against or on all or any portion of the E-Commerce Business Assets, all counterparties to the Assigned Contracts, and the Purchaser, and all of their respective successors and assigns including, but not limited to, any subsequent trustee(s), examiner(s), or receiver(s) appointed in any of the Debtors' Chapter 11 cases or upon conversion to Chapter 7 under the Bankruptcy Code, as to which trustee(s), examiner(s), or receiver(s) such terms and provisions likewise shall be binding. The Purchase Agreement shall not be subject to rejection or avoidance by the Debtors, their estates, creditors, shareholders, or any trustee(s), examiner(s), or receiver(s).

30. The terms and provisions of this Sale Order and any actions taken pursuant hereto shall survive entry of an order which may be entered: (a) confirming any chapter 11 plan in any of this Chapter 11 case; (b) converting the Chapter 11 case to a case under chapter 7 of the Bankruptcy Code; (c) dismissing the Chapter 11 case; or (d) pursuant to which this Court abstains from hearing

the Chapter 11 case. The terms and provisions of this Sale Order, notwithstanding the entry of any such orders described in (a)-(d) above, shall continue in this Chapter 11 case, or following dismissal of this Chapter 11 case.

31. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

32. The Purchase Agreement may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not, based on the Debtors' business judgment, and in consultation with the Consultation Parties, have a material adverse effect on the Debtors' estates or its creditors or impact the rights reserved, if any, under this Sale Order. The Debtors shall provide the Consultation Parties with prior notice of any such modification, amendment, or supplement of the Purchase Agreement. For the avoidance of doubt, all other modifications, amendments, or supplements that have a material adverse effect on the Debtors' estates or their creditors shall require Court approval.

33. The Purchase Agreement and the Sale contemplated hereunder shall not be subject to any bulk sales laws or any similar law of any state or jurisdiction.

34. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

35. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014 or otherwise, the terms and conditions of this Sale Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Sale Order.

36. To the extent there is any conflict between the terms of this Sale Order and the Purchase Agreement, the terms of this Sale Order shall control. Nothing contained in any chapter 11 plan hereinafter confirmed in this Chapter 11 case or any order confirming such chapter 11 plan, or any other order of the Court, shall conflict with or derogate from the provisions of the Purchase Agreement or any other Transaction Document or the terms of this Sale Order.

37. The Court shall retain exclusive jurisdiction with respect to the terms and provisions of this Sale Order and the Purchase Agreement.

38. Notwithstanding anything herein or in the Bidding Procedures Order to the contrary:

- (a) All notices to non-Debtor counterparties to Landlord Leases, including without limitation, Supplemental Assumption Notices, shall be served by email on such counterparties and their counsel (if known); and
- (b) The filing of objections and responses, if any, by counterparties to Landlord Leases, on the Docket, maintained in the above captioned jointly administered cases by way of this Court's CM/ECF electronic filing system and protocols, shall constitute good and sufficient service, with any otherwise applicable service requirements being hereby waived and dispensed with.

39. The Purchaser shall increase its Deposit (as defined in section 2.3(b) of the Purchase Agreement) to \$8,000,000 by 11:00 a.m. (prevailing Eastern Time) on September 4, 2020, TIME BEING OF THE ESSENCE.

40. The Purchaser relinquishes Designation Rights and commits to providing the Debtors with the Landlord Notice on or before the Lease Assumption or Rejection Notice Deadline, TIME BEING OF THE ESSENCE.

41. The Purchaser shall provide by no later than September 10, 2020 at 5:00 p.m. (prevailing Eastern Time), proof, reasonably acceptable to the Debtors and the Committee, that it has available funds to consummate the Sale no later than the Outside Date, TIME BEING OF THE ESSENCE.

42. The Outside Date as set forth in the Purchase Agreement is October 1, 2020, TIME BEING OF THE ESSENCE.

# **EXHIBIT 1**

**ASSET PURCHASE AGREEMENT**  
**BY AND AMONG**  
**RTW RETAILWINDS, INC.,**  
**THE OTHER SELLERS PARTY HERETO,**  
**AND**  
**SAADIA GROUP LLC**  
**DATED AS OF AUGUST 28, 2020**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into as of August 28, 2020 (the “Effective Date”) by and among RTW Retailwinds, Inc., a Delaware corporation (the “Company”), and the other direct and indirect wholly-owned Subsidiaries or Affiliates of the Company that are signatories hereto (together with the Company, the “Sellers”), and Saadia Group, LLC, or its wholly owned Subsidiary or Affiliates (“Buyer”). Sellers and Buyer are referred to collectively herein as the “Parties”.

### WITNESSETH

**WHEREAS**, the Company and certain of its affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) on July 13, 2020;

**WHEREAS**, Sellers are engaged in (a) the business of marketing, distributing and selling apparel and related accessories, and (b) the operation of stores (the “Stores”) and the retail sale of apparel and accessories at such Stores (the “Retail Business”), and (c) through e-commerce platforms, including the E-Commerce Platform (the “E-Commerce Business,” and collectively with the Retail Business, the “Business”);

**WHEREAS**, Sellers desire to sell, transfer and assign to Buyer all of the Acquired Assets (as defined below), and Buyer desires to purchase, acquire and assume from Sellers, all of the Acquired Assets and Assumed Liabilities (as defined below);

**WHEREAS**, Buyer intends to use the Acquired Assets to continue the E-Commerce Business as a going concern, and to offer employment to current employees of Sellers, many of whom Buyer considers essential to that objective;

**WHEREAS**, Buyer desires to acquire the Designation Rights (as defined below) to the Assumed Leases (as defined below);

**WHEREAS**, Buyer intends to use Assumed Leases to continue the Retail Business as a going concern, and to offer employment to current employees of Sellers, many of whom Buyer considers essential to that objective;

**NOW, THEREFORE**, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

### ARTICLE I DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement:

“Acquired Assets” means all of Sellers’ right, title and interest, free and clear of all Liens (other than Permitted Liens and Permitted Post-Closing Liens), in and to the following properties,

rights, interests and tangible and intangible assets of Sellers used in, held for use in, or relating to the E-Commerce Business and as specifically set forth with respect to the Retail Business:

(a) all Merchandise owned by Sellers that was (i) purchased (or ordered in the case of inventory purchased after the Effective Date) specifically for resale on the E-Commerce Platform, (ii) designated for sale on the E-Commerce Platform in the ordinary course of business prior to the Effective Date to support projected levels of sale, or (iii) subject to Section 2.3(c), designated for resale on the E-Commerce Platform, including the Merchandise at, and en route to, the Distribution Center, and all orders for such Merchandise placed but not yet received by Sellers;

(b) all Credit Card Receivables, in each case as of the Closing;

(c) the Assumed Leases, together with (to the extent of the Sellers' interest therein) the buildings, fixtures and improvements located on or attached to the underlying real property, and all rights arising thereunder, and all tenements, hereditaments, appurtenances and other real property rights appertaining thereto, subject to the rights of the applicable landlord (including rights to ownership or use of such property) under such Assumed Leases;

(d) the Transferred Contracts and all rights and benefits thereunder;

(e) other than the Excluded Deposits, all prepaid expenses of any Seller, including deposits, security deposits, merchant deposits, prepaid rent and prepaid expenses (other than pursuant to any Contract which is not a Transferred Contract or any Lease which is not an Assumed Lease and excluding all Cash Equivalents of Sellers);

(f) to the extent requested in writing by Buyer and assignable to Buyer under applicable Law, all Permits issued to, or for the benefit of, any Seller relating to the operation of the E-Commerce Business and Retail Business, and all pending applications or filings therefor and renewals thereof;

(g) all internet domain names owned or purported to be owned by Sellers, including the internet domain name registrations and social media accounts set forth in Schedule 1.1(a) (the "Transferred Domain Names");

(h) all Trademarks owned or purported to be owned by Sellers (the "Transferred Trademarks"), including the historical trademark files, and further including any and all of Sellers' right, title and interest to the name "New York & Company" or any derivation thereof;

(i) all Intellectual Property Licenses, to the extent included in the Transferred Contracts;

(j) all other Intellectual Property owned by Sellers, or in which Sellers have any interest or right, which is used in, held for use in, or relating to the Business (the Intellectual Property in clauses (g) – (j) of this definition of the Acquired Assets, collectively, the "Transferred Intellectual Property");



(k) to the extent their transfer is permitted by applicable Law, all third-party warranties, refunds, rights of recovery, rights of set-off or counter-claim and rights of recoupment of every kind and nature for the benefit of, or enforceable by, any Seller in each case to the extent arising from or relating the Acquired Assets;

