

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751238

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Interests by Court Order
RESUBMIT DOCUMENT ID:	900703069

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Bankruptcy Court For the Eastern District of Virginia Richmond Division		07/16/2020	Bankruptcy Court Order re Sale of IP Assets, Free and Clear of Liens and Encumbrances (w Redactions and Omitted Pages):

RECEIVING PARTY DATA

Name:	PIER 1 IMPORTS ONLINE, INC.
Street Address:	1680 MICHIGAN AVE.
Internal Address:	SUITE 700
City:	MIAMI BEACH
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	88593308	PIER 1
Serial Number:	87729047	THIS IS ME
Serial Number:	87416707	TRADE PERKS
Serial Number:	86530608	SQUAREASAN
Serial Number:	86286630	GINGER PEACH
Serial Number:	86842358	SEA AIR
Serial Number:	86842299	ENCHANTED PARADISE
Serial Number:	86842210	COCONUT ISLES
Serial Number:	86841482	PARK AVENUE PUPPIES
Serial Number:	86734803	PIER 1 IMPORTS
Serial Number:	86440278	PUPASAN
Serial Number:	86126473	CITRUS CILANTRO
Serial Number:	85310794	FIND WHAT SPEAKS TO YOU
Serial Number:	85658955	CLOUD STEP
Serial Number:	85314560	SWINGASAN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78444633	SPECIAL FINDS
Serial Number:	77354497	PIER 1 IMPORTS
Serial Number:	77351676	OCEANS
Serial Number:	77351669	ISLAND ORCHARD
Serial Number:	77351657	ISLAND ORCHARD
Serial Number:	77351311	ASIAN SPICE
Serial Number:	75429262	PIER 1 IMPORTS
Serial Number:	75429258	PIER 1 IMPORTS
Serial Number:	75421938	PIER 1 IMPORTS
Serial Number:	73813988	PIER 1 IMPORTS
Serial Number:	73157477	PIER 1
Serial Number:	72407022	PIER 1 IMPORTS

CORRESPONDENCE DATA

Fax Number: 3177133699
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.
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Email: LRothrock@taftlaw.com
Correspondent Name: Lindsey N. Rothrock
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Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	102272-00007
NAME OF SUBMITTER:	Lindsey N. Rothrock
SIGNATURE:	/ Lindsey N. Rothrock /
DATE SIGNED:	08/25/2022

Total Attachments: 135
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Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

_____)
In re:) Chapter 11
)
PIER 1 IMPORTS, INC., *et al.*,¹) Case No. 20-30805 (KRH)
)
Debtors.) (Jointly Administered)
_____)

**ORDER, PURSUANT TO SECTIONS 105, 363, AND 365 OF
THE BANKRUPTCY CODE (I) AUTHORIZING
THE SALE OF INTELLECTUAL PROPERTY ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES,
AND OTHER INTERESTS, AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages is hereby **ORDERED**.

In connection with the Bidding Procedures Order,² the *Notice of Auction and Designation*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 76]. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

² The "Bidding Procedures Order" means the *Order Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice thereof, (IV) Approving*

A True Copy Teste:

William C. Redden, Clerk

By: 

Deputy Clerk

TRADEMARK

REEL: 007791 FRAME: 0176

of Stalking Horse Bidder for Sale of Intellectual Property [Docket No. 828] (the “Notice of Auction”),³ and upon the hearing held on July 15, 2020 (the “Sale Hearing”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) seek entry of an order, pursuant to 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the sale of the Acquired Assets (the “Sale”), on an “as is, where is” basis, free and clear of all liens, claims, encumbrances, and interests, to Pier 1 Imports Online, Inc. (the “Purchaser”) as set forth in the Asset Purchase Agreement, dated July 1, 2020 (as may be amended from time to time), annexed hereto as **Exhibit 1** (the “Purchase Agreement”)⁴ between the Debtors party to the Purchase Agreement (the “Sellers”), the Purchaser, and Retail Ecommerce Ventures LLC, as guarantor under the Purchase Agreement and (ii) granting related relief; and this Court having determined that the relief set forth in this Order is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and due and adequate notice of the Sale having been given under the circumstances; and upon the entire record in these chapter 11 cases; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

the Form of Asset Purchase Agreement, (V) Authorizing Assumption of the Plan Support Agreement and (VI) Granting Related Relief [Docket No. 102].

³ Pursuant to the Bidding Procedures Order and the Notice of Auction, the Debtors and their advisors conducted an auction for the Acquired Assets on July 8, 2020 (the “Auction”).

⁴ Capitalized terms used but otherwise not defined herein have the meanings ascribed to them in the Bidding Procedures Order, Purchase Agreement, or the *Amended Joint Chapter 11 Plan of Reorganization of Pier 1 Imports, Inc. and Its Debtor Affiliates* [Docket No. 803] (the “Plan”).

