

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609867

|                              |                                                                                                                                                                                                                                        |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBMISSION TYPE:</b>      | CORRECTIVE ASSIGNMENT                                                                                                                                                                                                                  |
| <b>NATURE OF CONVEYANCE:</b> | Corrective Assignment to correct the state of incorporation of Assignee on previously recorded document previously recorded on Reel 004853 Frame 0409. Assignor(s) hereby confirms the state of incorporation of Assignee is New York. |

## CONVEYING PARTY DATA

| Name                | Formerly | Execution Date | Entity Type                            |
|---------------------|----------|----------------|----------------------------------------|
| Liz Claiborne, Inc. |          | 11/02/2011     | Corporation: DELAWARE                  |
| L.C. Licensing, LLC |          | 11/02/2011     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | J. C. Penney Purchasing Corporation |
| <b>Street Address:</b> | 6501 Legacy Drive                   |
| <b>City:</b>           | Plano                               |
| <b>State/Country:</b>  | TEXAS                               |
| <b>Postal Code:</b>    | 75024                               |
| <b>Entity Type:</b>    | Corporation: NEW YORK               |

## PROPERTY NUMBERS Total: 3

| Property Type               | Number  | Word Mark |
|-----------------------------|---------|-----------|
| <b>Registration Number:</b> | 1209655 | MONET     |
| <b>Registration Number:</b> | 0719979 | MONET     |
| <b>Registration Number:</b> | 4013113 | M         |

## CORRESPONDENCE DATA

## Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 9724311000

Email: slewisbu@jcp.com

Correspondent Name: Stephanie Lewis-Bullitt

Address Line 1: 6501 Legacy Drive

Address Line 4: Plano, TEXAS 75024

|                           |                           |
|---------------------------|---------------------------|
| <b>NAME OF SUBMITTER:</b> | Stephanie Lewis-Bullitt   |
| <b>SIGNATURE:</b>         | /Stephanie Lewis-Bullitt/ |
| <b>DATE SIGNED:</b>       | 11/19/2020                |

OP \$90.00 1209655

**Total Attachments: 14**

source=Affidavit#page1.tif

source=Affidavit#page2.tif

source=Affidavit#page3.tif

source=Affidavit#page4.tif

source=Affidavit#page5.tif

source=Affidavit#page6.tif

source=Affidavit#page7.tif

source=Affidavit#page8.tif

source=Recorded Assignment with error#page1.tif

source=Recorded Assignment with error#page2.tif

source=Recorded Assignment with error#page3.tif

source=Recorded Assignment with error#page4.tif

source=Recorded Assignment with error#page5.tif

source=Recorded Assignment with error#page6.tif

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|                                                                                                                       |                                              |          |                       |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-----------------------|
| SUBMISSION TYPE:                                                                                                      | NEW ASSIGNMENT                               |          |                       |
| NATURE OF CONVEYANCE:                                                                                                 | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |          |                       |
| CONVEYING PARTY DATA                                                                                                  |                                              |          |                       |
|                                                                                                                       | Name                                         | Formerly | Execution Date        |
|                                                                                                                       | Liz Claiborne, Inc.                          |          | 11/02/2011            |
|                                                                                                                       | L.C. Licensing, LLC                          |          | 11/02/2011            |
|                                                                                                                       |                                              |          | Entity Type           |
|                                                                                                                       |                                              |          | CORPORATION: DELAWARE |
|                                                                                                                       |                                              |          | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA                                                                                                  |                                              |          |                       |
| Name:                                                                                                                 | J. C. Penney Purchasing Corporation          |          |                       |
| Street Address:                                                                                                       | 6501 Legacy Drive                            |          |                       |
| City:                                                                                                                 | Plano                                        |          |                       |
| State/Country:                                                                                                        | TEXAS                                        |          |                       |
| Postal Code:                                                                                                          | 75024                                        |          |                       |
| Entity Type:                                                                                                          | CORPORATION: DELAWARE                        |          |                       |
| PROPERTY NUMBERS Total: 7                                                                                             |                                              |          |                       |
|                                                                                                                       | Property Type                                | Number   | Word Mark             |
|                                                                                                                       | Registration Number:                         | 3211900  | ESTATE BY MONET       |
|                                                                                                                       | Registration Number:                         | 1209655  | MONET                 |
|                                                                                                                       | Registration Number:                         | 2907390  | MONET                 |
|                                                                                                                       | Registration Number:                         | 3071642  | MONET                 |
|                                                                                                                       | Registration Number:                         | 0719979  | MONET                 |
|                                                                                                                       | Registration Number:                         | 4013113  | M                     |
|                                                                                                                       | Serial Number:                               | 77894661 | M                     |
| CORRESPONDENCE DATA                                                                                                   |                                              |          |                       |
| Fax Number:                                                                                                           |                                              |          |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                              |          |                       |
| Phone:                                                                                                                | 972-431-1267                                 |          |                       |
| Email:                                                                                                                | trademarks@jcpenney.com                      |          |                       |
| Correspondent Name:                                                                                                   | Kayla Carter Owens                           |          |                       |

