

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM630638

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Saks & Company LLC		03/04/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Saks.com LLC		
<b>Street Address:</b>	225 Liberty Street, 31st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 73</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
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	
<b>TRADEMARK</b>			

OP \$1840.00 5355433

Property Type	Number	Word Mark
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
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
Serial Number:	88115848	L'AVENUE AT SAKS
Registration Number:	5209450	MADISON SUPPLY

Property Type	Number	Word Mark
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
Serial Number:	90340683	THE RESIDENCES AT SAKS FIFTH AVENUE
Serial Number:	90340692	SAKS FIFTH AVENUE RESIDENCES
Serial Number:	90340698	SAKS FIFTH AVENUE LONGEVITY CENTER
Registration Number:	5705337	PURE NAVY

#### CORRESPONDENCE DATA

Fax Number: 3102822200

*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: 310-282-2000

Email: trademarks@loeb.com

Correspondent Name: Melanie Howard c/o Loeb & Loeb LLP

Address Line 1: 10100 Santa Monica Blvd., Suite 2200

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Sara J. Crisafulli
SIGNATURE:	/sjc/
DATE SIGNED:	03/09/2021

#### Total Attachments: 7

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), effective as of the 4th day of March, 2021 (the “Effective Date”), is made and entered into by and between **Saks & Company LLC**, a Delaware limited liability company (“Assignor”) and **Saks.com LLC**, a Delaware limited liability company (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties” and individually as a “Party”. All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee, and certain other entities, are parties to that certain Amended & Restated Asset Transfer and Contribution Agreement, dated as of March 4, 2021, as may be further amended from time to time (the “Contribution Agreement”), whereby Assignor agreed to transfer to Assignee, as a successor to all or a portion of Assignor’s business, all of Assignor’s rights, title and interests in and to the trademarks set forth on Exhibit A hereto (the “Marks”), and Assignee agreed to accept from Assignor, said Marks and the goodwill associated with such Marks; and

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, pursuant to the Contribution Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s rights, title and interests in, to and under the Marks, together with the goodwill of the business symbolized by and associated with the Marks, including, without limitation, all registrations, applications, renewals, extensions, continuations, divisions, or reissues of any the Marks, all common law or unregistered rights in and to the Marks, and all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present and future infringement and misappropriation of the Marks.

2. Recordation. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record this Assignment, as to the assigned Marks.

3. Severability. Should any provision or provisions of this Assignment be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision or provisions may be modified by such court or arbitration panel in compliance with the law and, as modified, enforced. All other terms and conditions of this Assignment shall remain in full force and effect and shall be construed in accordance with the modified provision or provisions, as if such illegal, invalid or unenforceable provision or provisions had not been contained herein.

4. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

5. Governing Law. This Assignment will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to its principles of conflicts of laws.

[Remainder of Page Left Intentionally Blank - Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

SAKS & COMPANY LLC

By: 

Name: Ian Putnam

Title: Authorized Signatory

President & CEO, HBC Properties and Investments

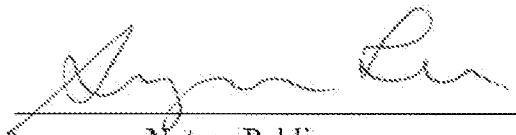
STATE OF NEW YORK )

)ss.

COUNTY OF NEW YORK )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared Ian Putnam, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission expires on: 05/23/2024

Suzanne Min Sung Lee  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02LE6342264  
Qualified in New York County  
Commission Expires 05/23/2024


[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 007215 FRAME: 0149

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

SAKS.COM LLC

By: 

Name: Marc Hetrick

Title: Vice President

STATE OF NEW YORK

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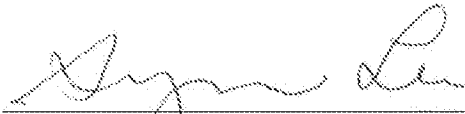
)ss.

COUNTY OF NEW YORK

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On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared Marc Hetrick, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission expires on: 05/23/2024

Suzanne Min Sung Lee  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02LE6342264  
Qualified in New York County  
Commission Expires 05/23/2024

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 007215 FRAME: 0150

**EXHIBIT A**  
**To Trademark Assignment**  
**Marks**

**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	4930665
FIFTH CITY	Saks & Company LLC	4969459
STONE & ASTER	Saks & Company LLC	4752937
STONE & ASTER	Saks & Company LLC	4752940
SPARROW LAKE	Saks & Company LLC	5032315



Mark	Owner	Application/Registration No
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
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
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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

Mark	Owner	Application/Registration No
PURE NAVY		5705337

Mark	Owner	Application/Registration No	Country
THE RESIDENCES AT SAKS FIFTH AVENUE	Saks & Company LLC	90340683 ITU	US
SAKS FIFTH AVENUE RESIDENCES	Saks & Company LLC	90340692 ITU	US
SAKS FIFTH AVENUE LONGEVITY CENTER	Saks & Company LLC	90340698 ITU	US

[Exhibit A to Trademark Assignment]