

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy Order Releasing Security Interest referenced on Frame 5047, Reel 0344		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		09/10/2018	Corporation:
RECEIVING PARTY DATA			
Name:	THE BON-TON HOLDINGS, INC.		
Street Address:	8450 BROADWAY		
City:	MERRILLVILLE		
State/Country:	INDIANA		
Postal Code:	46410		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85920357	DESIGN DISTRICT	
Serial Number:	85733613	ZOE&BELLA @BT	
Serial Number:	77814203	BT JEWELLED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	TRADEMARKS@GREENBAUMLAW.COM		
Correspondent Name:	THE BON-TON HOLDINGS, INC.		
Address Line 1:	8450 BROADWAY		
Address Line 4:	MERRILLVILLE, INDIANA 46410		
NAME OF SUBMITTER:	HUNAIN SARWAR		
SIGNATURE:	/HUNAIN SARWAR/		
DATE SIGNED:	02/21/2021		
Total Attachments: 17			
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

THE BON-TON STORES, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-10248 (MFW)

(Jointly Administered)

Docket Ref. Nos. 632 & 1064

**ORDER APPROVING SALE OF THE
DEBTORS' IP ASSETS AND GRANTING RELATED RELIEF**

Upon the *Order, Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, Approving Sale of Certain of the Debtors' Assets and Granting Related Relief* [D.I. 632] (the "Sale Order"); the (I) *Certification of Counsel Regarding Order Approving Sale of the Debtors' IP Assets and Granting Related Relief* and (II) *Notice of Designation of Asset Purchaser* [D.I. 1064] (the "Asset Designation Notice") filed by the above captioned debtors and debtors in possession (the "Debtors") whereby the Agent² directed the Debtors to designate The Bon-Ton Holdings, Inc. or its subsidiaries as the purchasers (collectively, the "IP Purchaser") of certain of the Debtors' assets (the "IP Assets") on the terms memorialized in the Intellectual Property Asset Purchase Agreement dated September 5, 2018 (the "IP Purchase Agreement" and the transactions pursuant thereto, the "IP Sale"),³ annexed to the Asset Designation Notice as Exhibit I, free and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: The Bon-Ton Stores, Inc. (5229); The Bon-Ton Department Stores, Inc. (9309); The Bon-Ton Giftco, LLC (2805); Carson Pirie Scott II, Inc. (2140); Bon-Ton Distribution, LLC (5855); McRIL, LLC (5548); Bonstores Holdings One, LLC (8574); Bonstores Realty One, LLC (8931); Bonstores Holdings Two, LLC (8775); and Bonstores Realty Two, LLC (9075). The headquarters for the above-captioned Debtors is 2801 East Market Street, Bldg. E, York, Pennsylvania 17402.

² The Agent is comprised of (a) a contractual joint venture of GA Retail, Inc. ("GA") and Tiger Capital Group, LLC ("Tiger") and (b) Wilmington Savings Fund Society, FSB, as the indenture agent and collateral trustee for the 8.00% second-lien senior secured notes due 2021 issued by The Bon-Ton Department Stores, Inc. (the "Indenture Trustee", and together with GA and Tiger, the "Agent").

³ Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the IP Purchase Agreement, as applicable.

clear of all Lien,⁴ Claim,⁵ encumbrances, and other interests of any kind (collectively, "Interests"); except for the L'Oréal Exclusivity Right set forth in Section 8.5 of the IP Purchase Agreement and except for Comenity Bank's rights and interests set forth in Section 8.2; and the *Declaration of David Peress in Support of Orders Approving Sale of the Debtors' IP Assets and Granting Related Relief* (the "Peress Declaration"); the *Declaration of Justin Yoshimura in Support of Proposed Order Approving Sale of the Debtors' IP Assets to The Bon-Ton Holdings, Inc.* (the "IP Purchaser Declaration"); and in consideration of the *Consumer Privacy Ombudsman Report* [D.I. 1062] filed by the Consumer Privacy Ombudsman pursuant to paragraph 30 of the Sale Order, it is hereby

FOUND AND DETERMINED THAT:⁶

A. **Jurisdiction:** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1134. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and this Court enters this Order as a final order consistent with Article III of the U.S. Constitution.

B. **Venue:** Venue of these cases in this district is proper pursuant to 28 U.S.C. § 1409(a).

C. **Statutory Predicates:** The statutory predicates for the approval of the IP Purchase Agreement and transactions contemplated therein are sections 105 and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 4001, 6004 and 9014.

D. **Notice:** Proper, timely, adequate and sufficient notice of this Order has been provided in accordance with the Sale Order. The notice provided by the Debtors was good,

⁴ "Lien" has the meaning set forth in Section 101(37) of the Bankruptcy Code.

