

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.C. Penney Corporation, Inc.		03/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Penney IP LLC		
Street Address:	6501 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88623333	PENNEY'S	
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:	mpotts@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	MARISSA A. POTTS		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	023095-0001		
NAME OF SUBMITTER:	Marissa Potts		
SIGNATURE:	/Marissa Potts/		
DATE SIGNED:	03/11/2021		
Total Attachments: 5			
source=Project Copper -PENNEY_S Trademark Assignment Agreement (Execution Version)#page1.tif			
source=Project Copper -PENNEY_S Trademark Assignment Agreement (Execution Version)#page2.tif			
source=Project Copper -PENNEY_S Trademark Assignment Agreement (Execution Version)#page3.tif			
source=Project Copper -PENNEY_S Trademark Assignment Agreement (Execution Version)#page4.tif			

CH \$40.00 88623333

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 11, 2021, is made by and between J.C. Penney Corporation, Inc., a Delaware corporation ("Assignor"), on the one hand, and Penney IP LLC, a Delaware limited liability company ("Assignee"), on the other hand. All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below) and the rules of construction set forth in Section 10.9 of the Asset Purchase Agreement will be applied wherever appropriate herein.

WITNESSETH:

WHEREAS, J. C. Penney Company, Inc., a Delaware corporation, the other Seller parties thereto and Copper Retail JV LLC ("Purchaser") have entered into an Asset Purchase Agreement, dated as of October 28, 2020 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee (as a Designee of Purchaser), and the Assignee desires to purchase, acquire, and accept from the Assignor, all of the Assignor's right, title, and interest in, to, and under all of the Assignor's registered and applied for trademarks listed on Schedule I hereto, together with all goodwill associated therewith (the "Trademarks");

WHEREAS, Assignee is a successor to that part of the Assignor's business to which the Trademarks pertain, and that business is ongoing and existing; and

WHEREAS, this Agreement will be executed in accordance with Section 6.4 of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor's right, title, and interest in, to and under the Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record the Assignee as the owner of the Trademarks.

Section 2. Governing Law; Jurisdiction and Exclusive Venue. Sections 10.14(a) and 10.13 of the Asset Purchase Agreement are hereby incorporated herein *mutatis mutandis*.

Section 3. Entire Agreement. Section 10.11 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*. Except with respect to Section 5, in the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control and prevail.

Section 4. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

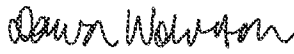
Section 5. Further Assurances. The Assignor further agrees to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this agreement. In addition, and without limiting the generality of the foregoing, the Assignor further agrees, at the reasonable request of the Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Assignor's Trademarks to the extent feasible with the resources reasonably available to the Assignor.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Penney IP LLC
as attorney-in-fact to J.C. Penney Corporation, Inc.

By: 
Name: Dawn Wolverton
Title: Assistant Secretary

ASSIGNEE:

Penney IP LLC

By: Michelle Hartland
Name: Michelle Hartland
Title: Assistant Secretary

Schedule 1

Trademarks

Trademark	Jurisdiction	Application No.	Registration No.
PENNEY'S	U.S. Federal	88/623333	---