OP 5130.00 3211900

900232390

TRADEMARK  
REEL: 004853 FRAME: 0409TRADEMARK  
REEL: 007111 FRAME: 0532

Address Line 1: 6501 Legacy Drive  
Address Line 4: Plano, TEXAS 75024

|                                                                                                                                                  |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER:                                                                                                                          | MONET US ASSIGNMENTS |
| NAME OF SUBMITTER:                                                                                                                               | Kayla Carter Owens   |
| Signature:                                                                                                                                       | /Kayla Carter Owens/ |
| Date:                                                                                                                                            | 08/30/2012           |
| Total Attachments: 4<br>source=BillofSale#page1.tif<br>source=BillofSale#page2.tif<br>source=BillofSale#page3.tif<br>source=BillofSale#page4.tif |                      |

TRADEMARK  
REEL: 004853 FRAME: 0410

TRADEMARK  
REEL: 007111 FRAME: 0533

**AFFIDAVIT OF VALERIE J. HARRIS**

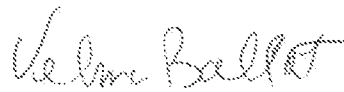
I, Valerie J. Harris, duly sworn, on oath, state the following:

1. I am a citizen of the United States, with offices located at 6501 Legacy Drive, Plano, TX 75024, and am Senior Vice President, Product Development, Design & Global Product Services of J.C. Penney Purchasing Corporation ("JCPPC"), a New York corporation.
2. JCPPC, whose registered office is at 6501 Legacy Drive, Plano, TX 75024, is engaged in the field of retail sales, including fashion, home décor, amongst other things.
3. On October 12, 2011, JCPPC entered into a Purchase Agreement with Liz Claiborne, Inc.
4. On November 2, 2011, a Bill of Sale was executed between Liz Claiborne, Inc., a Delaware corporation, and L.C. Licensing, LLC, a Delaware limited liability company (together the "Sellers"), for the benefit of JCPPC (the "Purchaser"), a New York corporation. A copy of the Bill of Sale is attached hereto as Exhibit A.
5. In the aforementioned Bill of Sale, a typographical error occurred in the first paragraph incorrectly listing JCPPC as a Delaware corporation, when in fact, JCPPC is a New York corporation. As proof of incorporation in the State of New York, we submit a copy of the New York Secretary of State Records showing JCPPC is in fact, an active corporation and in good standing, attached hereto as Exhibit B.



Signature of Affiant

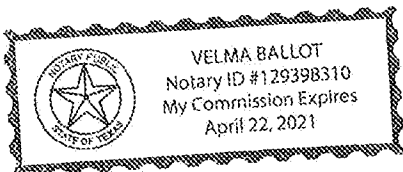
SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of TEXAS, this 18<sup>th</sup> day of November, 2020.



Notary Public

My commission expires:

April 22, 2021



BILL OF SALE

November 2, 2011

THIS BILL OF SALE (this "Bill of Sale") is made as of the date first written above by Liz Claiborne, Inc., a Delaware corporation ("LCI") and L.C. Licensing, LLC, a Delaware limited liability company ("LCL", and together with LCI, "Sellers") for the benefit of J. C. Penney Purchasing Corporation, a Delaware corporation ("Purchaser").

WHEREAS, Purchaser and LCI are parties to that certain Purchase Agreement, dated as of October 12, 2011 (as amended from time to time, the "Purchase Agreement"), by and among Purchaser and LCI.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

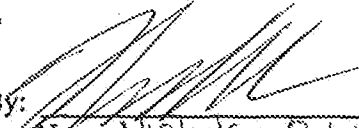
1. This Bill of Sale is provided pursuant to and is governed by the terms of the Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Upon the terms and subject to the conditions of the Purchase Agreement, each of LCI and LCL, as an Affiliate of LCI, hereby sells, grants, bargains, transfers, assigns, conveys and delivers to Purchaser, free and clear of all Liens (other than Permitted Liens) and Purchaser hereby purchases, acquires and accepts, all of each such Seller's respective right, title and interest in and to all of the Acquired Assets in the Territory.
3. This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
5. This Bill of Sale shall be binding upon and inure to the benefit of all of the parties and their successors, legal representatives and permitted assigns.

6. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Bill of Sale shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Bill of Sale as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

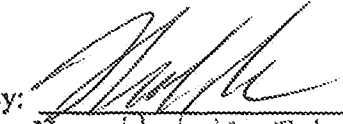
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed as of the date first written above.

LIZ CLAIBORNE, INC.

