

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penney IP LLC		12/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	125 High Street		
Internal Address:	Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 111			
Property Type	Number	Word Mark	
Registration Number:	6108038	DIAMONART	
Registration Number:	6107962	WORTHINGTON	
Registration Number:	6160203	STAFFORD SUPER SUIT	
Registration Number:	6033862	A.N.A A NEW APPROACH	
Registration Number:	6159988	A.N.A A NEW APPROACH	
Registration Number:	6033843	BIJOUX BAR	
Registration Number:	6033837	NORTH POLE TRADING CO.	
Registration Number:	6071172	A.N.A A NEW APPROACH	
Registration Number:	6072929	COOKS JCPENNEY HOME	
Registration Number:	5954810	FLIRTITUDE	
Registration Number:	6110849	OKIE DOKIE	
Registration Number:	6022322	EAST5TH	
Registration Number:	6022287	SHEER CARESS	
Registration Number:	6038683	CHRISTIE & JILL	
Registration Number:	6049422	FOREVER INSPIRED	
Registration Number:	5920760	ADONNA	
Registration Number:	5542344	ARIZONA JEAN CO.	
Registration Number:	5747396	ARTESIA	

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Property Type	Number	Word Mark
Registration Number:	5777311	PEYTON & PARKER
Registration Number:	5682255	PEYTON & PARKER
Registration Number:	5693471	THE WINDOW AUTHORITY
Registration Number:	5589658	EAST 5TH
Registration Number:	5589657	CITY STREETS
Registration Number:	5555815	DECREE
Registration Number:	5570600	J. FERRAR
Registration Number:	5580589	BOLD ELEMENTS
Registration Number:	5555814	PROTOCOL
Registration Number:	5645226	PS PERSONAL STYLE
Registration Number:	5629431	STYLE AND VALUE FOR ALL
Registration Number:	5664278	ST. JOHN'S BAY
Registration Number:	5395423	LIZSPORT
Registration Number:	5395422	LIZWEAR
Registration Number:	5291144	JCPENNEY HOME SERVICES
Registration Number:	5291143	JCPENNEY HOME SERVICES
Registration Number:	5323049	
Registration Number:	5224405	BOUTIQUE+
Registration Number:	5201493	PENNEY LANE
Registration Number:	4990473	GET YOUR PENNEY'S WORTH
Registration Number:	4950072	JCPENNEY
Registration Number:	4950068	JCPENNEY
Registration Number:	4913488	JCP
Registration Number:	4874452	MODERN BRIDE
Registration Number:	5013920	BELLE SKY
Registration Number:	5013919	BELLE + SKY
Registration Number:	4845282	AMBRIELLE
Registration Number:	4845279	A.N.A A NEW APPROACH
Registration Number:	4808596	FLIRTITUDE
Registration Number:	4804215	TOTAL GIRL
Registration Number:	4803616	JCPENNEY HOME EST. 1902
Registration Number:	4807704	JCPENNEY HOME
Registration Number:	4803586	XERSION
Registration Number:	4803584	H HOME EXPRESSIONS
Registration Number:	4803581	HOME EXPRESSIONS
Registration Number:	4803576	MIXIT
Registration Number:	4803543	THE ORIGINAL ARIZONA JEAN CO.
Registration Number:	4833716	STYLUS

Property Type	Number	Word Mark
Registration Number:	4832934	SLEEP CHIC
Registration Number:	4063464	LIZ CLAIBORNE
Registration Number:	4039611	MODERN BRIDE
Registration Number:	4053863	I SAID YES!
Registration Number:	4053862	I SAID YES
Registration Number:	3999161	LIZ CLAIBORNE NEW YORK
Registration Number:	4080583	LC
Registration Number:	4080582	
Registration Number:	4080581	
Registration Number:	4013113	M
Registration Number:	2131395	LIZ CLAIBORNE
Registration Number:	2195381	OKIE-DOKIE
Registration Number:	2197706	LISETTE
Registration Number:	2202253	LIZ CLAIBORNE
Registration Number:	2191453	CLAIBORNE SPORT
Registration Number:	1653728	CLAIBORNE
Registration Number:	1611814	
Registration Number:	1554507	CLAIBORNE
Registration Number:	1503930	STJOHN'SBAY
Registration Number:	1510969	STAFFORD
Registration Number:	1486179	WORTHINGTON
Registration Number:	1455438	ST. JOHN'S BAY
Registration Number:	1449840	UNDERScore
Registration Number:	1502274	STAFFORD
Registration Number:	1450271	
Registration Number:	1480350	CLAIBORNE
Registration Number:	1442825	LIZ CLAIBORNE
Registration Number:	1422446	LIZ CLAIBORNE
Registration Number:	1209655	MONET
Registration Number:	1167434	LIZ CLAIBORNE
Registration Number:	0824962	BIG MAC
Registration Number:	0719979	MONET
Registration Number:	0231906	TOWNCRAFT
Registration Number:	6471989	
Registration Number:	6398011	EVERAIR
Registration Number:	6213359	QUICK-DRI
Registration Number:	6435673	DECREE
Registration Number:	6457209	MYNAH

Property Type	Number	Word Mark
Registration Number:	6428760	STYLUS
Registration Number:	6502805	PAW & TAIL
Registration Number:	6502828	PAW & TAIL
Registration Number:	6428889	LINDEN STREET
Registration Number:	6214243	MIXIT
Registration Number:	6309942	PENNEY'S
Registration Number:	6186437	WORTHINGTON
Registration Number:	6365484	WORTHINGTON
Registration Number:	6183853	OUTDOOR OASIS
Registration Number:	6480106	SONNET SHORES
Registration Number:	6503433	LOOM + FORGE
Registration Number:	6564251	HOME EXPRESSIONS
Registration Number:	6548980	RYEGRASS
Serial Number:	97011358	HOME EXPRESSIONS H
Serial Number:	90718811	LINDEN STREET
Serial Number:	90609037	STAFFORD
Serial Number:	90820233	XERSION

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: erin.roberson@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	12/16/2021

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of December 16, 2021, is made by Penney IP LLC, a Delaware limited liability company (the “Grantor”) in favor of Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, including any successor thereto in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain Credit Agreement, dated as of December 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by, among others, Holdings, the Lead Borrower, the OpCo Borrower and each other Restricted Subsidiary of Holdings party thereto as a Borrower (together with the Lead Borrower and the OpCo Borrower, each individually, a “Borrower”, and collectively, and jointly and severally, the “Borrowers”), each other Restricted Subsidiary of Holdings party thereto as a Subsidiary Guarantor, each Lender from time to time party thereto, the Administrative Agent for the Secured Parties and the other agents and parties thereto; and (ii) that certain Guarantee and Collateral Agreement, dated as of December 7, 2020, by and among the Loan Parties, each other Restricted Subsidiary of Holdings party thereto as a “Grantor,” and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”). The Lenders and the other Secured Parties have agreed to make Loans and other extensions of credit available to the Borrowers, subject to the terms and conditions set forth in the Credit Agreement.

Whereas, subject to Section 2.20(e) of the Credit Agreement with respect to Eligible Intellectual Property of any Special Purpose Intellectual Property Subsidiary, the Borrowers’ ability to include Eligible Intellectual Property in the FILO Borrowing Base is conditioned on the Administrative Agent obtaining a perfected first-priority Lien on such Intellectual Property.

Whereas, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Terms. Terms defined in the Credit Agreement and Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Collateral Agreement.

Section 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registered

Trademarks and Trademark registration applications set forth on Schedule A attached hereto (other than Excluded Assets).

Section 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

Section 6. Collateral Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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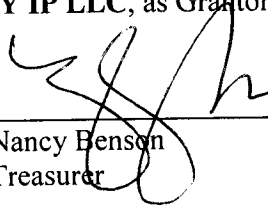
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

PENNEY IP LLC, as Grantor

By: _____

Name: Nancy Benson

Title: Treasurer

A handwritten signature in black ink, appearing to be 'Nancy Benson', written over a horizontal line. The signature is stylized and cursive.

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007532 FRAME: 0114

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 

Name: Danielle Baldinelli

Title: Managing Director

[Signature Page to Trademark Security Agreement]