⁵ "Claim" has the meaning set forth in Section 101(5) of the Bankruptcy Code.

⁶ The findings of fact and the conclusions of law stated herein shall constitute this 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 finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

sufficient and appropriate under the circumstances, and no other or further notice of this matter is required.

E. **Designation of IP Purchaser:** Pursuant to the Asset Designation Procedures (as defined in the Sale Order) approved pursuant to the Sale Order, the Agent filed the Asset Designation Notice (as defined in the Sale Order) designating the IP Purchaser as the purchaser of the IP Assets.

F. **Personally Identifiable Information; Ombudsman Report:** The transactions contemplated by the IP Purchase Agreement include the sale or lease of personally identifiable information, as defined in section 101(41A) of the Bankruptcy Code ("PII") (or assets containing PII). Pursuant to the Sale Order, any transaction involving the sale or lease of PII shall be subject to a determination made by a consumer privacy ombudsman appointed in the chapter 11 cases. On May 14, 2018, the Court entered an order directing the United States Trustee to appoint a consumer privacy ombudsman [D.I. 699], and on May 17, 2018, the United States Trustee appointed the Consumer Privacy Ombudsperson to evaluate any transaction involving the sale of PII in accordance with section 332 of the Bankruptcy Code [D.I. 727]. The Consumer Privacy Ombudsman filed a report of its recommendations with respect to the sale of the PII on September 6, 2018 (the "Ombudsman Report") [D.I. 1062]. The Ombudsman Report recommends that the Court approve the sale and transfer of the PII (the "Ombudsman Finding") subject to the conditions set forth in paragraph 71 of the Ombudsman Report (collectively, the "Ombudsman Recommendations").

G. Based on the Ombudsman Report and the IP Purchaser Declaration, (i) the PII was collected and is being transferred consistently with the Debtors' policies governing the collection, transfer and dissemination of PII, and to the extent such policies existed, the IP Sale is

consistent with such policies; (ii) the IP Purchaser is a "qualified buyer", within the meaning described in the Ombudsman Report; and (iii) the IP Purchaser's proposed privacy policy maintains substantially the same level of information security currently maintained by the Debtors. After appointment of the Consumer Privacy Ombudsman in these Cases, in accordance with section 332 of the Bankruptcy Code, and after giving due consideration to the facts, circumstances and conditions of the IP Sale, as well as the Ombudsman Report, no showing was made that the sale of PII contemplated in the IP Sale, subject to the terms of this Order, would violate applicable nonbankruptcy law.

H. Time of the Essence: Time is of the essence in effectuating the IP Purchase Agreement and proceeding with the IP Sale contemplated therein without interruption to maximize the value that the IP Purchaser may realize from the IP Sale, and the value that the Debtors and the IP Purchaser may realize from entering into the IP Purchase Agreement. Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a) and 6004(h) and permit the immediate effectiveness of this Order.

I. Sale Free and Clear: Pursuant to the Sale Order and the Asset Designation Procedures, the Debtors (as applicable) may sell the IP Assets free and clear of all Interests as provided for herein, except for the L'Oréal Exclusivity Rights, as set forth in Section 8.5 of the IP Purchase Agreement, and except for the rights and interests of Comenity Bank, as set forth in Section 8.2(b) of the IP Purchase Agreement..

J. Good Faith: As set forth in the Peress Declaration and the IP Purchaser Declaration, the Debtors, the IP Purchaser, the Agent, their management and their respective boards of directors or equivalent governing bodies, officers, directors, employees, agents, professionals and representatives, actively participated in the bidding process and acted in good

faith. The IP Purchase Agreement between the IP Purchaser and the Debtors was negotiated and entered into based upon arms' length bargaining, without collusion or fraud, and in good faith as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The IP Purchaser is entering into the IP Purchase Agreement in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and the court decisions applying or interpreting such provision, and is therefore entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code with respect to all aspects of the transactions contemplated by the IP Purchase Agreement and otherwise has proceeded in good faith in all respects in connection with this IP Sale. Neither the Debtors, the IP Purchaser nor the Agent has engaged in any conduct that would cause or permit the IP Sale, the IP Purchase Agreement, or any related action or the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) or 364(e) of the Bankruptcy Code. The IP Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the IP Purchaser has not acted in a collusive manner with any person and were not controlled by any agreement among bidders. The IP Purchaser's prospective performance and payment of amounts owing under the IP Purchase Agreement are in good faith and for valid business purposes and uses.