By:   
Name: Nicholas Rebins  
Title: SVP, Chief Legal Officer,  
General Counsel & Corp. Secretary

L.C. LICENSING, LLC

By:   
Name: Nicholas Rebins  
Title: Director

J. C. PENNEY PURCHASING CORPORATION

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

*[Signature Page to Bill of Sale]*



IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed as of the date first written above.


LIZ CLAIBORNE, INC.

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

L.C. LICENSING, LLC

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

J. C. PENNEY PURCHASING CORPORATION

By:   
Name: Kenneth Mangone  
Title: Chairman

*[Signature Page to Bill of Sale]*

**State of New York**  
**Department of State** } **ss:**

I hereby certify, that the Certificate of Incorporation of J.C. PENNEY PURCHASING CORPORATION was filed on 06/17/1959, fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 31st day of March  
two thousand and twenty.*

*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State

202004010051 \* 01

EXHIBIT B  
TRADEMARK

REEL: 007111 FRAME: 0539

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through October 28, 2020.

---

Selected Entity Name: J.C. PENNEY PURCHASING CORPORATION  
Selected Entity Status Information  
**Current Entity Name:** J.C. PENNEY PURCHASING CORPORATION  
**DOS ID #:** 120489  
**Initial DOS Filing Date:** JUNE 17, 1959  
**County:** NEW YORK  
**Jurisdiction:** NEW YORK  
**Entity Type:** DOMESTIC BUSINESS CORPORATION  
**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

C T CORPORATION SYSTEM  
28 LIBERTY ST.  
NEW YORK, NEW YORK, 10005

#### Chief Executive Officer

MICHAEL ROBBINS  
6501 LEGACY DR  
PLANO, TEXAS, 75024

#### Principal Executive Office

J.C. PENNEY PURCHASING CORPORATION  
6501 LEGACY DR MS 5214  
PLANO, TEXAS, 75024-3698

#### Registered Agent

C T CORPORATION SYSTEM  
28 LIBERTY ST.  
NEW YORK, NEW YORK, 10005

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

**\*Stock Information**

| # of Shares | Type of Stock | \$ Value per Share |
|-------------|---------------|--------------------|
| 0           | Capital Stock | 30000              |

\*Stock information is applicable to domestic business corporations.

**Name History**

| Filing Date  | Name Type | Entity Name                        |
|--------------|-----------|------------------------------------|
| JUN 17, 1959 | Actual    | J.C. PENNEY PURCHASING CORPORATION |

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS Homepage](#) | [Contact Us](#)

BILL OF SALE

November 2, 2011

THIS BILL OF SALE (this "Bill of Sale") is made as of the date first written above by Liz Claiborne, Inc., a Delaware corporation ("LCI") and L.C. Licensing, LLC, a Delaware limited liability company ("LCL", and together with LCI, "Sellers") for the benefit of J. C. Penney Purchasing Corporation, a ~~Delaware~~ <sup>New York</sup> corporation ("Purchaser").

*Handwritten initials and date: JH 11/11/11*

WHEREAS, Purchaser and LCI are parties to that certain Purchase Agreement, dated as of October 12, 2011 (as amended from time to time, the "Purchase Agreement"), by and among Purchaser and LCI.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

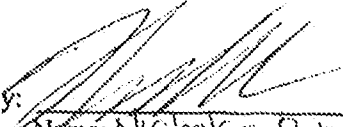
1. This Bill of Sale is provided pursuant to and is governed by the terms of the Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Upon the terms and subject to the conditions of the Purchase Agreement, each of LCI and LCL, as an Affiliate of LCI, hereby sells, grants, bargains, transfers, assigns, conveys and delivers to Purchaser, free and clear of all Liens (other than Permitted Liens) and Purchaser hereby purchases, acquires and accepts, all of each such Seller's respective right, title and interest in and to all of the Acquired Assets in the Territory.
3. This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
5. This Bill of Sale shall be binding upon and inure to the benefit of all of the parties and their successors, legal representatives and permitted assigns.

6. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Bill of Sale shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Bill of Sale as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

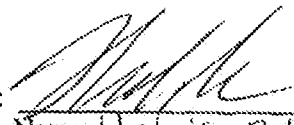
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed as of the date first written above.

LIZ CLAIBORNE, INC.

By:   
Name: Nicholas Rubino  
Title: SUP. Chief Legal Officer,  
General Counsel & Corp. Secretary

L.C. LICENSING, LLC

By:   
Name: Nicholas Rubino  
Title: Director

J. C. PENNEY PURCHASING CORPORATION

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

*[Signature Page to Bill of Sale]*

TRADEMARK  
TRADEMARK  
REEL: 004853 FRAME: 0413  
REEL: 007111 FRAME: 0544

IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed as of the date first written above.


LIZ CLAIBORNE, INC.

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

L.C. LICENSING, LLC

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

J. C. PENNEY PURCHASING CORPORATION

By:   
Name: Kenneth Mangone  
Title: Chairman

*[Signature Page to Bill of Sale]*