(l) all marketing, advertising and promotional materials and product samples and designs used in, held for use in, or relating to the Acquired Assets;

(m) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, servers, offsite and backup storage, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files of any Seller in whatever media retained or stored, including computer programs and disks, in each case used in, held for use in, or relating to the E-Commerce Business, the Retail Business and the Acquired Assets or the Assumed Liabilities, including files in the possession of or under the control of Sellers (collectively, the "Business Records");

(n) goodwill associated with the Business and the Acquired Assets;

(o) all of Sellers' rights of publicity and all similar rights, including all commercial merchandising rights;

(p) all product designs, design rights, tech packs, artwork, archival materials and advertising materials, copy, commercials, images and artwork owned by any Seller, or in which any Seller has any interest or right;

(q) all customer data, customer lists, and information related to customer purchases through the E-Commerce Platform or any similar e-commerce platform owned, operated, or controlled by any Seller and the Retail Business (the "Customer Information") (excluding from the foregoing any credit card numbers or related customer payment source, social security numbers, or other personally identifiable information the transfer of which would contravene applicable privacy Law);

(r) all of Sellers' telephone and fax numbers related to the E-Commerce Business and Retail Business, including without limitation telephone and fax numbers associated with the Distribution Center and Sellers' corporate headquarters;

(s) all claims, causes of action (including claims arising under the Bankruptcy Code), lawsuits, judgments, privileges, counterclaims, defenses, demands, right of recovery, rights of set-off, rights of subrogation and all other rights of any kind, in each case solely to the extent arising from the Intellectual Property owned by the Sellers or the Acquired Assets;

(t) all Furnishings and Equipment listed located in any of the Stores with respect to any Assumed Leases or included on Exhibit I; and

(u) all tangible and intangible assets included in the E-Commerce Business, E-Commerce Platform or any similar e-commerce platform and to the Retail Business to the extent

required with respect to the operation of the Retail Business with any Assumed Leases owned, operated, or controlled by any Seller (provided that to the extent any such assets include rights to which Sellers are entitled pursuant to any Contract, such rights shall only be included in the Acquired Assets if such Contract is a Transferred Contract);

(v) all computer hardware, software and infrastructure, solely to the extent exclusively used in connection with the Stores under any Assumed Leases and the general hardware, software and infrastructure, including any POS system used to operate the Retail Business, provided, however, notwithstanding anything to the contrary set forth in this definition, the Acquired Assets shall not include any Excluded Assets.

“Administrative Expense Claims” means a Liability relating to an administrative expense of a kind specified in section 503(b), 507(b) or 1114(e) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise, provided, however, that notwithstanding the foregoing, except where expressly indicated otherwise, the term “Affiliate” shall not include, and is intended to specifically exclude, any non-Debtor Affiliate of the Sellers.

“Affiliate Agreement” has the meaning set forth in Section 3.15.

“Agreement” has the meaning set forth in the preamble.

“Aircraft Shipping Charges” has the meaning set forth in Section 5.2(a)(vi).

“Allegedly Infringing Merchandise” means any Merchandise that is the subject of any Litigation which is pending, or threatened in writing against any Seller or its Affiliates or with respect to which any Seller or its Affiliates has received written notice, in each case that alleges that such Merchandise infringes any other Person’s Intellectual Property rights, including Merchandise intended to be withdrawn from advertisement or availability for sale due to such an allegation or claim.

“Allocation Principles” has the meaning set forth in Section 2.7.

“Anti-Bribery Laws” has the meaning set forth in Section 3.14(d).

“Assumed Leases” has the meaning set forth in Section 2.6(b).

“Assumed Liabilities” means only the following Liabilities:

(a) all Liabilities under the Assumed Leases or Transferred Contracts solely to the extent such Liabilities arise from and after the Closing Date.

“WARN Act” means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local Law.

Section 1.2 Interpretations. Unless otherwise indicated herein to the contrary:

When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement. The words “include,” “includes” or “including” and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “if” and other words of similar import shall be deemed, in each case, to be followed by the phrase “and only if.” The use of “or” herein is not intended to be exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto. Any reference herein to “Dollars” or “\$” shall mean United States dollars. Buyer acknowledges and agrees that the specification of any dollar amount in the representations, warranties, or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and Buyer shall not use the fact of the setting of such amounts in any dispute or controversy between the Parties as to whether any obligation, item, or matter is or is not material. References in this Agreement to materials or information “furnished to Buyer” and other phrases of similar import include all materials or information made available to Buyer or its Representatives in the data room prepared by Sellers or provided to Buyer or its Representatives in response to requests for materials or information. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. The words “to the extent” shall mean “the degree by which” and not “if.”

**ARTICLE II**  
**PURCHASE AND SALE**

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing, Buyer will purchase from Sellers on an “as is, where is” basis, and Sellers will sell, transfer, assign, convey and deliver to Buyer, at the Closing all of Sellers’ right, title and interest in, to and under the Acquired Assets.

(d) There are no Liens relating to Taxes (other than Permitted Liens) on any Acquired Assets;

(e) Sellers have withheld all material Taxes with respect to the Acquired Assets or the Business required to be withheld and timely paid or remitted such Taxes to the appropriate Governmental Authority;

(f) In the last three (3) years, no claim has been made in writing by an authority in a jurisdiction where a Seller does not currently file Tax Returns that such Seller may be subject to Tax by that jurisdiction with respect to the Acquired Assets or the Business; and

(g) Sellers are not “foreign persons” within the meaning of section 1445(f)(3) of the IRC.

Section 3.12 Employee Benefits. Section 3.12 of the Disclosure Schedule lists all material “employee benefit plans,” as defined in section 3(3) of ERISA, including any multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans or arrangements (other than governmental plans and statutorily required benefit arrangements), including bonus or incentive plans, deferred compensation arrangements, fringe benefits, retention arrangements, severance pay, sick leave, vacation pay, disability, medical insurance and life insurance maintained or contributed to by Sellers and their Subsidiaries with respect to Covered Employees (the “Company Benefit Plans”).

Section 3.13 Intellectual Property.

(a) Except as set forth on Section 3.13(a)(i) of the Disclosure Schedule and except with respect to the Licensed Intellectual Property, Sellers own all right, title and interest in and to the Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens). Except as set forth in Section 3.13(a)(ii) of the Disclosure Schedules or as otherwise contemplated by this Agreement, the Transferred Intellectual Property (and the other Acquired Assets) constitutes all product-related Intellectual Property (i.e., that is used for the branding of articles of clothing or accessories products or with respect to the design, features, functionality or material of such products).

(b) Trademarks:

(i) To the Knowledge of the Sellers, Section 3.13(b)(i) of the Disclosure Schedule contains a complete and accurate list of all registered and applied for Trademarks included in the Owned Intellectual Property, including for each the applicable trademark or service mark, trademark registration numbers and registration dates, as applicable.

(ii) Except as set forth on Section 3.13(b)(ii) of the Disclosure Schedule and except with respect to any Trademark that is Licensed Intellectual Property, to the Knowledge of the Sellers, all of the registered Trademarks included in the Transferred Intellectual Property are subsisting and in full force and effect. To the Knowledge of the Sellers, each of the United States registered Trademarks owned by any Seller included in the Transferred Intellectual Property

for which filings based on continuous use have been made by Sellers have been in continuous use in the United States or had been in continuous use in the United States at the time such filings were made. To the Knowledge of the Sellers, none of the material trademark registrations owned by any Seller included in the Transferred Intellectual Property is subject to any outstanding maintenance fees or renewal actions.

(iii) Except as set forth on Section 3.13(b)(iii) of the Disclosure Schedule, to the Knowledge of Sellers, no registered Trademark owned by any Seller included in the Transferred Intellectual Property is the subject of any opposition, invalidation or cancellation proceeding, in each case which is pending and unresolved, and, to the Knowledge of Sellers, no such action is threatened in writing.

(c) Copyrights:

(i) Section 3.13(c)(i) of the Disclosure Schedule contains a complete and accurate list of all registered and applied for Copyrights included in the Owned Intellectual Property, including for each the applicable copyright, copyright registration numbers and registration dates, as applicable.

(ii) Except as set forth on Section 3.13(c)(ii) of the Disclosure Schedule and except with respect to any Copyright that is Licensed Intellectual Property, to the Knowledge of the Sellers, all of the registered Copyrights included in the Transferred Intellectual Property are subsisting and in full force and effect. To the Knowledge of the Sellers, each of the United States registered Copyrights owned by any Seller included in the Transferred Intellectual Property for which filings based on continuous use have been made by Sellers have been in continuous use in the United States or had been in continuous use in the United States at the time such filings were made. To the Knowledge of the Sellers, none of the material copyright registrations owned by any Seller included in the Transferred Intellectual Property is subject to any outstanding maintenance fees or renewal actions.

