

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lord & Taylor IP LLC		02/01/2021	Limited Liability Company: DELAWARE
Le Tote IP LLC		02/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	White Oak Commercial Finance, LLC, as Agent
Street Address:	1155 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5445170	A
Registration Number:	6088176	A SMARTER WAY TO SHOP
Registration Number:	1720961	AMERICA'S DRESS ADDRESS
Registration Number:	5513909	ASKYA
Registration Number:	2929831	BEAUTY.NOW
Registration Number:	2696590	BEAUTY.NOW
Registration Number:	4870733	BIRDCAGE
Registration Number:	4870734	BIRDCAGE
Registration Number:	4998958	DESIGN LAB
Registration Number:	5781899	FIND@LORD & TAYLOR
Registration Number:	5800585	FIND@LORD & TAYLOR
Registration Number:	2521282	KATE HILL
Registration Number:	6091695	L+T
Serial Number:	88139215	L+T A SMARTER WAY TO SHOP
Registration Number:	5496615	LABORATORY LT MAN
Registration Number:	5496616	LABORATORY. LORD & TAYLOR MAN
Registration Number:	3488206	LORD & TAYLOR

CH \$640.00 5445170

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1960413	LORD & TAYLOR
Registration Number:	4874817	LORD & TAYLOR 424 FIFTH
Registration Number:	5940014	LORD + TAYLOR
Registration Number:	3488202	LORD & TAYLOR
Registration Number:	5429384	LORD & TAYLOR THE DRESS ADDRESS
Registration Number:	4150675	SHOP SMART, DO GOOD
Registration Number:	5429385	THE DRESS ADDRESS
Serial Number:	88876192	LE TOTE

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	942531
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/03/2021

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2021 is made by each of the undersigned (together with each other Person joined hereto as a grantor from time to time, each, a “Grantor”, and collectively, the “Grantors”) in favor of WHITE OAK COMMERCIAL FINANCE, LLC (“White Oak”) as Lender (as defined below).

BACKGROUND

Pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of February 1, 2021, among NY AND CO ECOMM LLC, a Delaware limited liability company (“NYCE”), FASHION TO FIGURE ECOMM LLC, a Delaware limited liability company (“FFE”), LORD & TAYLOR ECOMM LLC, a Delaware limited liability company (“LTE”), LETOTE ECOMM LLC, a Delaware limited liability company (“LeTote”, and collectively with NYCE, FFE and LTE, (the “Borrowers”), or each, individually, a “Borrower”), NY AND CO IP LLC, a Delaware limited liability company (“NYC IP”), FASHION TO FIGURE IP LLC, a Delaware limited liability company (“FF IP”), LORD & TAYLOR IP LLC, a Delaware limited liability company, (“LT IP”), LETOTE IP LLC, a Delaware limited liability company (“LeTote IP”), the other Guarantors party thereto (collectively with NYC IP, FF IP, LT IP, and LeTote IP, the “Guarantors” or individually, a “Guarantor”) and WHITE OAK COMMERCIAL FINANCE, LLC, a Delaware limited liability company (the “Lender”)(as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”).

Lender has agreed to make the Advances for the benefit of Grantors. Lender is willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Each Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyrights” means any and all rights in any published and unpublished works of authorship, including (a) copyrights and moral rights, (b) all renewals, extensions, restorations and reversions thereof, (c) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule III hereto, (d) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in

connection therewith and damages and payments for past, present, or future infringements thereof, (e) the right to sue for past, present, and future infringements thereof, and (f) all of each Grantor's rights corresponding thereto throughout the world.

“Domain Names” means Internet domain names, including top level domain names and global top level domain names, URLs, social media identifiers, handles and tags, including the domain name registrations and social media identifiers, handles and tags listed on Schedule IV hereto.

“Intellectual Property” means any and all Patents, Copyrights, Trademarks, Domain Names trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Licenses” means, with respect to any Person (the “Specified Party”), (a) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (i) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to any Grantor pursuant to end-user licenses) and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of any Lenders' rights under the Loan Agreement or the other Loan Documents.