Found and Determined That:

A. Findings of Fact and Conclusions. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. Jurisdiction and Venue. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1334 and 157 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core matter pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Statutory and Legal Predicates. The statutory predicates for the relief are Bankruptcy Code sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004, and 9014.

D. Notice. Due and adequate notice of the proposed Sale, the Sale Hearing, and the subject matter thereof has been provided to all parties in interest herein, and no other or further notice is necessary. A reasonable opportunity to object or be heard with respect to the Sale has been afforded to all interested persons and entities.

E. Interests Property of the Estate. The Acquired Assets sought to be transferred by Sellers to the Purchaser pursuant to the Purchase Agreement are property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Each Seller is the sole and rightful owner of such Acquired Assets with all right, title, and interest to transfer and convey the Acquired Assets to the Purchaser, and no other person has any ownership right, title, or interests therein.

F. Sufficiency of Marketing. (i) The Debtors and their advisors engaged in a robust and extensive marketing and sale process for Acquired Assets through their prepetition marketing efforts and the postpetition sale process, as set forth in the First Day Declaration,⁵ the Savini Declaration⁶ (with respect to the marketing process), the Frejka Declaration⁷ (with respect to the ability to sell the intellectual property assets), and by conducting the sale process in accordance with the Bidding Procedures Order and the Bidding Procedures;⁸ (ii) the Debtors and their advisors conducted a fair and open sale process; (iii) the sale process, the Bidding Procedures, and the Auction and the actions of the Debtors and the Purchaser in connection therewith were non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase Acquired Assets; and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures afforded a full and fair opportunity for any entity to make a higher or otherwise better offer to purchase Acquired Assets; and (v) the process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures obtained the highest or otherwise best value for Acquired Assets for the Debtors' estates, and any other transaction would not have yielded as favorable an economic result. No

⁵ The Debtors filed the *Declaration of Robert J. Riesbeck, Chief Executive Officer and Chief Financial Officer of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 30] (the "First Day Declaration") on February 17, 2020.

⁶ The Debtors filed the *Declaration of Durc Savini in Support of the Debtors' Motion for Entry of an Order (I) Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Form of Asset Purchase Agreement, (V) Authorizing the Assumption of the Plan Support Agreement, and (VI) Granting Related Relief* [Docket No. 35] (the "Savini Declaration") on February 17, 2020.

⁷ The Debtors filed the *Declaration of Elise S. Frejka, CIPP/US, in Support of the Debtors' Motion for Entry of an Order (I) Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Form of Asset Purchase Agreement, (V) Authorizing the Assumption of the Plan Support Agreement, and (VI) Granting Related Relief* [Docket No. 36] (the "Frejka Declaration") on February 17, 2020.

⁸ The "Bidding Procedures" were attached as Exhibit 1 to the Bidding Procedures Order.

other person or entity or group of persons or entities has offered to purchase Acquired Assets for an amount that would give equal or greater economic value to the Debtors than the value being provided by the Purchaser pursuant to the Purchase Agreement. Among other things, the sale of the Acquired Assets pursuant to the Purchase Agreement (the “Sale”) is the best alternative available to the Debtors to maximize the return to their creditors. The terms and conditions of the Purchase Agreement, including the Bidding Protections (including the break-up fee and expense reimbursement), are fair and reasonable. Approval of the Motion, the Purchase Agreement, and the transactions contemplated thereby, including the Sale, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

G. Compliance with Bidding Procedures. The Bidding Procedures were substantively and procedurally fair to all parties. The Debtors, the Purchaser, and their respective counsel and other advisors have complied with the Bidding Procedures and the Bidding Procedures Order in all respects. The Auction was conducted pursuant to the Bidding Procedures and the Bidding Procedures Order. The Purchaser was the Successful Bidder for the Acquired Assets and SP BBW GP LLC (the “Backup Bidder”) was the Backup Bidder in accordance with the Bidding Procedures.

H. Financial Wherewithal of Purchaser. The Purchaser has demonstrated its financial wherewithal to satisfy its obligations under the Purchase Agreement and otherwise provided adequate assurance of future performance of the Purchase Agreement.

I. Corporate Authority. Each Seller: (i) has full requisite corporate or other organizational power and authority to execute, deliver, and perform the Purchase Agreement and all other documents contemplated thereby, and the Transactions (defined below) have been duly and validly authorized by all necessary corporate action of each of the Debtors; and (ii) has taken all requisite corporate or other organizational actions and formalities necessary to authorize and approve the execution, delivery, and performance of the Purchase Agreement and to consummate

the transactions contemplated by the Purchase Agreement (including the Sale) (collectively, the “Transactions”), including as required by their respective organizational documents, and, upon execution thereof, the Purchase Agreement and the related documents have been or will be duly and validly executed and delivered by such Seller and enforceable against such Seller in accordance with its terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, will constitute a valid and binding obligation of each such Seller. No government, regulatory, or other consents or approvals are required for the execution, delivery, and performance by the Sellers of the Purchase Agreement and the consummation of the Transactions (including the Sale) contemplated thereby.

J. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have adequately marketed the Acquired Assets and conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order, and the bidding process was duly noticed and conducted in a non-collusive, fair, and good faith manner. In accordance with the Bidding Procedures Order, the Debtors designated the Purchaser as the Stalking Horse Bidder for the Acquired Assets and executed the Purchase Agreement, including the Bidding Protections. The Debtors and their professionals conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order and have afforded potential purchasers a full and fair opportunity to participate in the bidding process for the Acquired Assets and make higher or better offers. In accordance with the Bidding Procedures Order, the Purchase Agreement was deemed a Qualified Bid and the Purchaser was a Qualified Bidder eligible to participate at the Auction. Additionally, the Backup Bidder submitted a bid that was substantially in line with the

Purchase Agreement and was deemed a Qualified Bid. The Purchaser and Backup Bidder acted in compliance with the Bidding Procedures and the Bidding Procedures Order and conducted themselves in a non-collusive, fair, and good faith manner. In accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors determined that the bid submitted by the Purchaser and memorialized by the Purchase Agreement is the Successful Bid and the bid submitted by the Backup Bidder is the Backup Bid.

K. Arm's-Length and Purchaser's Good Faith. The Purchase Agreement and each of the Transactions contemplated therein were negotiated and proposed and are being undertaken by the Debtors, their management, independent boards of directors or equivalent governing bodies, officers, directors, employees, agents, members, managers, and representatives, and the Purchaser and its management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers, and representatives, from arm's-length bargaining positions without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser has proceeded in good faith, including by: (i) recognizing that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) complying with the applicable Bidding Procedures and the Bidding Procedures Order in all respects, including the provisions prohibiting collusion with other prospective bidders; (iii) willingly subjecting its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order; (iv) negotiating and entering into the Purchase Agreement and all documents related thereto (the "Related Documents") without collusion, without fraud, and from arm's-length bargaining positions; and (v) guaranteeing the absence of common identity of directors, incorporators, or any controlling shareholders between the Purchaser and any of the Debtors. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the

Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed, and neither the Purchaser, nor the Debtors have violated section 363(n) of the Bankruptcy Code by any action or inaction. As a result of the foregoing, in the absence of a stay pending appeal, the Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing and consummating the Sale at any time after the entry of this Sale Order, and, accordingly, such closing and consummation in the face of an appeal will not deprive the Purchaser of their status as good faith purchasers. Without limiting the generality of the foregoing, the reversal or modification on appeal of the authorization provided herein to consummate the Sale or any portion thereof, shall not affect the validity of the Sale. The Purchaser and the Debtors are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

L. Highest or Best Offer. The total consideration provided by the Purchaser for the Acquired Assets as reflected in the Purchase Agreement is the highest and best offer received by the Debtors for the Acquired Assets. Following the Auction, the Debtors determined that the Purchase Agreement constituted the highest and best offer for the Acquired Assets in accordance with the process set forth in the Bidding Procedures and selected the Purchase Agreement as the Successful Bid. The Debtors' determination that the Purchase Agreement constitutes the highest and best offer and the Debtors' selection of the Purchase Agreement as the Successful Bid each constitute a valid and sound exercise of the Debtors' business judgment, and the Debtors' decision to enter into the Purchase Agreement and the Transactions constitutes a proper exercise of the fiduciary duties of the Debtors and their officers and managers. The offer of the Purchaser, upon the terms and conditions set forth in the Purchase Agreement, including the total consideration to

be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures and (ii) is in the best interests of the Debtors, their creditors, their estates, and other parties in interest. The Purchase Agreement and Transactions will present the best opportunity to realize the value of the Acquired Assets on a going concern basis and avoid decline and devaluation of the Acquired Assets. Unless the Sale and all of the other Transactions contemplated by the Purchase Agreement are concluded expeditiously, as provided for in the Motion and pursuant to the Purchase Agreement, recoveries to creditors may be diminished. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Acquired Assets for greater economic value to the Debtors or their estates than that provided by the Purchase Agreement. In the event the Purchaser is unable to complete the Sale, the Debtors shall enter into the Sale with the Backup Bidder, upon the terms of the Backup Bid.