(iii) Except as set forth on Section 3.13(c)(iii) of the Disclosure Schedule, to the Knowledge of Sellers, no registered Copyright owned by any Seller included in the Transferred Intellectual Property is the subject of any opposition, invalidation or cancellation proceeding, in each case which is pending and unresolved, and, to the Knowledge of Sellers, no such action is threatened in writing.

(d) Transferred Domain Names. To the Knowledge of the Sellers, Schedule 1.1(a) of the Disclosure Schedule contains a complete and accurate list of all Transferred Domain Names. No Transferred Domain Names have been, during the past twelve (12) months, or are now involved in any dispute, opposition, invalidation or cancellation proceeding and, to the Knowledge of Sellers, no such action is threatened with respect to any Transferred Domain Names.

(e) Patents.

(i) To the Knowledge of the Sellers, Section 3.13(e)(i) of the Disclosure Schedule contains a complete and accurate list of all registered and applied for Patents included in

the Owned Intellectual Property, including for each the applicable patent, patent registration numbers and grant dates, as applicable.

(ii) Except as set forth on Section 3.13(e)(ii) of the Disclosure Schedule and except with respect to any Patent that is Licensed Intellectual Property, to the Knowledge of the Sellers, all of the registered Patents included in the Transferred Intellectual Property are subsisting and in full force and effect. To the Knowledge of the Sellers, none of the material patent registrations owned by any Seller included in the Transferred Intellectual Property is subject to any outstanding maintenance fees or renewal actions.

(iii) Except as set forth on Section 3.13(e)(iii) of the Disclosure Schedule, to the Knowledge of Sellers, no registered Patent owned by any Seller included in the Transferred Intellectual Property is the subject of any opposition, invalidation, cancellation, or inter-parties proceeding, in each case which is pending and unresolved, and, to the Knowledge of Sellers, no such action is threatened in writing.

(f) Except as set forth on Section 3.13(f) of the Disclosure Schedule and except with respect to any Licensed Intellectual Property, to the Knowledge of Sellers, during the past twelve (12) months, there has not been and there is not now any unauthorized use, infringement or misappropriation by any third party of any of the Owned Intellectual Property.

(g) During the past twelve (12) months, no Seller has brought any actions or lawsuits alleging: (i) infringement, misappropriation or other violation of any of the Transferred Intellectual Property; or (ii) breach of any agreement authorizing a Seller to use the Transferred Intellectual Property. Sellers have not entered into any Contract granting any third party the right to bring infringement actions with respect to any of the Transferred Intellectual Property that will survive the Closing.

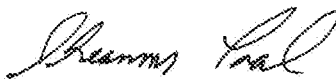
(h) To the Knowledge of Sellers, there is no pending claim or claim threatened in writing with respect to the Owned Intellectual Property: (i) contesting the right of any Seller to use, exercise, sell, license, transfer or dispose of any of the Transferred Intellectual Property or any Acquired Assets; or (ii) challenging the ownership, validity or enforceability of any of the Owned Intellectual Property. To the Knowledge of the Sellers, no Transferred Intellectual Property is subject to any outstanding order, judgment, decree, stipulation or agreement related to or restricting in any manner the licensing, assignment, transfer or conveyance thereof by Sellers.

(i) Section 3.13(i) of the Disclosure Schedule contains a listing of all Intellectual Property Licenses. Schedule 3.13(i) also contains a listing of all Contracts to which Sellers are a party that relates to the settlement of any claims related to the Transferred Intellectual Property (including co-existence agreements). To the Knowledge of Sellers, except in connection with the Bankruptcy Cases, there is no pending dispute, including any claim or threatened claim or the existence of any facts, indicating that Sellers or any other party thereto is in breach of any terms or conditions of such Contracts. The Sellers have not received any written notices within the last twelve (12) months claiming that the use by the Sellers of any Licensed Intellectual Property infringes, misappropriates or otherwise violates any Intellectual Property of any third party

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

**SELLERS:**

RTW RETAILWINDS, INC.  
LERNER NEW YORK HOLDING, INC.  
LERNCO, INC.  
LERNER NEW YORK, INC.  
NEW YORK & COMPANY, INC.  
LERNER NEW YORK GC, LLC  
LERNER NEW YORK OUTLET, LLC  
NEW YORK & COMPANY STORES, INC.  
FTF GC, LLC  
LERNER NEW YORK FTF, LLC  
FASHION TO FIGURE, LLC  
FTF IP COMPANY, INC.

By:   
Name: Sheamus Toal  
Title: Authorized Signatory

**BUYER:**

SAADIA GROUP LLC

By:   
Name: Arvee Claravall  
Title: Chief Financial Officer

**Schedule 1.1(a)**

Domain Names and Social Media Accounts

Domain Name	Creation Date	Registrar	Status / Renewal Due
cocoandlolly.com	2009-04-07	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-07
fashiontofigure.com	2003-08-19	CSC CORPORATE DOMAINS, INC.	Active – 2020-08-19
ftf.com	1994-11-16	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-15
ftfcard.com	2019-03-07	CSC CORPORATE DOMAINS, INC.	Active – 2024-03-07
imagenyandc.com	2009-04-20	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-20
learnersny.com	2002-04-27	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-27
lernco.com	1995-03-01	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-02
lerner-catalog.com	2002-06-24	CSC CORPORATE DOMAINS, INC.	Active – 2022-06-24
lerner.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC.	Active – ?
lernerandco.com	2007-06-29	CSC CORPORATE DOMAINS, INC.	Active – 2022-06-29
lerneratalog.com	2005-09-22	CSC CORPORATE DOMAINS, INC.	Active – 2020-09-22
lerneratalog.biz	2002-03-08	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-07
lerneratalog.com	1999-04-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-06
lerneratalog.net	2002-01-08	CSC CORPORATE DOMAINS, INC.	Active – 2022-01-08
lerneratalog.org	2002-01-08	CSC CORPORATE DOMAINS, INC.	Active – 2022-01-08
lernerataloge.com	2003-05-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-28
lerneratalogue.com	2001-02-02	CSC CORPORATE DOMAINS, INC.	Active – 2022-02-02
lerneratalog.com	2006-03-04	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-04
lerneratalog.com	2003-05-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-28
lerneratalogs.com	2005-03-09	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-09
lerneratalogue.com	2007-04-28	CSC CORPORATE	Active – 2021-04-



Domain Name	Creation Date	Registrar	Status / Renewal Due
		DOMAINS, INC.	28
lernercreditcard.com	2007-01-22	CSC CORPORATE DOMAINS, INC.	Active – 2021-01-22
lernerdepartmentstore.com	2007-03-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-28
lernerdirect.biz	2002-03-08	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-07
lernerdirect.com	1999-04-06	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-06
lernerdirect.net	2002-01-08	CSC CORPORATE DOMAINS, INC.	Active – 2022-01-08
lernerdirect.us	2004-12-10	CSC CORPORATE DOMAINS, INC.	Active – ?
lernerfashion.com	2005-11-27	CSC CORPORATE DOMAINS, INC.	Active – 2020-11-27
lernerfashions.com	2005-11-27	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-27
lerner katalog.com	2006-02-02	CSC CORPORATE DOMAINS, INC.	Active – 2022-02-02
lerner magazine.com	2006-03-15	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-15
lerner metrostyle.com	2007-05-27	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-27
lerner newyork.biz	2001-11-15	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-18
lerner newyork.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
lerner newyork.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC.	Active – ?
lerner newyork.com	1995-03-06	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-07
lerner newyork.info	2001-08-10	CSC CORPORATE DOMAINS, INC.	Active – 2021-08-10
lerner newyork.us	2002-04-19	CSC CORPORATE DOMAINS, INC.	Active – ?
lerner newyorkandcompany.com	2005-09-22	CSC CORPORATE DOMAINS, INC.	Active – 2020-09-22
lerner newyorkcompany.com	2007-05-03	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-03
lerner neyyork.com	2006-08-17	CSC CORPORATE DOMAINS, INC.	Active – 2022-08-17
lernerny.biz	2001-11-15	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-18

