

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM630373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pathlight Capital LP		03/04/2021	Limited Partnership: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Saks Incorporated		
Street Address:	225 Liberty Street		
Internal Address:	31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: TENNESSEE		
Name:	Saks & Company, LLC		
Street Address:	225 Liberty Street		
Internal Address:	31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	5355433	O5	
Registration Number:	4699866	OFF 5TH	
Registration Number:	4699867	OFF 5TH	
Registration Number:	4625024	#SAKSIN6	
Registration Number:	4867667	MADISON SUPPLY	
Registration Number:	5186694	MORE	
Registration Number:	3997431	OFF 5TH	
Registration Number:	4002313	OFF 5TH	
Registration Number:	3551064	SAKS FIFTH AVENUE OFF 5TH	
Registration Number:	3368500	SAKS FIFTH AVENUE	
Registration Number:	2869986	KEY TO THE CURE	
TRADEMARK			

OP \$1740.00 5355433

Property Type	Number	Word Mark
Registration Number:	2351428	SAKS & COMPANY
Registration Number:	2221406	SAKS FIFTH AVENUE
Registration Number:	2024140	SAKSFIRST
Registration Number:	1976296	OFF 5TH
Registration Number:	1839730	CAFE SFA
Registration Number:	1994280	SAKS FIFTH AVENUE
Registration Number:	1667955	SAKS FIFTH AVENUE
Registration Number:	1359451	SAKS FIFTH AVENUE
Registration Number:	1197494	THE FIFTH AVENUE CLUB
Registration Number:	1180632	SAKS FIFTH AVENUE
Registration Number:	1180633	SAKS FIFTH AVENUE
Registration Number:	0737308	SAKS FIFTH AVENUE
Registration Number:	0627814	SAKS FIFTH AVENUE
Registration Number:	0628489	SAKS FIFTH AVENUE
Registration Number:	0635368	SAKS FIFTH AVENUE
Registration Number:	0620917	SAKS FIFTH AVENUE
Registration Number:	4930665	RUSSELL PARK
Registration Number:	4969459	FIFTH CITY
Registration Number:	4752937	STONE & ASTER
Registration Number:	4752940	STONE & ASTER
Registration Number:	5032315	SPARROW LAKE
Registration Number:	5091560	SPARROW LAKE
Registration Number:	5032316	SPARROW LAKE
Registration Number:	5036938	STONE & ASTER
Registration Number:	4705064	EZZER KEZZER
Registration Number:	4705028	JAKE & RIVINGTON
Registration Number:	4795982	808 HOME
Registration Number:	4795983	808 HOME
Registration Number:	4795984	808 HOME
Registration Number:	4795985	808 HOME
Registration Number:	4795986	808 HOME
Registration Number:	4685699	AVA & AIDEN
Registration Number:	4905547	PURE NAVY
Registration Number:	4713026	NEAR NORTH CLOTHIERS
Registration Number:	5329898	MILLBURN CO.
Registration Number:	4712944	MARABELLE
Registration Number:	4752278	SHORE LEAVE
Registration Number:	4339890	WALL + WATER

Property Type	Number	Word Mark
Registration Number:	4339712	WYTHE NY
Registration Number:	4299048	MAIDEN LANE
Registration Number:	4377102	AVA & AIDEN
Registration Number:	4498505	RENVY
Registration Number:	5887182	FIFTH CITY
Registration Number:	4713722	KAMI MATERNITY
Registration Number:	5209450	MADISON SUPPLY
Registration Number:	6251720	NHP
Registration Number:	5904289	NOMINEE
Registration Number:	5846679	RUSSELL PARK
Registration Number:	5647775	SAKS
Registration Number:	5434329	SAKS FIFTH AVENUE THE COLLECTIVE
Registration Number:	5703800	SAKS FIFTH AVENUE THE VAULT
Registration Number:	5647776	SAKS WELLERY
Registration Number:	5503868	THE BEST REWARDS IN FASHION
Registration Number:	5647777	WELLERY
Registration Number:	6158618	SAKS OFF 5TH
Registration Number:	5875299	SAKS OFF 5TH
Registration Number:	6176183	SAKS OFF 5TH
Registration Number:	5705337	PURE NAVY

CORRESPONDENCE DATA

Fax Number: 6172484000

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010878-0026
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	03/08/2021

Total Attachments: 8

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page1.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page2.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page3.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page4.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page5.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page6.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page7.tif

source=Pathlight__HBC - Partial Release of Security Interest in Trademarks [Executed]#page8.tif