“Patents” means patents and patent applications, including (a) the patents and patent applications listed on Schedule I hereto, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of each Grantor's rights corresponding thereto throughout the world.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on

Schedule II hereto, (b) all extensions, modifications and renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (f) all of each Grantor's rights corresponding thereto throughout the world.

2. Grant of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time; each Grantor hereby pledges, collaterally assigns and grants to Lender for the benefit of Lender (and its agents and designees), a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents including those referred to on Schedule I hereto;
- (b) all of its Trademarks including those referred to on Schedule II hereto;
- (c) all of its Copyrights including those referred to on Schedule III hereto;
- (d) all of its Domain Names including those referred to on Schedule IV hereto;
- (e) all of its Licenses to which it is a party;
- (f) all reissues, continuations or extensions of the foregoing;
- (g) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, each Copyright, each Domain Name and each License; and
- (h) all products and proceeds of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any License, (iii) infringement or dilution of any Trademark or Trademark licensed under any License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any License, (v) infringement or dilution of any Copyright or Copyright licensed under any License, (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any License, (vii) infringement or dilution of any Domain Name or Domain Name licensed under any License, and (viii) injury to the goodwill associated with any Domain Name or any Domain Name licensed under any License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Intellectual Property Collateral" shall not include: (x) with respect to all Grantors, (i) any rights or interest in any License covering real or personal property of the Grantor if under the terms of such License or applicable law with respect thereto, the grant of a security

interest or lien therein is prohibited as a matter of law (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect any of the Lender's continuing security interests in and liens upon any rights or interests of the Grantor in or to (1) monies due or to become due under or in connection with any described License, or (2) any proceeds from the sale, license, lease, or other dispositions of any such License agreement); or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. Representations and Warranties. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-IV, respectively, hereto. All registered Copyrights, registered Trademarks, Domain Names and issued Patents that are owned by such Grantor and necessary for the conduct of its business as currently conducted are valid, subsisting and enforceable and are in compliance with all laws, rules, regulations, and orders of any Governmental Body applicable thereto, except as could not reasonably be expected to have a Material Adverse Effect. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender for the benefit of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from such Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of each Grantor all action necessary to protect and perfect Lender's lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Each Grantor covenants and agrees with Lender as follows:

(a) Such Grantor shall notify Lender immediately if it knows that any application or registration relating to any Patent, Trademark, Domain Name or Copyright (now or hereafter existing) material to the operation of such Grantor's business has become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) With respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the applicable Grantor shall execute and record in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, of appropriate instruments granting a security interest, as may be necessary or that the Lender may reasonably request in order to perfect and preserve the security interest purported to be created hereby.

(c) Each Grantor shall promptly file an application with the United States Copyright Office for any Copyright that has not been registered with the United States Copyright Office if the registration of such Copyright is necessary in connection with the conduct of such Grantor's business and Grantor deems, in its sole discretion, that the pursuit of registration is necessary; provided that if Grantor deems, in its sole discretion, that the registration is not necessary, the failure to register such Copyright would not have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Grantors.

(d) Each Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings as long as Grantor deems, in its sole discretion, that the pursuit of filings are necessary and/or unless any such application, Patent or Trademark is no longer necessary in the conduct of such Grantor's business; provided that if Grantor deems, in its sole discretion, that such filings and/or any such application, Patent or Trademark are not necessary, the failure to take any of the foregoing actions would not have a Material Adverse Effect.

(e) Each Grantor shall have the duty, with respect to Intellectual Property that is necessary in the conduct of such Grantor's business and as deemed appropriate by such Grantor in its sole discretion in accordance with the exercise of its reasonable business judgment, to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Intellectual Property Security Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Intellectual Property Security Agreement, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Domain Names, Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. As deemed appropriate by each Grantor in accordance with the exercise of its reasonable

business judgment, such Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is necessary in the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in this Section 4(e) with respect to all new or acquired Intellectual Property to which it or any of its Affiliates of is now or later becomes entitled that is necessary in the conduct of such Grantor's business.