Domain Name	Creation Date	Registrar	Status / Renewal Due
lernerny.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
lernerny.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC.	Active – ?
lernerny.com	1996-12-17	CSC CORPORATE DOMAINS, INC.	Active – 2021-12-16
lernerny.info	2003-12-05	CSC CORPORATE DOMAINS, INC.	Active – 2020-12-05
lernerny.us	2002-04-24	CSC CORPORATE DOMAINS, INC.	Active – ?
lerner.com	2006-08-16	CSC CORPORATE DOMAINS, INC.	Active – 2022-08-16
lernerofny.com	2007-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
lerneroutlet.com	2007-08-14	CSC CORPORATE DOMAINS, INC.	Active – 2021-08-14
lerner-catalog.com	2003-10-21	CSC CORPORATE DOMAINS, INC.	Active – 2021-10-21
lerner.net	2000-10-16	CSC CORPORATE DOMAINS, INC.	Active – 2020-10-16
lerner-catalog.com	2001-11-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-28
lerner-catalogue.com	2007-05-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-06
lerner-clothing.com	2007-05-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-06
lerner-fashions.com	2007-05-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-24
lerner-shoes.com	2007-03-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-28
lerner-shops.com	2005-11-26	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-26
lerner-jewelry.com	2000-06-21	CSC CORPORATE DOMAINS, INC.	Active – 2021-06-21
lerner-newyork.com	2002-04-27	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-27
lerner-sny.com	2000-03-30	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-30
lerner-sofny.com	2006-11-01	CSC CORPORATE DOMAINS, INC.	Active – 2020-11-01
lerner-store.com	2004-06-09	CSC CORPORATE DOMAINS, INC.	Active – 2022-06-09
lerner-stores.com	1995-03-06	CSC CORPORATE	Active – 2021-03-

Domain Name	Creation Date	Registrar	Status / Renewal Due
		DOMAINS, INC.	07
lernalwoman.com	2007-03-30	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-30
lernerwoman.com	2005-11-27	CSC CORPORATE DOMAINS, INC.	Active – 2020-11-27
lernerwomen.com	2007-05-07	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-07
lernner.com	2007-10-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-10-06
lny.com	1995-03-02	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-03
lrener.com	2006-05-03	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-03
metrolernal.com	2006-08-09	CSC CORPORATE DOMAINS, INC.	Active – 2022-08-09
metrostylelerner.com	2006-08-17	CSC CORPORATE DOMAINS, INC.	Active – 2022-08-17
mewyorkandcompany.com	2008-07-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-07-24
networkandcompany.com	2009-11-25	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-25
newtorkandcompany.com	2008-07-16	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-16
newyoekandcompany.com	2008-11-03	CSC CORPORATE DOMAINS, INC.	Active – 2020-11-03
newyokandcompany.com	2008-07-16	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-16
newyorandcompany.com	2007-05-02	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-02
newyorkaccessories.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
newyorkaccessories.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC	Active – ?
newyorkaccessories.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkaccessories.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkamdcompany.com	2010-06-14	CSC CORPORATE DOMAINS, INC.	Active – 2022-06-14
newyorkancompany.com	2005-09-26	CSC CORPORATE DOMAINS, INC.	Active – 2021-09-26
newyorkandcmpany.com	2007-04-27	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-27

Domain Name	Creation Date	Registrar	Status / Renewal Due
newyorkandco.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
newyorkandco.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC	Active – ?
newyorkandco.net	2000-02-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-02-28
newyorkandcoaccessories.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkandcoaccessories.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkandcoextras.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkandcoextras.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkandcomapny.com	2007-05-03	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-03
newyorkandcommpany.com	2005-03-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-28
newyorkandcompamy.com	2009-11-10	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-10
newyorkandcompan.com	2008-01-02	CSC CORPORATE DOMAINS, INC.	Active – 2022-01-02
newyorkandcompany.com	2013-03-10	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-10
newyorkandcompany.biz	2001-11-15	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-18
newyorkandcompany.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
newyorkandcompany.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC	Active – ?
newyorkandcompany.com	1998-06-12	CSC CORPORATE DOMAINS, INC.	Active – 2022-06-11
newyorkandcompany.net	2005-11-07	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-07
newyorkandcompany.us	2002-04-24	CSC CORPORATE DOMAINS, INC.	Active – ?
newyorkandcompanyaccessories.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkandcompanyaccessories.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkandcompanycard.com	2011-01-01	CSC CORPORATE	Active – 2021-01-

Domain Name	Creation Date	Registrar	Status / Renewal Due
		DOMAINS, INC.	01
newyorkandcompanycatalog.com	2007-03-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-28
newyorkandcompanyclothes.com	2005-12-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-12-24
newyorkandcompanyclothing.com	2006-10-16	CSC CORPORATE DOMAINS, INC.	Active – 2021-10-16
newyorkandcompanycoupon.com	2011-06-05	CSC CORPORATE DOMAINS, INC.	Active – 2021-06-05
newyorkandcompanycoupon.org	2011-09-09	CSC CORPORATE DOMAINS, INC.	Active – 2021-09-09
newyorkandcompanycouponcodes.com	2011-06-05	CSC CORPORATE DOMAINS, INC.	Active – 2021-06-05
newyorkandcompanycoupons.com	2007-05-19	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-19
newyorkandcompanycoupons.net	2012-05-26	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-26
newyorkandcompanycreditcard.com	2008-02-29	CSC CORPORATE DOMAINS, INC.	Active – 2022-02-28
newyorkandcompanystore.com	2012-02-23	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-23
newyorkandcompay.com	2007-11-23	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-23
newyorkandcompnay.com	2007-05-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-06
newyorkandcompany.com	2008-07-02	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-02
newyorkandompany.com	2008-11-03	CSC CORPORATE DOMAINS, INC.	Active – 2020-11-03
newyorkanscompany.com	2009-10-12	CSC CORPORATE DOMAINS, INC.	Active – 2020-10-12
newyorkcompani.com	2007-04-29	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-29
newyorkcompanycoupons.com	2010-10-26	CSC CORPORATE DOMAINS, INC.	Active – 2020-10-26
newyorkextras.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkextras.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
newyorkincompany.com	2009-11-04	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-04
newyorklerner.com	2002-04-27	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-27
newyorkycompany.com	2007-03-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-28

Domain Name	Creation Date	Registrar	Status / Renewal Due
neyorkandcompany.com	2007-04-27	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-27
nweyorkandcompany.com	2007-01-29	CSC CORPORATE DOMAINS, INC.	Active – 2021-01-29
ny-and-company.com	1999-02-16	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-16
ny-company.com	2006-08-29	CSC CORPORATE DOMAINS, INC.	Active – 2020-08-29
nyanccompany.com	2007-03-30	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-30
nyandccustomerservice.com	2011-10-05	CSC CORPORATE DOMAINS, INC.	Active – 2021-10-05
nyandcfulfillment.com	2006-05-16	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-16
nyandco.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
nyandco.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC	Active – ?
nyandco.com	1998-05-31	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-31
nyandco.fr		CSC CORPORATE DOMAINS INC.	Active – ?
nyandcoextras.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2022-02-24
nyandcoextras.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
nyandcomapany.com	2013-04-14	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-14
nyandcompamy.com	2013-04-29	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-29
nyandcompant.com	2007-09-16	CSC CORPORATE DOMAINS, INC.	Active – 2021-09-16
nyandcompany.biz	2004-03-11	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-10
nyandcompany.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA)	Active – ?
nyandcompany.co	2010-11-17	CSC CORPORATE DOMAINS, INC.	Active – ?
nyandcompany.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC	Active – ?
nyandcompany.com	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-28

Domain Name	Creation Date	Registrar	Status / Renewal Due
nyandcompany.mobi	2012-09-08	CSC CORPORATE DOMAINS, INC.	Active – 2020-09-08
nyandcompany.net	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompany.tv	2001-02-01	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-01
nyandcompany.us	2002-04-24	CSC CORPORATE DOMAINS, INC.	Active – ?
nyandcompanyaccessories.ca	2004-04-13	CSC CORPORATE DOMAINS (CANADA) COMPANY	Active – ?
nyandcompanyaccessories.com.mx	2004-03-19	CSC CORPORATE DOMAINS, INC	Active – ?
nyandcompanyaccessories.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
nyandcompanyaccessories.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
nyandcompanycareers.com	2007-11-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-11-06
nyandcompanycoupons.com	2007-04-21	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-21
nyandcompanycoupons.net	2011-08-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-08-28
nyandcompanyextras.com	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompanyextras.net	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompanyhome.com	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompanyhome.net	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompanykids.com	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompanykids.net	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-28
nyandcompanymen.com	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-28
nyandcompanymen.net	2000-04-28	CSC CORPORATE DOMAINS, INC.	Active – 2021-04-28
nyandcompay.com	2007-05-06	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-06
nyandcompnay.com	2008-05-04	CSC CORPORATE DOMAINS, INC.	Active – 2021-05-04
nyandcompony.com	2008-01-12	CSC CORPORATE	Active – 2022-01-