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** ("Partial Release") is granted as of March 4, 2021 by PATHLIGHT CAPITAL LP, as administrative agent and collateral agent for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), having an office at 18 Shipyard Drive, Suite 2C, Hingham, Massachusetts 02043 (the "Grantee"), in favor of SAKS INCORPORATED, a Tennessee corporation, as a grantor ("Saks Incorporated") and SAKS & COMPANY LLC, a Delaware limited liability company, as a grantor ("Saks & Company") and together with Saks Incorporated, the "Grantors";

WHEREAS, the Grantors, among others, have executed and delivered a Security Agreement, dated as of November 25, 2020 (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), in favor of the Grantee, to secure the satisfactory performance and payment of all of the Grantors' Secured Obligations, as such term is defined in the Security Agreement;

WHEREAS, in conjunction with the security interest granted to the Grantee under the Security Agreement, the Grantors have executed and delivered a Grant of Security Interest in Trademarks, dated as of November 25, 2020 (as amended, modified, supplemented or restated from time to time, the "Trademark Agreement"), to the Grantee which was recorded with (a) the United States Patent and Trademark Office (the "PTO") on November 25, 2020, at Reel 7115 and Frame 0335, and (b) the Canadian Intellectual Property Office (the "CIPO") on or about January 26, 2021;

WHEREAS, the Grantors, among others, have entered into that certain Amended & Restated Asset Transfer and Contribution Agreement, dated as of March 4, 2021 (the "Asset Contribution Agreement") with Saks.com LLC, a Delaware limited liability company ("Saks.com") pursuant to which, *inter alia*, the Grantors have agreed to transfer to Saks.com certain assets including intellectual property; and

WHEREAS, in connection with the Asset Contribution Agreement, the Grantors have requested that that the Grantee release and discharge fully its interest in the trademarks, service marks, trade names, trade dress and other similar designations of source or origin set forth in Schedule A annexed hereto together with all registrations, applications and renewals for, any of the foregoing and all associated goodwill (collectively, the "Specified Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Specified Trademark Collateral.

The Grantee hereby authorizes and requests that the (a) PTO, and (b) the CIPO note and record the present Partial Release against the Specified Trademark Collateral.

Except for the release of Specified Trademark Collateral, all terms and provisions of the Trademark Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Agreement, as modified hereby, or

alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Trademarks (as defined in the Security Agreement) pursuant to the Trademark Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[The Remainder of this Page is Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

PATHLIGHT CAPITAL LP, as Grantee

By: **PATHLIGHT GP LLC**, its General Partner

By: 

Name: Katie Hendricks

Title: Managing Director

[Signature Page to Partial Release of Security Interest in Trademarks]

Schedule A

Specified Trademark Collateral

[See attached]


TRADEMARKS

United States

Mark	Owner	Application/Registration No
O5	Saks & Company LLC	5355433
OFF 5TH	Saks & Company LLC	4699866
OFF 5TH	Saks & Company LLC	4699867
#SAKSIN6	Saks & Company LLC	4625024
MADISON SUPPLY	Saks & Company LLC	4867667
MORE	Saks & Company LLC	5186694
OFF 5TH	Saks & Company LLC	3997431
OFF 5TH	Saks & Company LLC	4002313
SAKS FIFTH AVENUE OFF 5TH	Saks & Company LLC	3551064
SAKS FIFTH AVENUE	Saks & Company LLC	3368500
KEY TO THE CURE	Saks & Company LLC	2869986
SAKS & COMPANY	Saks & Company LLC	2351428
SAKS FIFTH AVENUE	Saks & Company LLC	2221406
SAKSFIRST	Saks & Company LLC	2024140
OFF 5TH	Saks & Company LLC	1976296
CAFE SFA	Saks & Company LLC	1839730
SAKS FIFTH AVENUE	Saks & Company LLC	1994280
SAKS FIFTH AVENUE	Saks & Company LLC	1667955
SAKS FIFTH AVENUE	Saks & Company LLC	1359451
THE FIFTH AVENUE CLUB	Saks & Company LLC	1197494
SAKS FIFTH AVENUE	Saks & Company LLC	1180632
SAKS FIFTH AVENUE	Saks & Company LLC	1180633
SAKS FIFTH AVENUE	Saks & Company LLC	0737308
SAKS FIFTH AVENUE	Saks & Company LLC	0627814
SAKS FIFTH AVENUE	Saks & Company LLC	0628489
SAKS FIFTH AVENUE	Saks & Company LLC	0635368
SAKS FIFTH AVENUE	Saks & Company LLC	0620917
RUSSELL PARK	Saks & Company LLC	4930663
FIFTH CITY	Saks & Company LLC	4969459
STONE & ASTER	Saks & Company LLC	4752937
STONE & ASTER	Saks & Company LLC	4752940
SPARROW LAKE	Saks & Company LLC	5032315
SPARROW LAKE	Saks & Company LLC	5091560
SPARROW LAKE	Saks & Company LLC	5032316
STONE & ASTER	Saks & Company LLC	5036938
EZZER KEZZER	Saks & Company LLC	4705064
JAKE & RIVINGTON	Saks & Company LLC	4705028
808 HOME	Saks & Company LLC	4795982
808 HOME	Saks & Company LLC	4795983