(f) Grantors acknowledge and agree that the Lender shall have no duties with respect to any Intellectual Property or Licenses of any Grantor. Without limiting the generality of this Section 4(f), Grantors acknowledge and agree that Lender shall not be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Licenses against any other Person, but Lender may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of the Borrowers and shall be chargeable to the Borrowers' Account.

(g) Upon the occurrence and during the continuance of any breach or default under any material License by any party thereto other than a Grantor, (A) the relevant Grantor will, promptly after obtaining knowledge thereof, give the Lender written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto, and (B) no Grantor will, without the prior written consent of the Lender, which consent will not be unreasonably withheld, conditioned or delayed, declare or waive any such breach or default or affirmatively consent to the cure thereof or exercise any of its remedies in respect thereof, and (C) each Grantor will, upon written instruction from the Lender and at such Grantor's expense, take such action as the Lender may deem necessary or advisable in respect thereof.

(h) Each Grantor will, at its expense, promptly deliver to the Lender a copy of each written notice or other written communication received by it by which any other party to any material License (A) declares a breach or default by a Grantor of any material term thereunder, or (B) terminates such License.

(i) Each Grantor will exercise promptly and diligently each and every right which it may have under each material License (other than any right of termination) and will duly perform and observe in all material respects all of its obligations under each material License and will take all action necessary to maintain the material Licenses in full force and effect. No Grantor will, without the prior written consent of the Lender, which consent will not be unreasonably withheld, conditioned or delayed, cancel, terminate, amend or otherwise modify in any respect any provision of, any License that is material to the conduct of such Grantor's business.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set

forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon termination of the Loan Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LORD & TAYLOR IP LLC

By: Lord & Taylor Acquisitions LLC, a Delaware limited liability company, its Manager

By: 
Name: Joseph Saadia
Title: Managing Member

LETOTE IP LLC

By: Lord & Taylor Acquisition LLC, a Delaware limited liability company, its Manager

By: 
Name: Joseph Saadia
Title: Managing Member

ACCEPTED and ACKNOWLEDGED as of the date first written above by:

WHITE OAK COMMERCIAL FINANCE, LLC

DocuSigned by:
Charles Sharf
By: _____
Name: Charles Sharf
Title: Executive Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENTS OWNED BY LORD & TAYLOR IP LLC

None.

U.S. PATENTS OWNED BY LETOTE IP LLC

None.


SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

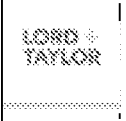
TRADEMARKS OWNED BY LORD & TAYLOR IP LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
A and Design	Canada	1849133 7/25/2017	--	Pending
ASKYA	Canada	1849108 7/24/2017	--	Pending
KATE HILL	Canada	1394887 5/8/2008	TMA838247 12/11/2012	Registered
LORD & TAYLOR	Canada	1314477 8/25/2006	TMA714633 5/16/2008	Registered
LORD & TAYLOR	Canada	764818 9/16/1994	TMA669169 8/2/2006	Registered
LORD & TAYLOR 424 FIFTH	Canada	1632987 6/27/2013	TMA941745 6/27/2016	Registered
LORD & TAYLOR CASHMERE	Canada	1806947 10/28/2016	TMA986967 12/15/2017	Registered
LORD & TAYLOR CASHMERE	Canada	1576153 4/27/2012	TMA954772 11/9/2016	Registered
LORD & TAYLOR WOMAN	Canada	1632985 6/27/2013	TMA943674 7/19/2016	Registered
ANGEL FISH	China	4233537 8/23/2004	4233537 4/21/2008	Registered
CONTEXT	China	4306043 10/14/2004	4306043 8/7/2008	Registered
GRANT THOMAS	China	4233733 8/23/2004	4233733 4/21/2008	Registered
GRANT THOMAS	China	4233732 88/23/2004	4233732 4/21/2008	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
KATE HILL	China	4233689 88/23/2004	4233689 4/21/2008	Registered
LORD & TAYLOR	China	4233688 8/23/2004	4233688 4/21/2008	Registered
LORD & TAYLOR	China	4233687 88/23/2004	4233687 4/21/2008	Registered
LORD & TAYLOR	China	4233684 8/23/2004	4233684 4/21/2008	Registered
MOON BEAMS	China	4233534 8/23/2004	4233534 4/21/2008	Registered
SPOTTED FROG	China	4233535 88/23/2004	4233537 4/21/2008	Registered
SPOTTED FROG	China	4233536 8/23/2004	4306043 4/21/2008	Registered
424 FIFTH 424	China	16338518 2/9/2015	16338518 4/7/2016	Registered
GLOBALID.	China	4306041 10/12/2004	4306041 5/28/2008	Registered
GRANT THOMAS	China	4233734 8/23/2004	4233734 9/28/2007	Registered
GRANT THOMAS	China	4233735 8/23/2004	4233735 9/28/2007	Registered
GRANT THOMAS	China	4233737 8/23/2004	4233737 9/28/2007	Registered
GRANT THOMAS	China	4233731 8/23/2004	4233731 9/28/2007	Registered
LORD & TAYLOR	China	16338502 2/9/2015	16338502 6/28/2016	Registered
LORD & TAYLOR	China	16338507 2/9/2015	16338507 4/14/2016	Registered
LORD & TAYLOR	China	16338503 2/9/2015	16338503 4/7/2016	Registered
LORD & TAYLOR	China	16338501 2/9/2015	16338501 3/28/2016	Registered
LORD & TAYLOR	China	16338504	16338504	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
		2/9/2015	3/28/2016	
LORD & TAYLOR	China	16338500 2/9/2015	16338500 4/7/2016	Registered
LORD & TAYLOR	China	4233685 8/23/2004	4233685 2/28/2009	Registered
LORD & TAYLOR	China	4233686 8/23/2004	4233686 2/28/2009	Registered
LORD & TAYLOR	China	16339474 2/9/2015	16339474 5/14/2016	Registered
LORD & TAYLOR	China	16338498 2/9/2015	16338498 4/7/2016	Registered
LORD & TAYLOR	China	16338499 2/9/2015	16338499 4/7/2016	Registered
LORD & TAYLOR	China	16338496 2/9/2015	16338496 4/7/2016	Registered
LORD & TAYLOR	China	16339475 2/9/2015	16339475 4/7/2016	Registered
LORD & TAYLOR	China	16339476 2/9/2015	16339476 4/7/2016	Registered
LORD & TAYLOR	China	16338495 2/9/2015	16338495 3/28/2016	Registered
LORD & TAYLOR and design	China	16338505 2/9/2015	16338505 4/14/2016	Registered
LORD & TAYLOR in Stylized Letters	China	16338497 2/9/2015	16338497 6/28/2016	Registered
ASKYA	EU	17879283 3/23/2018	17879283 8/7/2018	Registered
LORD & TAYLOR	EU	15811185 9/8/2016	15811185 3/10/2017	Registered
A and Design 	US	87976987 7/24/2017	5445170 4/10/2018	Registered
A SMARTER WAY TO SHOP	US	88139212 10/2/2018	6088176 6/30/2020	Registered
AMERICA'S DRESS ADDRESS	US	74218341 11/7/1991	1720961 9/29/1992	Registered/ Renewed

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
ASKYA	US	87976980 7/24/2017	5513909 7/10/2018	Registered
BEAUTY NOW	US	78298297 9/10/2003	2929831 3/1/2005	Registered
BEAUTY NOW	US	76373174 2/20/2002	2696590 3/11/2003	Registered
BIRDCAGE	US	86627570 5/12/2015	4870733 12/15/2015	Registered
BIRDCAGE and Design	US	86627572 5/12/2015	4870734 12/15/2015	Registered
DESIGN LAB and Design 	US	86412432 10/1/2014	4998958 7/12/2016	Registered
FIND@LORD & TAYLOR	US	86729041 8/18/2015	5781899 6/18/2019	Registered
FIND@LORD & TAYLOR in stylized letters	US	86739914 8/28/2015	5800585 7/9/2019	Registered
KATE HILL	US	76074857 6/21/2000	2521282 12/18/2001	Registered
L+T	US	88139214 10/2/2018	6091695 6/30/2020	Registered
L+T A SMARTER WAY TO SHOP	US	88139215 10/2/2018	--	Pending Intend to Use
LABORATORY LT MAN	US	87666968 10/31/2017	5496615 6/19/2018	Registered
LABORATORY. LORD & TAYLOR MAN	US	87666974 10/31/2017	5496616 6/19/2018	Registered
LORD & TAYLOR	US	77374577 1/17/2008	3488206 8/19/2008	Registered
LORD & TAYLOR	US	74668803 5/1/1995	1960413 3/5/1996	Registered
LORD & TAYLOR	US	85974463	4874817	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
424 FIFTH		7/1/2013	12/22/2015	
LORD & TAYLOR and Design 	US	88312193 2/22/2019	5940014 12/17/2019	Registered
LORD & TAYLOR in stylized letters	US	77374557 1/17/2008	3488202 8/19/2008	Registered
LORD & TAYLOR THE DRESS ADDRESS	US	87271656 12/16/2016	5429384 3/20/2018	Registered
SHOP SMART, DO GOOD	US	85006217 4/5/2010	4150675 5/29/2012	Registered
THE DRESS ADDRESS	US	87271670 12/16/2016	5429385 3/20/2018	Registered

TRADEMARKS OWNED BY LETOTE IP LLC

Mark	Jurisdiction	App. Reg No.	App/Reg Date	Status
LETOTE	US	88/876192	April 17, 2020	Pending
LETOTE	Japan	6067039	August 3, 2018	Registered
LE TOTE	Japan	6067040	August 3, 2018	Registered
LE TOTES	Japan	6067041	August 3, 2018	Registered
LT	Japan	6067042	August 3, 2018	Registered

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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Title	Registration Number
A Celebration of gifts and fashion--American style : catalogue / Lord & Taylor	TX 001462142
American refinement : Lord & Taylor	TX 001174270
American spirit--fashions and gifts to color your holidays	TX 001024553
American summer : Lord & Taylor catalogue	TX 001378972
At home American style	TX 000778062
Beautiful buy book: midwinter sales/savings starting December 26th	TX 854-409
Beautiful ideas (Lord & Taylor)	TX 002404636
Beauty buy book : Lord & Taylor catalogue	TX 001806717
Dad, as American style as Lord & Taylor	TX 001823256
Holiday treasures : a Christmas sampler from the American gift store	TX 002464364
Home sale	TX 000936400
Lord & Taylor	CSN0034031 1981
Lord & Taylor	CSN0034031 1982
Lord & Taylor	CSN0034031 1983
Lord & Taylor	CSN0034031 1984
Lord & Taylor	CSN0034031 1985
Lord & Taylor	CSN0034031 1986
Lord & Taylor	CSN0034031 1987
Lord & Taylor	CSN0034031 1988
Lord & Taylor	CSN0034031 1989
Lord & Taylor	CSN0037918 1982
Lord & Taylor	CSN0037918 1983