M. No Fraudulent Purpose. The Purchase Agreement was not entered into, and none of the Sellers nor the Purchaser have entered into the Purchase Agreement, or propose to consummate the Sale, for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors. None of the Sellers nor the Purchaser have entered into the Purchase Agreement, or are proposing to consummate the Sale, fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or the laws of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.

N. No Successor or Other Liability. The Purchaser is not a mere continuation of the Debtors, or their estates, and there is no continuity of enterprise or common identity between the Purchaser and the Debtors. The Purchaser is not holding itself out to the public as a successor or

continuation of the Debtors, or their estates. The transfer of the Acquired Assets to the Purchaser, and the assumption of the Assumed Liabilities by the Purchaser under the Purchase Agreement, does not, and will not, subject the Purchaser to any liability whatsoever, with respect to the Debtors or the operation or winding down of their businesses prior to the Closing or by reason of such transfer including under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any foreign jurisdiction, based, in whole or in part, directly or indirectly, on any, or any theory of, successor liability, vicarious liability, antitrust liability, environmental liability, revenue, pension liability, ERISA liability, tax liability, labor (including any WARN Act) liability, employment or benefits liability, merger or de facto merger, business continuation, substantial continuity, alter ego liability, derivative liability, transferee liability, veil piercing, escheat, continuity of enterprise, mere continuation, product line liability, or products liability or law, or other applicable law, rule, or regulation (including filing requirements under any such law, rule, or regulation), or theory of liability, whether legal, equitable, or otherwise (collectively, the "Successor or Other Liabilities"). Pursuant to the Purchase Agreement, the Purchaser is not purchasing all of the Debtors' assets in that the Purchaser is not purchasing any of the Excluded Assets or assets other than the Acquired Assets, or assuming any liabilities except as set forth in the Purchase Agreement, and shall have no liability for any liabilities except as set forth in the Purchase Agreement. The Purchaser asserts that it will not consummate the Transactions contemplated by the Purchase Agreement unless such agreement specifically provides, and the Court specifically orders, that neither the Purchaser nor their affiliates, members or shareholders or the Acquired Assets be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any liability, other than as set forth in the Purchase Agreement.

O. Sale Free and Clear. Except as expressly provided for in the Purchase Agreement or any Related Document, or this Sale Order, if at all, the Purchaser is not acquiring or assuming any liability, warranty or other obligation of the Debtors, including without limitation the Excluded Liabilities and the Encumbrances (except with respect to the Assumed Liabilities and Permitted Encumbrances). The transfer of the Acquired Assets to the Purchaser will not subject the Purchaser to any liability whatsoever with respect to the operation of the Debtors' businesses prior to the Closing, including, without limitation, any liability arising from the Excluded Liabilities and the Encumbrances, including without limitation (except with respect to the Assumed Liabilities and Permitted Encumbrances) any of the following: (a) amounts due to employees, independent contractors, consultants, or advisors of the Sellers, including the Employee Obligations; (b) any obligations that arise from the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil rights Act of 1964, the Age Discrimination and Employment Act of 1967, as amended, the Federal Rehabilitation Act of 1973, or the National Labor Relations Act; (c) any Taxes of any Seller for any taxable period; (d) all Environmental Liabilities of the Sellers; (e) all accounts payable, trade debt, and loan obligations of the Sellers; (f) all Liabilities of the Sellers to any owner or former owner of capital stock or warrants, holder of indebtedness for borrowed money, or current or former officer or director of Sellers; (g) all Liabilities of the Sellers under any futures contracts, options on futures, swap agreements or forward sale agreements; (h) drafts or checks of the Sellers outstanding at the Closing; (i) all workers' compensation claims and occupational health claims related to the Acquired Assets, including and with respect to the Sellers' employees and former employees of the Sellers who worked or who were employed at the Acquired Assets, in each case arising out of acts prior to the Closing, even if the claims are instituted after the Closing; (j) all Liabilities with respect to the

Sellers' employees, or the Sellers' former employees, or both (or their representatives or beneficiaries, contractors, or consultants of the Sellers, and employees, contractors, or consultants of any ERISA Affiliate, for any action or inaction of the Sellers (or any predecessor of the Sellers)) occurring prior to or on the Closing, including with respect to vacation, payroll, sick leave, unemployment benefits, retirement benefits, pension benefits, employee stock option, equity compensation, employee stock purchase or profit sharing plans, health care and other welfare plans, policies, programs, agreements, arrangements, practices or benefits (including COBRA), WARN, or any other employee plans, policies, programs, practices, agreements, arrangements, or benefits or other compensation of any kind to any employee, including under any benefit of any subsidiary or ERISA Affiliate, to the extent arising or accruing prior to or on the Closing; (k) any and all Liabilities of the Sellers accruing, arising out of, or relating to any federal, state or local investigations of, or claims or actions against, the Sellers, to the extent arising out of (i) actions taken prior to the Closing, and (ii) notices of such claims delivered to the Sellers prior to the Closing; (l) any and all Liabilities for the Sellers' costs and expenses incurred or owed in connection with (i) the administration of the Bankruptcy Case, and (ii) the negotiation, execution, and consummation of the transactions contemplated hereby, in each case, except as otherwise set forth herein; and (m) all Liabilities of the Sellers arising from the Excluded Assets.