Domain Name	Creation Date	Registrar	Status / Renewal Due
		DOMAINS, INC.	12
nyandcomppany.com	2008-03-14	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-14
nyandcquality1st.com	2004-03-22	CSC CORPORATE DOMAINS, INC.	Active – 2022-03-22
nyclerner.com	2004-08-23	CSC CORPORATE DOMAINS, INC.	Active – 2020-08-23
nycoaccessories.com	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
nycoaccessories.net	2004-02-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-02-24
nycofashionlookbook.com	2008-04-14	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-14
nycredlabel.com	2008-07-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-28
nyjeans.com	1999-01-12	CSC CORPORATE DOMAINS, INC.	Active – 2021-01-12
nylearner.com	2002-04-27	CSC CORPORATE DOMAINS, INC.	Active – 2022-04-27
nyredlabel.com	2008-07-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-28
nyredlabelcollection.com	2008-07-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-28
nystyl.com	2009-07-24	CSC CORPORATE DOMAINS, INC.	Active – 2021-07-24
nystyletour.com	2008-09-12	CSC CORPORATE DOMAINS, INC.	Active – 2020-09-12
redlabelny.com	2008-07-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-28
redlabelnyc.com	2008-07-28	CSC CORPORATE DOMAINS, INC.	Active – 2022-07-28
shoplerner.com	2008-11-03	CSC CORPORATE DOMAINS, INC.	Active – 2020-11-03
tellusnyandcompany.com	2010-10-07	CSC CORPORATE DOMAINS, INC.	Active – 2020-10-07
thelernercatalog.com	2006-05-08	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-08
thenewyorkandcompany.com	2009-09-01	CSC CORPORATE DOMAINS, INC.	Active – 2021-09-01
thenystyletour.com	2008-09-12	CSC CORPORATE DOMAINS, INC.	Active – 2020-09-12
uncommonsense.com	1997-01-23	CSC CORPORATE DOMAINS, INC.	Active – 2021-01-23
fashiontofigure.com	2013-03-09	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-09



Domain Name	Creation Date	Registrar	Status / Renewal Due
ftfstores.com	2003-08-19	CSC CORPORATE DOMAINS, INC.	Active – 2020-08-19
nyandcfulfillment.com	2006-05-16	CSC CORPORATE DOMAINS, INC.	Active – 2022-05-16
nystl.com	2005-09-30	CSC CORPORATE DOMAINS, INC.	Active – 2022-10-01
retailwinds.com	2017-03-07	CSC CORPORATE DOMAINS, INC.	Active – 2021-03-07
rtw-retailwinds.com	2018-09-07	DOMAINS BY PROXY, LLC	Active – 2020-09-07

**Social Media Accounts**

**Instagram**

@nyandcompany- <https://www.instagram.com/nyandcompany/>

@fashiontofigure- <https://www.instagram.com/fashiontofigure>

**Facebook**

<https://www.facebook.com/NewYorkandCompany/>

<https://www.facebook.com/fashiontofigure>

**Twitter**

@nyandcompany- <https://twitter.com/nyandcompany>

@FTFSnaps- <https://twitter.com/ftfsnaps>

**YouTube**

New York & Company Channel- <https://www.youtube.com/channel/UCDQQQeVNWPHjV3U4GjOpxHA>

Fashion to Figure Channel- <https://www.youtube.com/user/FTFSnaps>

**Pinterest**

<https://www.pinterest.com/nyandcompany/>

<https://www.pinterest.com/ftfpins/>

**Schedule 3.13(b)(i)**

Trademarks

Trademarks registered with the USPTO and owned by Lernco, Inc.

1. NY&C (logo) – Registration Number 4534159
2. New York Romance – Registration Number 4553400
3. NYC (logo) – Registration Number 4655094
4. Dream New York – Registration Number 4730364
5. NY&C Rewards – Registration Number 4007146
6. Soho New York & Company Jeans (logo) – Registration Number 4801321
7. New York & Company – Registration Number 2507567
8. NY Style – Registration Number 4089208
9. NY Style – Registration Number 4108956
10. New York & Company Outlet – Registration Number 4160559
11. New York & Company – Registration Number 2629986
12. NY&C Beauty – Registration Number 4492234
13. NY@Work – Registration Number 5530422
14. New York & Company – Registration Number 3026644
15. Lerner – Registration Number 1431895
16. NY&C Style System – Serial Number 88703464 (Application) / Registration Number 6094489
17. S Uncommon Sense (logo) – Registration Number 5963045
18. US (logo) – Serial Number 88253448 (Application)
19. Magic Crepe – Registration Number 5856636
20. Shape & Chic – Registration Number 5839620
21. Sleek & Chic – Registration Number 5839619
22. RTW Retailwinds – Serial Number 88187096 (Application)
23. RTW Retailwinds – Serial Number 88187073 (Application)
24. NY (pocket stitch) – Registration Number 3317524
25. New York & Company – Registration Number 3446405
26. NY&C (logo) – Registration Number 3382726
27. NY&C (logo) – Registration Number 3755542

Trademarks registered with the USPTO and owned by Lerner New York, Inc.

1. Some Gifts Count More Than Others – Registration Number 3805887
2. City Slim – Registration Number 4653838

Trademarks registered with the USPTO and owned by FTF IP Company, Inc.

1. Fashion to Figure Fashion for Figures 12-26 – Registration Number 3940340
2. Fashion is a State of Mind, Not a Size Range – Registration Number 4753367
3. FTF Fashion to Figure (logo) – Registration Number 4753335
4. FTF (logo) – Registration Number 4753336

5. FTF Fashion to Figure (logo) – Registration Number 4753334
6. Fashion to Figure – Registration Number 3252188
7. FTF (logo) – Registration Number 3261711
8. FTF – Registration Number 3268915

Trademarks registered with state offices and owned by Lerner New York, Inc.

1. Alabama
  - a. New York & Company – Registration Number 112146
2. Arizona
  - a. New York & Company – Registration Number 548613
3. Louisiana
  - a. New York & Company – Registration Number 567693
4. Nebraska
  - a. New York & Company – Registration Number 10058514
5. North Dakota
  - a. New York & Company – Registration Number 16014200
6. Ohio
  - a. New York & Company – Registration Number 1259326
7. Wisconsin
  - a. New York & Company – Registration Number 20105200052
8. Wyoming
  - a. New York & Company – Registration Number 2000-000407518

Trademarks registered with state offices and owned by Lerner New York Outlet, LLC

1. Alabama
  - a. New York & Company Outlet – Registration Number 112147
2. Wisconsin
  - a. New York & Company – Registration Number 20200079938
  - b. New York & Company Outlet – Registration Number 20105100051

Trademarks registered internationally and owned by Lernco, Inc.

Andorra

1. LERNER NEW YORK – Registration Number 6876
2. NY & CO AND DESIGN – Registration Number 14355

Argentina

3. LERNER NEW YORK – Registration Number 2531622
4. NY & CO AND DESIGN – Registration Number 2537639
5. NY & CO NEW YORK & COMPANY AND DESIGN 02 – Registration Number 2605334
6. NY & CO AND DESIGN – Registration Number 2031616

Australia

7. NEW YORK & COMPANY – Registration Number 926844
8. NY & CO AND DESIGN – Registration Number A826672

Austria

9. NY & CO AND DESIGN – Registration Number 189173
10. NEW YORK & COMPANY – Registration Number 926844

Bahamas

11. LERNER NEW YORK – Registration Number 16594

Bahrain

12. NY & CO. AND RECTANGULAR DESIGN – Registration Number 27599
13. NY & CO AND DESIGN – Registration Number SM3627
14. NEW YORK & COMPANY – Registration Number TM61030
15. NEW YORK & COMPANY – Registration Number TM61031
16. NEW YORK & COMPANY – Registration Number 61029
17. NEW YORK & COMPANY – Registration Number 61028

Bangladesh

18. NY & CO AND DESIGN – Application Number 64231
19. NY & CO AND DESIGN – Registration Number 64232
20. NY & CO AND DESIGN – Application Number 64227

Barbados

21. NY & CO AND DESIGN – Registration Number 81/15099
22. NY & CO AND DESIGN – Registration Number 81/015100
23. NY & CO AND DESIGN – Registration Number 81/015098

Benelux

24. LERNER – Registration Number 418590
25. NEW YORK & COMPANY – Registration Number 926844
26. LERNER – Registration Number 424555
27. NY & CO AND DESIGN – Registration Number 682310