K. Corporate Authority: The Debtors (i) have full corporate or other power to execute, deliver and perform their obligations under the IP Purchase Agreement and all other transactions contemplated thereby, and entry into the IP Purchase Agreement has been duly and validly authorized by all necessary corporate or similar action, (ii) have all of the corporate or other power and authority necessary to consummate the transactions contemplated by the IP Purchase Agreement, and (iii) have taken all actions necessary to authorize and approve the IP

Purchase Agreement and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the IP Purchase Agreement, are required for the Debtors to consummate such transactions. The consummation of the transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code.

L. **No Successor Liability:** Notwithstanding the foregoing or any provision in the IP Purchase Agreement to the contrary, the IP Purchaser shall (a) only assume the Assumed Liabilities to the extent such Assumed Liabilities (i) arise, accrue or relate to the period after the Closing Date and do not arise from or relate to any act, omission, breach, default, negligence, willful misconduct or fault by or of any Seller and (ii) do not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with notice or lapse of time would constitute or result in a breach, default, negligence, willful misconduct or fault by or of any Seller, and (b) not assume and shall not be obligated to assume or be obliged to pay, perform, or otherwise discharge, and Sellers shall be solely and exclusively liable with respect to, any Liability of Sellers that is not an Assumed Liability.

M. **Use of IP Assets Post-Closing:** After the date hereof, the Debtors, the Agent, Comenity Bank and their respective agents may continue to use the IP Assets in accordance with Section 8.2 of the IP Purchase Agreement.

N. **No *Sub Rosa* Plan:** Entry into the IP Purchase Agreement and the transactions contemplated thereby neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan of reorganization for the Debtors. Entry into the IP Purchase Agreement does not constitute a *sub rosa* chapter 11 plan.

O. **Third Party Rights:** Nothing in the IP Purchase Agreement creates any third party beneficiary rights in any entity not a party to the IP Purchase Agreement; provided, that

L'Oréal will be a third party beneficiary under Section 8.5 of the IP Purchase Agreement and Comenity Bank will be a third party beneficiary under Section 8.2(b) of the IP Purchase Agreement; provided, further, that under Section 12.9 of the IP Purchase Agreement the Agent shall be a third party beneficiary of all of the Sellers' rights and interests under the IP Purchase Agreement and shall be entitled to specifically enforce the IP Purchase Agreement against Buyer as if it were party thereto.

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

A. IP Purchase Agreement Approved and Authorized

1. The IP Purchase Agreement is hereby approved. The Debtors are authorized and empowered to enter into and perform under the IP Purchase Agreement, and the IP Purchase Agreement (and each of the transactions contemplated therein without further order of this Court) is hereby approved in its entirety and is incorporated herein by reference. The failure to include specifically any particular provision of the IP Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the IP Purchase Agreement and all of its provisions, payments and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, the IP Purchaser and the Agent and each of their respective officers, employees and agents are hereby authorized and directed to execute such documents and to do such acts as are necessary or desirable to carry out the IP Sale in accordance with the IP Purchase Agreement and effectuate the IP Purchase Agreement and each of the transactions and related actions contemplated or set

forth therein. Any officer of the Debtors is authorized to act on behalf of the Debtors in connection with the IP Sale and no other consents or approvals are necessary or required for the Debtors to carry out the IP Sale, effectuate the IP Purchase Agreement and each of the transactions and related actions contemplated or set forth therein.

3. After the date hereof, the Debtors, the Agent, Comenity Bank and their respective agents may continue to use the IP Assets in accordance with Section 8.2 of the IP Purchase Agreement.

B. Order Binding

4. This Order shall be binding upon and shall 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, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, domain name registrars 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 the IP Assets; and each of the foregoing entities is hereby directed to accept any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated in the IP Purchase Agreement.

5. This Order and the terms and provisions of the IP Purchase Agreement shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the IP Purchaser, the Agent, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Interest or Encumbrance in the IP Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other

fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the IP Purchase Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the IP Purchase Agreement, as well as the rights and interests granted pursuant to this Order and the IP Purchase Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the IP Purchaser, the Agent and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, and any such successor shall continue to hold all IP Assets strictly in trust for the benefit of IP Purchaser. Any trustee appointed in these cases shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Order and the IP Purchase Agreement, and the IP Purchaser and such trustee shall be and hereby are authorized to perform under the IP Purchase Agreement upon the appointment of the trustee without the need for further order of this Court.

6. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Interests, Liens or Encumbrances against the IP Assets will not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the IP Assets or otherwise, then only with regard to the IP Assets that are purchased by the IP

Purchaser pursuant to the IP Purchase Agreement and this Order, (i) the Debtors, Agent, and IP Purchaser are hereby authorized to execute and file such statements, instruments, releases or other documents on behalf of the person or entity with respect to the IP Assets and (ii) the IP Purchaser is hereby authorized to file, register or otherwise record a copy of this Order, which, once filed, registered or otherwise recorded, will constitute conclusive evidence of the release of all Interests against the IP Assets. This Order is deemed to be in 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.

C. Ombudsman Report.

7. The Ombudsman Finding is hereby adopted. IP Purchaser shall, and shall cause its Affiliates and Representatives to, comply with the Ombudsman Recommendations, to the extent applicable, and shall indemnify Sellers, the Agent and their respective Affiliates, and their respective officers, directors, employees and Representatives against any and all Losses incurred or suffered by them arising out of, relating to or resulting from any noncompliance with the Ombudsman Recommendations after Closing.

D. Good Faith.

8. Neither the Debtors, the IP Purchaser nor the Agent has engaged in any action or inaction that would cause or permit the IP Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Entry into the IP Purchase Agreement is undertaken by the parties thereto without collusion and in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code, and the IP Purchaser shall be protected by sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the authorization provided herein

to enter into the IP Purchase Agreement and consummate the transactions contemplated thereby shall not affect the validity of such transactions, unless such authorization is duly stayed pending such appeal. The IP Purchaser is entitled to all of the benefits and protections afforded by sections 363(m) and 364(e) of the Bankruptcy Code. The transactions contemplated by the IP Purchase Agreement are not subject to avoidance pursuant to section 363(n) or chapter 5 of the Bankruptcy Code and the IP Purchaser is entitled to all of the protections and immunities thereunder.

E. Other Provisions

9. **Applicable General Laws.** . Nothing in this Order or the IP Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory power that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order or the IP Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under applicable non-bankruptcy law governing such transfers. Nothing in this paragraph should be construed to create for any governmental unit any substantive right that does not already exist applicable non-bankruptcy law.

10. **Minimum Deposit.** At the Closing, the Minimum Deposit shall be released for application to the Purchase Price. If the IP Purchase Agreement is terminated pursuant to Section 11.1(d)(i) or Section 11.1(d)(ii), the Minimum Deposit shall be paid to and retained by the Agent in accordance with Section 11.3(b) of the IP Purchase Agreement; if the IP Purchase Agreement is terminated pursuant to any Section other than Section 11.1(d)(i) or

Section 11.1(d)(ii), the Minimum Deposit shall be returned to and retained by the IP Purchaser in accordance with Section 11.3(b) of the IP Purchase Agreement

11. **Limitation on Liability.** In no event shall the aggregate Liabilities of (a) Buyer or (b) Sellers and the Agent under the IP Purchase Agreement exceed the Purchase Price. None of the Sellers, Buyer the Agent or the Non-Recourse Parties shall be liable for any special, indirect, incidental, consequential, punitive, exemplary or similar damages of any kind whatsoever in any way due to, resulting from or arising in connection with this Agreement or the transactions contemplated hereby; provided, however, that the foregoing limitation of Liability shall not apply to (i) Liabilities arising from such Person's fraud, (ii) indirect, incidental, or consequential damages or Liabilities that would be reasonably foreseeable to result from a breach of this Agreement under an objective standard, or (iii) Liabilities arising out of or relating to Buyer's failure to comply with the Ombudsman Report after Closing.

12. **No Liability for Claims.** The IP Purchaser shall not be liable for any claims against the Debtors, the assets of the Debtors or a trustee appointed in these chapter 11 cases, and the Debtors shall not be liable for any claims against IP Purchaser, in each case, other than as expressly provided for in the IP Purchase Agreement. The IP Purchaser shall have no successor or other liability whatsoever with respect to any Encumbrances, claims, or Interests of any nature that may exist against the Debtors, including, without limitation, the IP Purchaser shall not be, or be deemed to be: (i) a successor in interest or within the meaning of any law, including any revenue, successor liability, pension, labor, COBRA, ERISA, bulk-transfer, products liability, tax or environmental law, rule or regulation, or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories; or (ii) a joint employer, co-employer or successor employer with

the Debtors, and neither the IP Purchaser nor the Agent shall have any obligation to pay the Debtors' wages, bonuses, severance pay, vacation pay, WARN act claims (if any), COBRA claims, benefits or any other payments to employees of the Debtors, including pursuant to any collective bargaining agreement, employee pension plan, or otherwise. This Order will be effective as a determination that, as of Closing, all Interests in the IP Assets have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected.