P. Sale as an Exercise of Business Judgment. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Sale, the Purchase Agreement, and any Related Documents. The Sellers' entry into and performance under the Purchase Agreement and any Related Documents and the consummation of the Transactions contemplated thereby, including the Sale, constitutes sound business judgment and such acts are in the best interests of each Debtor, its estate, and all parties in interest. The Court

finds that each Debtor has articulated good and sufficient reasons justifying the Transactions. Such reasons include, but are not limited to, that the Transactions: (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties; (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their estates, creditors, and other parties in interest; and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale include, but are not limited to, the following: (x) the consideration provided by the Purchaser under the Purchase Agreement constitutes the highest or otherwise best offer received for the Acquired Assets; (y) the Purchase Agreement and the Transactions contemplated thereby present the best opportunity to maximize the value of the Acquired Assets; and (z) the value of the Debtors' estates will be maximized through the sale of the Acquired Assets pursuant to the Purchase Agreement.

Q. Compelling Reasons for an Immediate Sale. The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Transactions, and the Debtors and the Purchaser intend to close the Transactions as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Transactions contemplated by the Purchase Agreement outside: (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code; and (b) a plan of reorganization or liquidation (as the case may be), in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to preserve and to maximize the value of the Debtors' estates. Accordingly, there is

cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Sale Order.

R. IP License Back. From and after entry of this Sale Order, the Debtors, the Consultants, and their respective agents may continue to use the Acquired Assets in accordance with Sections 6.10-6.16 of the Purchase Agreement.

S. No Sub Rosa Plan. The Purchase Agreement and the Sale do not constitute a sub rosa chapter 11 plan for which approval has been sought without the protection that a disclosure statement would afford. Neither the Purchase Agreement nor the Sale impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

T. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale as contemplated by the Purchase Agreement. Purchaser, being a good faith Purchaser under section 363(m) of the Bankruptcy Code, may close the Sale contemplated by the Purchase Agreement at any time after entry of this Sale Order.

It is Hereby Ordered That:

1. Objections Overruled. All objections to the Motion or relief provided herein that have not been withdrawn, waived, or settled are hereby overruled and denied on the merits.

2. Notice. Notice of the Motion, Bidding Procedures, Bidding Procedures Order, Sale (and the Transactions and Purchase Agreement contemplated in connection therewith), Sale Hearing, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, and the Bidding Procedures Order.

3. Approval. The Debtors are authorized to enter into the Purchase Agreement, the Sale, the other Transactions (including any amendments, supplements, and modifications thereto, and all of the terms and conditions therein), and any transaction contemplated under the Related Documents. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and directed to consummate the Sale, including, without limitation, the sale and transfer of the Acquired Assets to the Purchaser in accordance with, and subject to, the terms and conditions of the Purchase Agreement, and to transfer and assign all right, title and interest (including common law rights) to all property, licenses, and rights to be conveyed free and clear of all Excluded Liabilities (except for the Assumed Liabilities and Permitted Encumbrances), liens, claims, interests, and encumbrances to the extent set forth in, and in accordance with and subject to, the terms and conditions of the Purchase Agreement. The Debtors and the Purchaser are each hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale of the Acquired Assets to the Purchaser and the Closing of the Sale and the Transactions pursuant to the Purchase Agreement and this Sale Order and (b) perform, consummate, implement, and close fully the Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. The Debtors are hereby authorized and directed to perform each of their respective covenants and undertakings as provided in the Purchase Agreement prior to or after the

Closing of the Sale without further order of the Court. The failure to specifically include any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement (including, but not limited to, all ancillary agreements and Related Documents contemplated thereby) be authorized and approved in its entirety. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to the Purchaser in accordance with the Purchase Agreement and this Sale Order. The Acquired Assets sold pursuant to the Purchase Agreement to the Purchaser are being sold "AS IS-WHERE IS," without any representations or warranties from the Debtors as to the quality or fitness of such assets for either their intended or any other purposes.

4. Fair Purchase Price. The consideration provided by the Purchaser under the Purchase Agreement is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act (f/k/a Uniform Fraudulent Transfer Act), (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia.

5. Amendments to Purchase Agreement; No Plan Modifications. The Purchase Agreement and any Related Documents, documents, or other instruments may be modified, amended, supplemented, waived, or restated by the parties thereto in a writing signed by such parties and in accordance with the terms thereof, without further order of this Court; provided that any such modification, amendment, supplement, waiver or restatement does not have a material adverse effect on the Debtors' estates. The Purchase Agreement, any Related Document and the Debtors' obligations therein shall not be altered, amended, rejected, discharged, or otherwise

affected by any chapter 11 plan proposed or confirmed in the Chapter 11 Cases without the prior written consent of the Purchaser. The provisions of this Sale Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any plan of reorganization for the Debtors or converting the Debtors' cases, or any of them, from chapter 11 to a case under chapter 7 of the Bankruptcy Code.

6. Transfer Free and Clear. One or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Acquired Assets are transferred by the Debtors to the Purchaser free and clear of the Excluded Liabilities, Encumbrances, any lien (statutory or otherwise), hypothecation, encumbrance, security interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, or other interest in the subject property, including, without limitation, any right of recovery, tax (including foreign, federal, state, and local tax), order of any governmental authority, or other claim with respect thereto, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any claims based on any theory that the Purchaser is a successor, transferee or continuation of the Debtors or the Acquired Assets, or that a de facto merger resulted from the transfer of the Acquired Assets, and (iv) any leasehold interest, license, or other right, in favor of a person other than the Purchaser, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or nonmaterial, known, or unknown (collectively, and except the Permitted Encumbrances, the "Interests"). Each holder of any Interest against the Debtors, their

estates, or any of the Acquired Assets: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such Interest; or (iii) otherwise falls within the provisions of 11 U.S.C. § 363(f). Those holders of Interests who did not object, or who withdrew their objections, to the Motion and the Sale are deemed, subject to the terms of this Sale Order, to have consented pursuant to 11 U.S.C. § 363(f)(2). All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the Acquired Assets against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force, and effect, and in the same order of priority, that such Interests had prior the Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto. The Debtors are authorized and directed to transfer the Acquired Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Sale Order. Upon the Closing, such transfer shall: (i) be valid, legal, binding, and effective; (ii) vest the Purchaser with all right, title, and interest of the Debtors in the Acquired Assets; and (iii) be free and clear of all Interests, Encumbrances, Excluded Liabilities and any other claims and interests (except for the Assumed Liabilities and Permitted Encumbrances) in accordance with section 363(f) of the Bankruptcy Code. All Persons having claims or interests of any kind or nature whatsoever against the Debtors or the Acquired Assets, including without limitation Interests, Encumbrances (except for the Permitted Encumbrances), or Excluded Liabilities (except for the Assumed Liabilities), shall be forever barred, estopped, and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such claims or interests against the Purchaser or any of its assets, property, affiliates, successors, assigns, or the Acquired Assets.

7. IP License Back. From and after entry of this Sale Order, the Debtors, the Consultants, and their respective agents may continue to use the Acquired Assets in accordance with Sections 6.10-6.16 of the Purchase Agreement.

8. Proceeds of the Sale. The proceeds of the sale of the Acquired Assets shall be subject to the distribution procedures as provided in the Plan.

9. Surrender of Possession. Any Acquired Assets in the possession or control of any person or entity, including any vendor, supplier, attorney, or employee of the Debtors, shall be delivered to the Purchaser free and clear of all Interests, including without limitation free and clear of the Encumbrances (except for the Assumed Liabilities and Permitted Encumbrances, and subject to Sections 6.10-6.16 of the Purchase Agreement) and the Excluded Liabilities, and deemed delivered at the time of Closing (or such other time as provided in the Purchase Agreement).

10. Vesting of Assets in the Purchaser. Effective upon the Closing, the transfer to the Purchaser of the Acquired Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Acquired Assets, and vests with or will vest in the Purchaser all the Acquired Assets free and clear of Interests, including without limitation free and clear of Encumbrances (except for the Assumed Liabilities and Permitted Encumbrances, and subject to Sections 6.10-6.16 of the Purchase Agreement) and Excluded Liabilities.

11. Use of Pier 1 Cards. Unless otherwise agreed to by Comenity Bank in a separate written agreement with the Debtors and the Purchaser, upon the Closing Date, the My Pier 1 Rewards Credit Cards offered by Comenity to qualifying Pier 1 customers shall not be accepted for any purchases or returns through or related to the ecommerce platform, online web business,

or any online sales or return channels maintained by the Debtors or the Purchaser immediately following the Closing Date.

12. Injunction. Except as expressly provided in the Purchase Agreement (including, without limitation, Sections 6.10-6.16 of the Purchase Agreement) or by this Sale Order, effective upon the Closing all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other persons holding Excluded Liabilities or Encumbrances (except with respect to the Assumed Liabilities and Permitted Encumbrances) on the Acquired Assets shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Excluded Liabilities or Encumbrances (except with respect to the Assumed Liabilities and Permitted Encumbrances). All persons are hereby enjoined from taking any action that would interfere with or adversely affect the ability of Sellers to transfer the Acquired Assets in accordance with the terms of the Purchase Agreement and this Sale Order.

13. Direction to Creditors and Parties in Interest. On the Closing, each of the Debtors' creditors and the holders of any claims are authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Encumbrances against the Acquired Assets, if any, as such Encumbrances may otherwise exist.

14. Direction to Government Agencies. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office, or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Acquired Assets, is

hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and any other Transactions contemplated by the Purchase Agreement and approved by this Sale Order.

15. Good Faith Purchaser. The Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and the Purchaser has proceeded in good faith in all respects in connection with the Sale.

16. Consummation of Sale. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees, and agents, are authorized to enter into, execute, deliver, and perform their obligations under and comply with the terms of the Purchase Agreement and the Related Documents and to close and consummate the Sale, including by taking any and all actions as may be reasonably necessary or desirable to implement the Sale and each of the Transactions contemplated thereby pursuant to and in accordance with the terms and conditions of the Purchase Agreement, the Related Documents, and this Sale Order.

17. Transfer of Marketable Title. Upon the Closing (and subject to Sections 6.10-6.16 of the Purchase Agreement), this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Acquired Assets or a bill of sale transferring good and marketable title in the Acquired Assets to the Purchaser at the Closing pursuant to the terms of the Purchase Agreement, free and clear of all Encumbrances and Excluded Liabilities (except for the Assumed Liabilities and Permitted Encumbrances).

18. No Successor Liability. By virtue of the Sale, the Purchaser and its affiliates, successors, and assigns shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be a consolidation with the Debtors or their estates; or (iv) be an alter ego

or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses, or operations, or any enterprise of the Debtors, in each case by any law or equity.

19. Approval to Release Encumbrances. If any person or entity that has filed financing statements or other documents or agreements evidencing Encumbrances on the Acquired Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all Encumbrances (other than the Permitted Encumbrances) that the person or entity has or may assert with respect to the Acquired Assets, the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order.

20. Inconsistencies with Prior Orders, Pleadings or Agreements. To the extent this Sale Order is inconsistent with any prior order or pleading in these Chapter 11 Cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

21. Subsequent Orders and Plan Provisions. Unless otherwise agreed to by the Debtors and the Purchaser, this Sale Order shall not be modified by any chapter 11 plan confirmed in these Chapter 11 Cases or any subsequent order(s) of this Court.

22. Binding Effect of Sale Order. This Sale Order and the Purchase Agreement shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity

interests in, the Debtors, any holders of liens on the Acquired Assets (whether known or unknown), the Purchaser, and all successors and assigns of the Purchaser, notwithstanding the dismissal of any of the Debtors' cases or any subsequent appointment of any trustees, examiners, "responsible persons," or other fiduciaries in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code, and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

23. No Avoidance of Purchase Agreement. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Sale shall not be avoidable under section 363(n), chapter 5 of the Bankruptcy Code, or under any other applicable laws of the United States, any state, territory or possession or the District of Columbia, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement or the Sale.

24. Entire Purchase Agreement Approved. The failure to specifically include any particular provisions of the Purchase Agreement or any Related Documents in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Purchase Agreement and any Related Documents are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order.

25. Nonseverable. The provisions of this Sale Order are nonseverable and mutually dependent.

26. Immediate Effect. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, the terms of this Order shall be immediately effective and enforceable upon its entry and not subject to any stay, notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d) or otherwise.

27. Satisfaction of Conditions Precedent. Neither the Purchaser nor the Sellers shall have an obligation to close the Transactions until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Transactions have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

28. Bulk Sales; Taxes. No bulk sales law, bulk transfer law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Purchase Agreement, the Sale Motion, or this Sale Order. Except as otherwise expressly provided in the Purchase Agreement, all obligations of the Debtors relating to taxes, whether arising under any law, by the Purchase Agreement, or otherwise, shall be the obligation of and fulfilled and paid by the Debtors.

29. Automatic Stay. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement, and any Related Documents, documents or other instruments. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the provisions of the Purchase Agreement, any Related Document, and this Sale Order.