Bolivia

28. NY & CO AND DESIGN – Registration Number 78519
29. NY & CO AND DESIGN – Registration Number 78518
30. NY & CO AND DESIGN – Registration Number 78520
31. LERNER – Registration Number 81959-A

Brazil

32. LERNER – Registration Number 812694384

- 33. NY & CO – Registration Number 822421747
- 34. NY & CO – Registration Number 822421763
- 35. LERNER – Registration Number 812694376
- 36. NEW YORK & COMPANY02 – Registration Number 831247070
- 37. NEW YORK & COMPANY02 – Registration Number 831247053

Bulgaria

- 38. LERNER NEW YORK – Registration Number 4341Y
- 39. LERNER NEW YORK – Registration Number 26627
- 40. NEW YORK & COMPANY – Registration Number 926844
- 41. NY & CO AND DESIGN – Registration Number 40296

Cambodia

- 42. NEW YORK & COMPANY – Registration Number KH/20237/04
- 43. NEW YORK & COMPANY – Registration Number KH/20238/04

Canada

- 44. NEW YORK & COMPANY – Registration Number 880324
- 45. CITY STRETCH – Registration Number 882661
- 46. S UNCOMMON SENSE – Application Number 1945036

Chile

- 47. NY & CO AND DESIGN – Registration Number 1046869
- 48. NY & CO AND DESIGN – Registration Number 1079159
- 49. LERNER – Registration Number 777132
- 50. LERNER – Registration Number 778705
- 51. LERNER – Registration Number 798392

China

- 52. NY & CO AND DESIGN – Registration Number 1589200
- 53. NY & CO AND DESIGN – Registration Number 1595953
- 54. NY & C AND DESIGN02 – Application Number 12965761

Colombia

- 55. NY & CO AND DESIGN – Registration Number 233702
- 56. NY & CO AND DESIGN – Registration Number 233703
- 57. NY & CO AND DESIGN – Registration Number 233704
- 58. LERNER NEW YORK – Registration Number 173073
- 59. NY & CO AND DESIGN – Registration Number 383092

Costa Rica

- 60. NY & CO AND DESIGN – Registration Number 170195

Czech Republic

- 61. NEW YORK & COMPANY – Registration Number 926844
- 62. NY & CO AND DESIGN – Registration Number 234336

Denmark

- 63. NY & CO AND DESIGN – Registration Number VR 200002381
- 64. NEW YORK & COMPANY – Registration Number 926844

Dominican Republic

- 65. NY & CO AND DESIGN – Registration Number 114278
- 66. NY & CO AND DESIGN – Registration Number 114250
- 67. NY & CO AND DESIGN – Registration Number 114334
- 68. LERNER NEW YORK – Registration Number 74353
- 69. NEW YORK & COMPANY – Registration Number 161627

Ecuador

- 70. NY & CO AND DESIGN – Registration Number 3021-IEPI
- 71. NY & CO AND DESIGN – Registration Number 3022-IEPI
- 72. NY & CO AND DESIGN – Registration Number 3023-IEPI
- 73. LERNER NEW YORK – Registration Number 699-IEPI
- 74. LERNER NEW YORK – Registration Number 705-IEPI

Egypt

- 75. NY & CO AND DESIGN – Registration Number 132739
- 76. NY & CO AND DESIGN – Registration Number 132740
- 77. NEW YORK & COMPANY – Registration Number 195561
- 78. NEW YORK & COMPANY – Registration Number 195562
- 79. NEW YORK & COMPANY – Registration Number 203434
- 80. NEW YORK & COMPANY – Registration Number 203433

El Salvador

- 81. LERNER NEW YORK – Registration Number 105 Book104
- 82. LERNER NEW YORK – Registration Number 237 Book 104 P
- 83. LERNER NEW YORK – Registration Number 69 Book 107
- 84. NY & CO AND DESIGN – Registration Number 109 Book 187
- 85. NY & CO AND DESIGN – Registration Number 108 Book 187
- 86. LERNER NEW YORK – Registration Number 3 Book 49 Pages

European Union

- 87. LERNER NEW YORK – Registration Number 325431
- 88. NEW YORK & COMPANY – Registration Number 926844

Finland

- 89. NY & CO AND DESIGN – Registration Number 219910
- 90. NEW YORK & COMPANY – Registration Number 926844

France

- 91. LERNER – Registration Number 1355689
- 92. LERNER – Registration Number 1386464
- 93. NEW YORK & COMPANY – Registration Number 926844
- 94. NY & CO AND DESIGN – Registration Number 00 3015839

Germany

- 95. NEW YORK & COMPANY – Registration Number 926844
- 96. NY & CO AND DESIGN – Registration Number 300 19 077

Greece

- 97. LERNER – Registration Number 83091
- 98. NEW YORK & COMPANY – Registration Number 926844

Guatemala

- 99. NY & CO AND DESIGN – Registration Number 108877
- 100. NY & CO AND DESIGN – Registration Number 108908
- 101. NY & CO AND DESIGN – Registration Number 108906
- 102. LERNER – Registration Number 115671
- 103. CITY STRETCH – Registration Number 134501
- 104. NEW YORK & COMPANY – Registration Number 153288
- 105. NEW YORK & COMPANY – Registration Number 153277

Haiti

- 106. LERNER NEW YORK – Registration Number 39/152
- 107. LERNER NEW YORK – Registration Number 40/152

Hong Kong

- 108. NY & CO AND DESIGN – Registration Number 300126116AA
- 109. LEARNER – Registration Number 1989B0781

Hungary

- 110. NEW YORK & COMPANY – Registration Number 926844
- 111. NY & CO AND DESIGN – Registration Number 172142

India

- 112. LERNER NEW YORK – Registration Number 625620

- 113. NY & CO AND DESIGN – Registration Number 1250055
- 114. NY & CO AND DESIGN – Registration Number 912079
- 115. NY & CO AND DESIGN – Registration Number 912077
- 116. NY & CO AND DESIGN – Registration Number 912078

Indonesia

- 117. NY & CO AND DESIGN – Registration Number IDM000243515
- 118. NY & CO AND DESIGN – Registration Number IDM000308812
- 119. NY & CO and Design – Registration Number IDM000243517
- 120. LERNER NEW YORK – Registration Number IDM000050333
- 121. LERNER – Registration Number IDM000113209
- 122. NEW YORK & COMPANY – Registration Number IDM000172992
- 123. NEW YORK & COMPANY – Registration Number IDM000172991

Ireland

- 124. LERNER NEW YORK – Registration Number 161697
- 125. NEW YORK & COMPANY – Registration Number 926844
- 126. NY & CO AND DESIGN – Registration Number 222496

Israel

- 127. NY & CO AND DESIGN – Registration Number 136076
- 128. NY & CO AND DESIGN – Registration Number 136077
- 129. NY & CO AND DESIGN – Registration Number 136075

Italy

- 130. LERNER – Registration Number 1215532
- 131. NEW YORK & COMPANY – Registration Number 926844
- 132. NY & CO AND DESIGN – Registration Number 1291543

Jordan

- 133. NY & CO AND DESIGN – Registration Number 57893
- 134. NY & CO AND DESIGN – Registration Number 57894
- 135. LERNER NEW YORK – Registration Number 61905
- 136. NY & CO AND DESIGN – Registration Number 61448
- 137. LERNER NEW YORK – Registration Number 35872
- 138. NEW YORK & COMPANY – Registration Number 94188
- 139. NEW YORK & COMPANY – Registration Number 93878
- 140. NEW YORK & COMPANY – Registration Number 94189
- 141. NEW YORK & COMPANY – Registration Number 94230

Kenya

- 142. NEW YORK & COMPANY – Registration Number 926844



Kosovo

- 143. LERNER – Registration Number 1811
- 144. NEW YORK & COMPANY – Registration Number 5914
- 145. NY & CO AND DESIGN – Registration Number 3353

Kuwait

- 146. NY & CO AND DESIGN – Registration Number 44249
- 147. NY & CO. AND RECTANGULAR DESIGN – Registration Number 44247
- 148. NY & CO AND DESIGN – Registration Number 44248

Lebanon

- 149. NEW YORK & COMPANY IN LATIN CHARACTERS – Registration Number 111931

Lesotho

- 150. NEW YORK & COMPANY – Registration Number LS/M/04/00156

Macao

- 151. NEW YORK & COMPANY – Registration Number N/28945
- 152. NEW YORK & COMPANY – Registration Number N/28944

Malaysia

- 153. LERNER NEW YORK – Registration Number 94/07748
- 154. LERNER NEW YORK – Registration Number 97018386

Mexico

- 155. NEW YORK & COMPANY – Registration Number 1288383
- 156. NY & CO NEW YORK & COMPANY AND DESIGN02 – Registration Number 1346867
- 157. NY & CO NEW YORK & COMPANY AND DESIGN – Registration Number 1430148
- 158. NEW YORK & COMPANY AND DESIGN – Registration Number 1369770
- 159. NY & CO – Registration Number 1774999
- 160. NY & CO – Registration Number 1128806
- 161. NEW YORK & COMPANY – Registration Number 1175364
- 162. NEW YORK & COMPANY – Registration Number 1205548
- 163. S UNCOMMON SENSE – Registration Number 1987541
- 164. S UNCOMMON SENSE – Registration Number 1996252
- 165. S UNCOMMON SENSE – Application

Monaco

- 166. NY & CO AND DESIGN – Registration Number R00.21473

Montenegro

- 167. LERNER – Registration Number 04145PP
- 168. NY & CO AND DESIGN – Registration Number 06006PP

Morocco

- 169. NEW YORK & COMPANY – Registration Number 926844
- 170. NY & CO AND DESIGN – Registration Number 72818

Nepal

- 171. LERNER NEW YORK – Registration Number 11377/052
- 172. LERNER NEW YORK – Registration Number 11519/052
- 173. LERNER NEW YORK – Registration Number 11518/052

New Zealand

- 174. NY & CO AND DESIGN – Registration Number 610338
- 175. NY & CO AND DESIGN – Registration Number 610337
- 176. NY & CO AND DESIGN – Registration Number 610336

Nicaragua

- 177. NY & CO AND DESIGN – Registration Number 51053
- 178. NY & CO AND DESIGN – Registration Number 51052
- 179. NY & CO AND DESIGN – Registration Number 51054

Norway

- 180. LERNER – Registration Number 129602
- 181. NEW YORK & COMPANY – Registration Number 926844
- 182. NY & CO AND DESIGN – Registration Number 206761

Oman

- 183. NY & CO AND DESIGN – Registration Number 22476
- 184. NY & CO AND DESIGN – Registration Number 22479
- 185. NY & CO AND DESIGN – Registration Number 22477
- 186. NY & CO AND DESIGN – Registration Number 22478

Pakistan

- 187. NY & CO AND DESIGN – Application Number 161735
- 188. NY & CO AND DESIGN – Application Number 161736

Panama

- 189. NY & CO AND DESIGN – Registration Number 109369
- 190. NY & CO AND DESIGN – Registration Number 109371
- 191. NY & CO AND DESIGN – Registration Number 109370
- 192. LERNER – Registration Number 43689-02

- 193. LERNER – Registration Number 43691
- 194. LERNER – Registration Number 43690
- 195. LERNER – Registration Number 43695

Paraguay

- 196. NY & CO and Design – Registration Number 355641
- 197. NY & CO and Design – Registration Number 355642
- 198. NY & CO and Design – Registration Number 355640
- 199. LERNER – Registration Number 292154
- 200. LERNER – Registration Number 292153

Peru

- 201. NY & CO AND DESIGN – Registration Number 66068
- 202. LERNER NEW YORK – Registration Number 28269
- 203. NY & CO AND DESIGN – Registration Number 78796
- 204. NEW YORK & COMPANY – Registration Number 47353
- 205. NEW YORK & COMPANY – Registration Number 135225

Philippines

- 206. NEW YORK & COMPANY – Registration Number 4-2006-005756
- 207. NEW YORK & COMPANY – Registration Number 4-2007-00037
- 208. LERNER – Registration Number 4-2008-008883

Poland

- 209. NEW YORK & COMPANY – Registration Number 926844
- 210. NY & CO AND DESIGN – Registration Number 149292

Portugal

- 211. NY & CO AND DESIGN – Registration Number 344857
- 212. LERNER – Registration Number 234715
- 213. LERNER – Registration Number 234716
- 214. NEW YORK & COMPANY – Registration Number 926844

Puerto Rico

- 215. LERNER – Registration Number 202118
- 216. LERNER – Registration Number 201937
- 217. NEW YORK & COMPANY – Registration Number 200353
- 218. NEW YORK & COMPANY – Registration Number 200354
- 219. NEW YORK & COMPANY – Registration Number 200352
- 220. NEW YORK & COMPANY – Registration Number 203840
- 221. NEW YORK & COMPANY – Registration Number 208371
- 222. NEW YORK & COMPANY – Registration Number 203839

- 223. NEW YORK & COMPANY – Registration Number 203838
- 224. NEW YORK & COMPANY – Registration Number 203837
- 225. LERNER – Registration Number 27285
- 226. LERNER – Registration Number 27286

**Qatar**

- 227. NEW YORK & COMPANY – Registration Number 43198
- 228. NEW YORK & COMPANY – Registration Number 43197
- 229. NEW YORK & COMPANY – Registration Number 45644
- 230. NEW YORK & COMPANY – Registration Number 45645
- 231. NY & CO AND DESIGN – Registration Number 22570
- 232. NY & CO AND DESIGN – Registration Number 22572
- 233. NY & CO AND DESIGN – Registration Number 22571

**Romania**

- 234. NEW YORK & COMPANY – Registration Number 926844
- 235. NY & CO AND DESIGN – Registration Number R042317

**Russia**

- 236. LERNER NEW YORK – Registration Number 134936

**Saudi Arabia**

- 237. NEW YORK & COMPANY – Registration Number 1322/20
- 238. NEW YORK & COMPANY – Registration Number 1322/21
- 239. NEW YORK & COMPANY – Registration Number 1322/22
- 240. NEW YORK & COMPANY – Registration Number 1322/19

**Serbia**

- 241. LERNER – Registration Number 32063
- 242. NEW YORK & COMPANY – Registration Number 926844
- 243. NY & CO AND DESIGN – Registration Number 46538

**Singapore**

- 244. NY & CO AND DESIGN – Registration Number T00/04987Z
- 245. NY & CO AND DESIGN – Registration Number T00/04988H
- 246. LERNER NEW YORK – Registration Number T96/10330G
- 247. LERNER NEW YORK AND LADY DESIGN – Registration Number T97/00448E
- 248. NEW YORK & COMPANY – Registration Number 926844
- 249. NY & CO AND DESIGN – Registration Number T00/04986A

**Slovakia**

- 250. NEW YORK & COMPANY – Registration Number 926844

251. NY & CO AND DESIGN – Registration Number 196141

South Africa

252. NY & CO AND DESIGN – Registration Number 2000/04510

253. NY & CO AND DESIGN – Registration Number 2000/04509

254. NY & CO AND DESIGN – Registration Number 2000/04511

South Korea

255. NEW YORK & COMPANY – Registration Number 926844

Spain

256. LERNER NEW YORK – Registration Number 1910655

257. NEW YORK & COMPANY – Registration Number 926844

258. LERNER – Registration Number 1188761

259. NY & CO AND DESIGN – Registration Number 2302983

260. NY & CO AND DESIGN – Registration Number 2302984

261. NY & CO AND DESIGN – Registration Number 2302982

Sri Lanka

262. LERNER – Registration Number 51353

263. LERNER – Registration Number 51351

264. NEW YORK & COMPANY – Registration Number 137091

265. NEW YORK & COMPANY – Registration Number 137090

266. NY & CO AND DESIGN – Registration Number 96999

267. NY & CO AND DESIGN – Registration Number 96996

268. NY & CO AND DESIGN – Registration Number 96998

Sweden

269. NY & CO AND DESIGN – Registration Number 348299

270. LERNER NEW YORK – Registration Number 302523

271. NEW YORK & COMPANY – Registration Number 926844

Switzerland

272. NY & CO AND DESIGN – Registration Number 477497

273. NEW YORK & COMPANY – Registration Number 926844

Taiwan

274. LERNER – Registration Number 492681

275. LERNER – Registration Number 942268

276. NY & CO AND DESIGN – Registration Number 150290

277. NY & CO AND DESIGN – Registration Number 991763

278. LERNER NEW YORK – Registration Number 91398

- 279. LERNER – Registration Number 774403
- 280. LERNER – Registration Number 783341
- 281. NEW YORK & COMPANY – Registration Number 1388626
- 282. NEW YORK & COMPANY – Registration Number 1388625
- 283. NEW YORK & COMPANY – Registration Number 1388624

Turkey

- 284. NEW YORK & COMPANY – Registration Number 2004/01330
- 285. LERNER – Registration Number 100004

Ukraine

- 286. NEW YORK & COMPANY – Registration Number 926844

United Arab Emirates

- 287. LERNER NEW YORK – Registration Number 8166
- 288. LERNER NEW YORK – Registration Number 7442
- 289. NEW YORK & COMPANY – Registration Number 95256
- 290. NEW YORK & COMPANY – Registration Number 95259
- 291. NEW YORK & COMPANY – Registration Number 95258
- 292. NEW YORK & COMPANY – Registration Number 95257

United Kingdom

- 293. NEW YORK & COMPANY – Registration Number 926844
- 294. NY & CO AND DESIGN – Registration Number 2225601

Uruguay

- 295. NY & CO AND DESIGN – Registration Number 321188

Venezuela

- 296. NY & CO AND DESIGN – Application Number 2000-001739
- 297. NY & CO AND DESIGN – Application Number 2000-001738
- 298. NY & CO AND DESIGN – Application Number 2000-001737

Vietnam

- 299. NEW YORK & COMPANY – Registration Number 926844
- 300. NY & CO AND DESIGN – Registration Number 37733

West Bank

- 301. NY & CO AND DESIGN – Registration Number 8056
- 302. NY & CO AND DESIGN – Registration Number 8057
- 303. NY & CO AND DESIGN – Registration Number 8058

WIPO

304. NEW YORK & COMPANY – Registration Number 926844

Trademarks registered internationally and owned by Lerner New York, Inc.