13. **Injunction.** Except as otherwise provided in the IP Purchase Agreement, all persons and entities (and their respective successors and assigns) are hereby forever barred, estopped and permanently enjoined from asserting any Interests in the IP Assets against the IP Purchaser or its affiliates, successors or assigns, its property or the IP Assets. No such persons or entities will assert against the IP Purchaser or its affiliates, successors or assigns, their property or the IP Assets, any Interest with respect to the IP Assets as a result of the transfer of the IP Assets to the IP Purchaser, including, without limitation, arising from or related to the ownership or operation of the IP Assets by the Debtors or any act or omission of the Debtors or their affiliates prior to the Closing, including, without limitation successor liability or any products liability of the Debtors. All entities are hereby forever prohibited and permanently barred, estopped, and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the IP Assets to the IP Purchaser in accordance with the terms of the IP Purchase Agreement and this Order.

14. **Transfer of IP Assets.** All persons or entities in possession of some or all of the IP Assets are directed to surrender possession of such assets to the IP Purchaser or its designee at the time of Closing. To the extent provided by Section 525 of the Bankruptcy Code,

no governmental unit may revoke or suspend any permit or license relating to the operation of the IP Assets sold, transferred and conveyed to the IP Purchaser on account of the filing or pendency of these Chapter 11 cases or the consummation of the transactions contemplated by the IP Purchaser Agreement.

15. **Standing.** The IP Purchaser and the Agent are parties in interest and shall have the ability to appear and be heard on all issues that would affect the rights of the IP Purchaser or the Agent under this Order, any issues related to or otherwise connected to the IP Sale, and the IP Purchase Agreement. The IP Purchaser and the Agent have standing to seek to enforce, among other things, the terms of this Order.

16. **Subsequent Plan Provisions.** Nothing contained in any plan confirmed in the Debtors' chapter 11 cases or any order of this Court confirming such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the IP Purchase Agreement or the terms of this Order. In the event there is a conflict between the terms of this Order and the terms of any subsequent chapter 11 plan or any order to be entered in these cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code), the terms of this Order shall control.

17. **Modifications.** The IP Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, *provided*, that any amendment or modification to Section 8.2 of the IP Purchase Agreement shall require the consent of Comenity Bank.

18. **Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow the IP Purchaser and the Agent to deliver any notice provided for in the IP Purchase Agreement and allow the IP Purchaser and the Agent to take any and all actions permitted or required under the IP Purchase Agreement in accordance with the terms and conditions thereof or order of the Court. Neither the IP Purchaser nor the Agent shall be required to seek or obtain any further relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of their remedies under the IP Purchase Agreement or any other document related to the IP Purchase Agreement.

19. **Comenity Bank.** In accordance with the Sale Order, Comenity Bank ("Comenity") shall be permitted to use, and nothing in the IP Purchase Agreement or this Order shall prohibit or otherwise restrict Comenity's use of, (i) all Trademarks that constitute IP Assets through December 31, 2018 and (ii) all corporate names or tradenames that constitute IP Assets through December 31, 2020, in each case solely as necessary to administer and collect the balances due on any accounts pursuant to the Private Label Credit Card Program with Comenity Bank. For the avoidance of doubt, nothing in the IP Purchase Agreement or this Order shall affect Comenity's rights under the Sale Order. Comenity Bank shall be deemed to be a third party beneficiary of Section 8.2(b) of the IP Purchase Agreement. Prior to December 31, 2020, any permitted buyer, licensee, assignee or transferee of the Acquired Assets must agree in writing to be bound and abide by the terms of Section 8.2(b) of the IP Purchase Agreement as if it were Buyer thereunder.

20. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to or arising out of this Order or the IP Purchase Agreement.

21. **No Stay of Order.** Notwithstanding Bankruptcy Rules 4001 and 6004, or any other law that would serve to stay or limit the immediate effect of this Order, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Neither the Debtors, the IP Purchaser nor the Agent shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. In the absence of any person or entity obtaining a stay pending appeal, the Debtors, the IP Purchaser and the Agent are free to perform under the IP Purchase Agreement at any time, subject to the terms of the IP Purchase Agreement.

22. **No Bulk Sales.** No bulk sales law, or similar law of any state or other jurisdiction will apply in any way to the transactions contemplated by the IP Purchase Agreement.

23. **Further Assurances.** From time to time, as and when requested, all parties to the IP Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the IP Sale.

24. **Governing Terms.** To the extent this Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern. To the extent that anything contained in this Order explicitly conflicts with a provision in the IP Purchase Agreement, this Order shall govern and control.

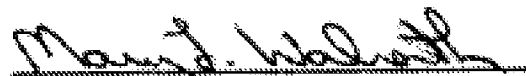
25. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

26. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order.

27. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

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

Dated: September 10th, 2018
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE