

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bon-Ton Holdings, Inc.		02/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RDLX Co		
Street Address:	121 W. 36th Street, Suite 411		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	6019308	BETTER BRANDS. BIGGER SAVINGS.	
Registration Number:	3666012	BOSTON STORE	
Registration Number:	3528518	EXERTEK	
Registration Number:	2278878	HERBERGER'S	
Registration Number:	3483180	INTIMATE ESSENTIALS	
Registration Number:	2635572	(RELATIVITY)	
Registration Number:	4991097	BEAUTY STATION	
Registration Number:	3892546	BERGNER'S	
Registration Number:	3022152	BRECKENRIDGE	
Registration Number:	0966580	BRECKENRIDGE	
Registration Number:	1143734	CARSON PIRIE SCOTT	
Registration Number:	1395289	CARSONS	
Registration Number:	3069447	CHANTEUSE	
Registration Number:	2412363	CHARGE AGAINST BREAST CANCER	
Registration Number:	5520593	CLOSE TO HOME	
Registration Number:	2001829	CUDDLE BEAR	
Registration Number:	4736593		
Registration Number:	4998553	DESIGN DISTRICT	
Registration Number:	1332638	ELDER-BEERMAN	

OP \$865.00 6019308

Property Type	Number	Word Mark
Registration Number:	4139987	KENNETH ROBERTS
Registration Number:	3881265	KENNETH ROBERTS
Registration Number:	3436925	KENNETH ROBERTS PLATINUM
Registration Number:	4626285	LET US FIND IT
Registration Number:	3909131	LIVING QUARTERS
Registration Number:	2493154	LIVING QUARTERS
Registration Number:	2385966	LIVING QUARTERS
Registration Number:	2934000	MISS ATTITUDE
Registration Number:	3848434	MISS ATTITUDE
Registration Number:	3292860	PARADISE COLLECTION
Registration Number:	2384258	RELATIVITY
Registration Number:	2407600	STUDIO WORKS
Registration Number:	1680687	THE BON-TON
Registration Number:	1661242	THE BON-TON
Registration Number:	1795407	YOUNKERS

CORRESPONDENCE DATA

Fax Number: 7037877557

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: 7037879400

Email: trademark@wcc-ip.us

Correspondent Name: Robert N. Cook

Address Line 1: 11491 Sunset Hills Rd., Suite 340

Address Line 4: Reston, VIRGINIA 20190

NAME OF SUBMITTER:	Robert N. Cook
SIGNATURE:	/Robert N. Cook/
DATE SIGNED:	02/15/2021

Total Attachments: 8

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- source=Exhibit D - Trademark Assignment#page2.tif
- source=Exhibit D - Trademark Assignment#page3.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of February 5, 2021, is made by The Bon-Ton Holdings, Inc. (“**Seller**”), a Delaware corporation, located at 8450 Broadway, Merrillville, IN 46410, in favor of RDLX Co, a Delaware corporation, with offices located at 121 W. 36th Street, Suite 411, New York, New York 10018 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer on the one hand, and Seller on the other, dated as of February 5, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 1** hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request,

and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Signatures on following page]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

THE BON-TON HOLDINGS, INC.

By: Kevin Pukala
Name: Kevin Pukala
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

RDLX CO
By: _____
Name: Kamal Ramani
Title: Chief Financial Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

THE BON-TON HOLDINGS, INC.

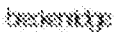
By: _____
Name: Kevin Pukala
Title: Chief Executive Officer



AGREED TO AND ACCEPTED:

RDLX CO
By:  _____
Name: Kamal Ramani
Title: Chief Financial Officer

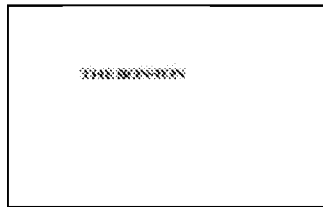
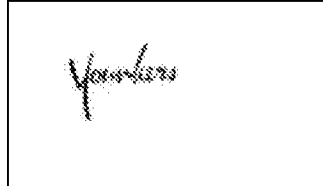
SCHEDULE 1

Assigned Trademark Registrations and Applications

Trademark	Country	International Class	Application Date & Number	Registration Date & Number	Status
BETTER BRANDS, BIGGER SAVINGS.	US	35	20 Jul 2017 87/535,628	3/24/2020 6,019,308	Registered
BOSTON STORE	US	35	24 Sep 2008 77/577,377	8/11/2009 3,666,012	Registered
EXERTEK	US	25	7/11/2007 77/227,149	11/4/2008 3,528,518	Registered
HERBERGER'S	US	35	12/23/1997 75/410,193	9/21/1999 2,278,878	Registered
INTIMATE ESSENTIALS	US	25	5/17/2007 77/183,901	8/12/2008 3,483,180	Registered
TRAVEL QUARTERS	US	18	6/21/2017 87/498,969	N/A	Allowed
(RELATIVITY)	US	25	8/27/1997 75/348,627	10/15/2002 2,635,572	Registered
BEAUTY STATION	US	35	10/24/2014 86/433,458	7/5/2016 4,991,097	Registered
BERGNER'S	US	35	3/26/2010 77/969,650	12/21/2010 3,892,546	Lapsed*last day for renewal is Jun. 21, 2021
BRECKENRIDGE	Canada	25	6/16/1976 395718	9/15/1978 TMA230293	Registered
BRECKENRIDGE	US	25	8/27/2003 78/976,395	11/29/2005 3,022,152	Registered
	US	10, 25, 26	9/12/1972 72/435,362	8/21/1973 0966580	Registered
CARSON PIRIE SCOTT	US	42	2/21/1978 73/159,353	12/16/1980 1,143,734	Lapsed*last day for renewal is

					June 16, 2021
CARSONS	US	42	3/23/1984 73/471,798	5/27/1986 1,395,289	Registered
CHANTEUSE	US	25	11/26/2003 78/976,644	3/14/2006 3,069,447	Registered
CHARGE AGAINST BREAST CANCER	US	36	11/24/1999 75/857,375	12 Dec 2000 2,412,363	Lapsed*last day for renewal is June 14, 2021
CLOSE TO HOME	US	35	4/20/2017 87/418,738	7/17/2018 5,520,593	Registered
CUDDLE BEAR	US	25	7/25/1994 74/553,100	17 Sep 1996 2,001,829	Registered
Two Curve (used with mark)  EK	US	25	4/24/2014 86/261,094	5/12/2015 4,736,593	Lapsed*last day for renewal is Nov. 12, 2021
DESIGN DISTRICT	US	35	5/1/2013 85/920,357	7/12/2016 4,998,553	Registered
	US	42	20 Aug 1984 73/495,705	4/23/1985 1,332,638	Registered
KENNETH ROBERTS	US	14, 16, 26	1/25/2011 85/225,140	5/8/2012 4,139,987	Registered
KENNETH ROBERTS	US	25	9/29/2009 77/836,970	23 Nov 2010 3,881,265	Lapsed*last day for renewal is May 24, 2021
KENNETH ROBERTS PLATINUM	US	25	12/1/2006 77/055,123	27 May 2008 3,436,925	Registered
LET US FIND IT	US	35	12/16/2013 86/144,251	21 Oct 2014 4,626,285	Lapsed*last day for renewal is April 21, 2021

LIVING QUARTERS	Canada	8, 21, 24, 30	5/29/2007 1255127	29 May 2007 TMA688504	Registered
LIVING QUARTERS	US	20, 28	11/30/2009 77/881,965	18 Jan 2011 3,909,131	Lapsed*last day for renewal is July 19, 2021
LIVING QUARTERS	US	8, 21, 24	3/5/1999 75/654,658	9/25/2001 2,493,154	Lapsed*last day for renewal is Mar. 25, 2022
LIVING QUARTERS	US	35	28 Aug 1997 75/348,885	12 Sep 2000 2,385,966	Lapsed*last day for renewal is Mar. 12, 2021
MISS ATTITUDE	US	9	12/4/2002 78/191,055	3/15/2005 2,934,000	Registered
MISS ATTITUDE	US	25	12/10/2008 77/630,455	9/14/2010 3,848,434	Lapsed*last day for renewal is Mar. 15, 2021
PARADISE COLLECTION	US	25	11/3/2006 77/035,952	18 Sep 2007 3,292,860	Registered
RELATIVITY	US	14, 25	8/28/1997 75/979,374	05 Sep 2000 2,384,258	Lapsed*last day for renewal is Mar. 5, 2021
STUDIO WORKS	US	25	2/27/1998 75/441,794	28 Nov 2000 2,407,600	Lapsed*last day for renewal is May 28, 2021
THE BON-TON	US	42	7/9/1990 74/078,995	24 Mar 1992 1,680,687	Registered

	US	42	9/14/1990 74/097,054	15 Oct 1991 1,661,242	Lapsed*Last date for renewal is Apr. 15, 2022
	US	42	12/11/1992 74/340,081	28 Sep 1993 1,795,407	Registered