China

1. CITY STRETCH – Registration Number 844335

Germany

2. CITY STRETCH – Registration Number 844335

Hong Kong

3. CITY STRETCH – Registration Number 300135044

Indonesia

4. CITY SPA – Registration Number IDM000229840
5. CITY CREPE – Registration Number IDM000199862
6. CITY STRETCH – Registration Number IDM000154282

Italy

7. CITY STRETCH – Registration Number 844335

Japan

8. CITY STRETCH – Registration Number 844335

Mexico

9. CITY STRETCH – Registration Number 1283147

Nicaragua

10. CITY STRETCH – Registration Number 83716

Puerto Rico

11. CITY STRETCH – Registration Number 203984-25-0

South Africa

12. CITY STRETCH – Registration Number 844335

Spain

13. CITY STRETCH – Registration Number 844335

Taiwan

14. CITY SPA – Registration Number 1175834
15. CITY STRETCH – Registration Number 1175832
16. CITY CREPE – Registration Number 1175833

United Kingdom

17. CITY STRETCH – Registration Number 844335

Vietnam

18. CITY STRETCH – Registration Number 62940
19. CITY CREPE – Registration Number 75950
20. CITY SPA – Registration Number 75951

WIPO

21. CITY STRETCH – Registration Number 844335

Trademarks registered internationally, owner not known

Aruba

1. NY & CO AND DESIGN – Registration Number 20455

Bahamas

2. NY & CO AND DESIGN – Registration Number 22703
3. NY & CO AND DESIGN – Registration Number 22702
4. NY & CO AND DESIGN – Registration Number 22701

Bahrain

5. NY & CO AND DESIGN – Registration Number 27598

Bermuda

6. NY & CO AND DESIGN – Registration Number 31617
7. NY & CO AND DESIGN – Registration Number 31619
8. NY & CO AND DESIGN – Registration Number 31618

China

9. LERNER – Registration Number 288874
10. NY & CO AND DESIGN – Registration Number 1596375
11. NY & CO AND DESIGN02 – Application Number 12965762

Costa Rica



12. LERNER – Registration Number 90099
13. LERNER NEW YORK AND DESIGN – Registration Number 90104

Egypt

14. NY & CO AND DESIGN – Registration Number 132741
15. LERNER NEW YORK – Registration Number 144516

Gaza

16. NY & CO AND DESIGN – Registration Number 6992
17. NY & CO AND DESIGN – Registration Number 6991
18. NY & CO AND DESIGN – Registration Number 6993

Haiti

19. NY & CO AND DESIGN – Registration Number 101/171
20. NY & CO AND DESIGN – Registration Number 102/171
21. NY & CO AND DESIGN – Registration Number 103/171

Honduras

22. NY & CO. AND DESIGN – Registration Number 80064
23. NY & CO. AND DESIGN – Registration Number 7341
24. NY & CO AND DESIGN – Registration Number 80240

Jamaica

25. NY & CO AND DESIGN – Registration Number 41390
26. NY & CO and Design – Registration Number 38769
27. NY & CO and Design – Registration Number 38732
28. NY & CO and Design – Registration Number 38708

Japan

29. NY & CO AND DESIGN – Registration Number 4446389
30. NY & CO AND DESIGN – Registration Number 4477894
31. NEW YORK & COMPANY – Registration Number 926844
32. LERNER NEW YORK – Registration Number 3352532
33. LERNER NEW YORK – Registration Number 3357873

Madagascar

34. NEW YORK & COMPANY – Registration Number 0292/13

Mauritius

35. LERNER – Registration Number A/27 No. 112
36. NY & CO AND DESIGN – Registration Number A/47 No. 235

Mongolia

37. NEW YORK & COMPANY – Registration Number 4870

Nepal

38. NY & CO. – Registration Number 15414/057

Pakistan

39. NY & CO AND DESIGN – Registration Number 162207

40. NY & CO AND DESIGN – Registration Number 201229

Russia

41. NY & CO AND DESIGN – Registration Number 217209

Saudi Arabia

42. NY & CO AND DESIGN – Registration Number 742/33

43. NY & CO AND DESIGN – Registration Number 742/34

44. NY & CO AND DESIGN – Registration Number 572/64

South Africa

45. NEW YORK & COMPANY – Registration Number 2007/00438

46. NEW YORK & COMPANY – Registration Number 2007/00437

South Korea

47. NY & CO AND DESIGN – Registration Number 5471

48. LERNER – Registration Number 7100

49. LERNER – Registration Number 143701

Thailand

50. NY & CO AND DESIGN – Registration Number 148214

51. LERNER – Registration Number 46404

Ukraine

52. NY & CO AND DESIGN – Registration Number 26696

United Arab Emirates

53. NY & CO AND DESIGN – Registration Number 28861

54. NY & CO AND DESIGN – Registration Number 28862

55. NY & CO AND DESIGN – Registration Number 28860

Uruguay

56. LERNER – Registration Number 381580

Zimbabwe

57. NY & CO AND DESIGN – Registration Number 376/2000

58. NY & CO AND DESIGN – Registration Number 375/2000

59. NY & CO AND DESIGN – Registration Number 377/2000

**Schedule 3.13(c)(i)**

Copyrights

Copyrights owned by Lernco, Inc.

1. New York & Company
  - a. Registration Number: VAu000506749
  - b. Registration Date: 10/03/2000
  - c. Description: Photoprint on credit card
2. NY&C and Skyline all within a Heart Design.
  - a. Registration Number: VA0001901240
  - b. Registration Date: 01/09/2014
  - c. Description: Electronic File
3. Skyline Design, Heart Design, and Poodle
  - a. Document Number: V9922D112
  - b. Date of Recordation: 11/10/2014
  - c. Notes: Copyright collateral assignment and security agreement. Parties are Lernco, Inc. New York & Company, Inc., and Wells Fargo Bank, NA

Copyrights owned by RTW Retailwinds, Inc.

1. Poodle
  - a. Registration Number: VA0001671205
  - b. Registration Date: 06/12/2009
  - c. Description: Electronic file
  - d. NOTE: Registration is still listed under New York & Company, Inc.

**Schedule 3.13(e)(i)**

Patents

Patents owned by Lerner New York, Inc.

1. Spray Container
  - a. Patent Number: US D569,735
  - b. Date of Patent: 05/27/2008
2. Pump Container
  - a. Patent Number: US D583,254
  - b. Date of Patent: 12/23/2008
3. Jar
  - a. Patent Number D582,283
  - b. Date of Patent: 12/09/2008
4. Bottle
  - a. Patent Number: D588,920
  - b. Date of Patent: 03/24/2009

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Asset Purchase Agreement as of the day and year first above written.

SELLERS:

RTW RETAILWINDS, INC.  
LERNER NEW YORK HOLDING, INC.  
LERNCO, INC.  
LERNER NEW YORK, INC.  
NEW YORK & COMPANY, INC.  
LERNER NEW YORK GC, LLC  
LERNER NEW YORK OUTLET, LLC  
NEW YORK & COMPANY STORES, INC.  
FTF GC, LLC  
LERNER NEW YORK FTF, LLC  
FASHION TO FIGURE, LLC  
FTF IP COMPANY, INC.

By: \_\_\_\_\_  
Name: Sheamus Toal  
Title: Authorized Signatory

BUYER:

SAADIA GROUP LLC

By: Jade Saadia  
Name: Jade Saadia  
Title: Vice President