Mark	Owner	Application/Registration No
808 HOME	Saks & Company LLC	4795984
808 HOME	Saks & Company LLC	4795985
808 HOME	Saks & Company LLC	4795986
AVA & AIDEN	Saks & Company LLC	4685699
PURE NAVY	Saks & Company LLC	4905547
NEAR NORTH CLOTHIERS	Saks & Company LLC	4713026
MILLBURN CO.	Saks & Company LLC	5329898
MARABELLE	Saks & Company LLC	4712944
SHORE LEAVE	Saks & Company LLC	4752278
WALL + WATER	Saks & Company LLC	4339890
WYTHE NY	Saks & Company LLC	4339712
MAIDEN LANE	Saks & Company LLC	4299048
AVA & AIDEN	Saks & Company LLC	4377102
RENVY	Saks & Company LLC	4498505
FIFTH CITY	Saks & Company LLC	5887182
KAMI MATERNITY	Saks & Company LLC	4713722
L'AVENUE AT SAKS	Saks & Company LLC	88115848 ITU
MADISON SUPPLY	Saks & Company LLC	5209450
NHP	Saks & Company LLC	6251720
NOMINEE	Saks & Company LLC	5904289
RUSSELL PARK	Saks & Company LLC	5846679
SAKS	Saks & Company LLC	5647775
SAKS FIFTH AVENUE THE COLLECTIVE	Saks & Company LLC	5434329
SAKS FIFTH AVENUE THE VAULT	Saks & Company LLC	5703800
SAKS WELLERY	Saks & Company LLC	5647776
THE BEST REWARDS IN FASHION	Saks & Company LLC	5503868
WELLERY	Saks & Company LLC	5647777
SAKS OFF 5TH	Saks & Company LLC	6158618
SAKS OFF 5TH	Saks & Company LLC	5875299
SAKS OFF 5TH & DESIGN	Saks & Company LLC	6176183
PURE NAVY	Saks & Company LLC as successor to GHBC Groupe, Inc.	5705337

Mark	Design	Name	Application/ Registration No.
MADISON SUPPLY		Saks & Company LLC	1904262
E N S & Design		Saks & Company LLC	TMA999999
NHP		Saks & Company LLC	TMA1085043
O5		Saks & Company LLC	TMA982912
OFF 5TH		Saks & Company LLC	TMA990649
OFF 5TH Logo		Saks & Company LLC	TMA990653
SAKS		Saks & Company LLC	TMA753037
SAKS FIFTH AVENUE		Saks & Company LLC	TMA201806
SAKS FIFTH AVENUE (VERTICAL Design)		Saks & Company LLC	TMA930912
SAKS FIFTH AVENUE Design		Saks & Company LLC	TMA368080
SAKS FIFTH AVENUE Design		Saks & Company LLC	TMA368297
SAKS FIFTH AVENUE Design		Saks & Company LLC	TMA368298
SAKS FIFTH AVENUE OFF 5TH Design		Saks & Company LLC	TMA962614
SAKS FOOD HALL		Saks & Company LLC	TMA997750
SAKSFIRST		Saks & Company LLC	TMA1009070
SFA		Saks & Company LLC	TMA266653

Mark	Design	Name	Application/ Registration No.
SO5		Saks & Company LLC	TMA990654
THE FIFTH AVENUE CLUB Design		Saks & Company LLC	TMA998045
SAKS OFF 5TH		Saks & Company LLC	TMA1088631
SAKS OFF 5TH & DESIGN		Saks & Company LLC	TMA1090361
SCRIPTED		Saks & Company LLC	TMA1062714
KIP & LOLA		Saks & Company LLC	TMA1087853
PARK & BOND		Saks & Company LLC	1973870
AVA & AIDEN		Saks & Company LLC	TMA1081775
PURE NAVY		Saks & Company LLC	1873613
PURE NAVY		Saks & Company LLC	TMA1044506
RUSSELL PARK		Saks & Company LLC	1881416
NOMINEE		Saks & Company LLC	1919917