Title	Registration Number
Lord & Taylor : please come in for these and other wonderful savings	CSN0037918 1981
Lord & Taylor 235 "Santa's choice" gifts	TX 002206278
Lord & Taylor beautiful buy book	TX 1-256-283
Lord & Taylor beautiful buy book	TX 1-823-798
Lord & Taylor beautiful buy book	TX 2-267-923
Lord & Taylor beauty buy book	TX 1-916-856
Lord & Taylor beauty buy book	TX 2-273-551
Lord & Taylor beauty buy book	TX 2-324-329
Lord & Taylor beauty buy book	TX 272-526
Lord & Taylor dad's style is pure American	TX 002317742
Lord & Taylor gift wrap-up	TX 001940940
Lord & Taylor gifts and fashion American style : enhancements for the holidays and beyond : catalogue	TX 001226103
Lord & Taylor holiday home sale : entertaining ideas, special gifts, and marvelous savings for your home : catalogue	TX 001462156
Lord & Taylor home sale	CSN0037919 1981
Lord & Taylor home sale	CSN0037919 1982
Lord & Taylor home sale	CSN0037919 1983
Lord & Taylor home sale	CSN0037919 1984
Lord & Taylor home sale	CSN0037919 1985
Lord & Taylor home sale	CSN0037919 1986
Lord & Taylor just in time savings	TX 002204107
Lord & Taylor midwinter beauty buys	TX 001967156
Lord & Taylor personal luxuries	TX 000762507
Lord & Taylor shapes American fashion	TX 002122556
Lord & Taylor signature savings	TX 001782259
Lord & Taylor signature savings	TX 001911132
Lord & Taylor signature savings	TX 002158638
Lord & Taylor summer home furnishings catalogue : 1982	TX 000943439
Lord & Taylor summer home sale	TX 002086538

Title	Registration Number
Lord & Taylor summer living sale	TX 002026929
Lord & Taylor the American santa	TX 001913734
Lord & Taylor the gift of fragrance	TX 002267526
Lord & Taylor wonderful savings for fall	TX 002140610
Lord & Taylor, a taste of diversity	TX 004350333
Lord & Taylor, our beauty buy book : special fragrance ed	TX 001226859
Lord & Taylor, welcome to our fall home sale	TX 001216766
Lord & Taylor: delight a favorite man	TX 2-084-944
Lord & Taylor: the American look	TX 1-868-960
Lord & Taylor: welcome to our fall home sale	TX 2-140-346
Lord & Taylor: your guide to fall savings for you, your family, your home	TX 2-447-853
Lord & Taylor--the American Santa dreambook	TX 002206691
Lord and Taylor signature savings 1982 catalogue	TX 000877491
Man's shop sale	TX 002460786
Merry Christmas is coming!	TX 000991413
New color, new excitement : just the change you want right now / Lord & Taylor	TX 000886083
Our great holiday gift finds	TX 002463491
Savings in the tradition of the Man's Shop at Lord & Taylor	TX 002207721
Sensational gifts and exciting bonus offers--for yourself, for holiday giving--Lord & Taylor : Our beauty buy book	TX 001023822
Signature savings	TX 001259035
Signature savings : a Lord & Taylor catalogue	TX 001445835
Signature savings, our very special sale	TX 001003393
Signature savings, our very special sale	TX 002404637
Signature savings--our very special sale	TX 001087096
Summer in style	TX 000887921
Summer living, a Lord and Taylor catalogue	TX 001397943
The American Christmas : a Lord & Taylor catalogue	TX 001445834
The American look for spring : catalogue	TX 001072264

Title	Registration Number
The American mother, just for her, with love from Lord & Taylor	TX 002326148
The American spring as we see it	TX 002006713
The Best of American spring	TX 002276312
The Gift of perfect time, wonderful watches for him & for her	TX 002460775
The Scents of beauty	TX 002460749
Very special savings on the most beautiful coats	TX 002463490
Welcome to our fall home sale--Lord & Taylor	TX 001889535
Wonderful fall savings : a Lord & Taylor catalogue	TX 001878082
You, the night and Lord & Taylor	TX 002463730

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None.

SCHEDULE IV
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DOMAIN NAMES

DOMAIN NAMES OWNED BY LORD & TAYLOR IP LLC

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