30. Retention of Jurisdiction. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Purchase

Agreement, all amendments thereto, and the Related Document in connection with any disputes involving the Debtors, and to adjudicate, if necessary, any and all disputes concerning the Debtors and related in any way to the Sale; provided, however, that in the event the Court abstains from exercising or declines to exercise jurisdiction or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

Dated: Jul 16 2020
Richmond, Virginia

/s/ Kevin R Huennekens
United States Bankruptcy Judge

Entered on Docket: Jul 16 2020

A True Copy Teste:

William C. Redden, Clerk

By: 
Deputy Clerk

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

EXHIBIT 1

Purchase Agreement

**Execution
Confidential**

FOR DISCUSSION PURPOSES ONLY

ASSET PURCHASE AGREEMENT

DATED AS OF JULY 1, 2020

BY AND AMONG

PIER 1 IMPORTS ONLINE, INC., AS PURCHASER,

AND

PIER 1 IMPORTS, INC., AS THE COMPANY,

AND

THE OTHER SELLERS NAMED HEREIN

This is a draft agreement only, and delivery or discussion of this draft agreement is not, and will not be deemed or construed to be, an offer or commitment with respect to the proposed transaction to which this draft agreement relates. Notwithstanding the delivery of this draft agreement or any other past, present or future written or oral indications of assent, or indications of the result of negotiations or agreements, no party to the proposed transaction (and no person or entity related to any such party) will be under any legal obligation whatsoever unless and until the definitive agreement providing for the transaction has been executed and delivered by all parties thereto; provided, however, that any party who submits a marked up version of this draft agreement as part of a binding Qualified Bid pursuant to the Bidding Procedures will be subject to the legal obligation related thereto, as set forth in the Bidding Procedures Order.¹

¹ Capitalized terms in this paragraph have the meaning ascribed to such terms in the Bidding Procedures Order.

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of July 1, 2020, by and among Pier 1 Imports Online, Inc., a Delaware corporation (“Purchaser”), Retail Ecommerce Ventures LLC, a Delaware limited liability company (the “Guarantor”), Pier 1 Imports, Inc., a Delaware corporation (the “Company”), and the Subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used in herein shall have the meanings set forth herein or in Article XI.

WHEREAS, the Company and the other Sellers are engaged in the business of (i) operating the E-Commerce Platform (as conducted by the Sellers, the “Acquired Business”) and (ii) marketing and selling home furnishings and accessories under the Transferred Trademarks, including through sales of such home furnishings and accessories through the E-Commerce Platform (the “Business”);

WHEREAS, a portion of the Business is conducted by Sellers by operating brick-and-mortar retail stores under the Transferred Trademarks and designing, marketing, and selling home furnishings and accessories at such retail stores (collectively, the “Excluded Business”);

WHEREAS, on February 17, 2020, the Company and the other Sellers filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Eastern District of Virginia (Richmond Division) (the “Bankruptcy Court”), which chapter 11 cases will be jointly administered for procedural purposes (collectively, the “Bankruptcy Case”); and

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume only the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with only the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to entry of the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, Purchaser and Sellers hereby agree as follows.

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ONLY ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the

Sale Order, at the Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Sellers, all of Sellers' right, title and interest in and to the following assets, properties and rights of Sellers, free and clear of all Encumbrances other than Permitted Encumbrances (the "Acquired Assets") but excluding in all cases the Excluded Assets:

(a) all Contracts listed on Schedule 1.1(a), to the extent assignable under applicable Law (the "Assigned Contracts");

(b) all rights in Intellectual Property owned by the Company or any of its Subsidiaries and primarily used in the Acquired Business; provided, that Acquired Assets shall include the following Intellectual Property owned by the Company or any of its Subsidiaries whether or not primarily used in the Acquired Business: (i) all such patents, patent applications and patent disclosures listed in Schedule 1.1(b)(i), (ii) all such trademarks, service marks, trade dress and corporate names (common law or otherwise, registered or not registered) and any registrations and all applications therefor (including intent to use applications), in each case listed in Schedule 1.1(b)(ii), and all goodwill associated therewith; (iii) all such copyright listed in Schedule 1.1(b)(iii); (iv) all such Internet domain names and Social Media Accounts listed in Schedule 1.1(b)(iv), (v) other such Intellectual Property listed in Schedule 1.1(b)(v), and (vi) all rights to collect royalties and proceeds in connection with the foregoing with respect to the period from and after the Closing, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such Company Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the "Company Intellectual Property");

(c) all goodwill associated with the Company Intellectual Property;

(d) all Documents primarily used in the Acquired Business; provided, Sellers shall retain copies of such Documents that are used in connection with or related to the Excluded Business;

(e) all transferrable rights of Sellers under non-disclosure, confidentiality, non-compete, or non-solicitation Contracts relating to the Company Intellectual Property and that are primarily used in the Acquired Business; and

(f) all Permits.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, or convey, and Sellers shall retain all right, title and interest to, in and under all assets, properties, interests and rights of such Sellers that are not included in the definition of "Acquired Assets" in Section 1.1 (collectively, the "Excluded Assets"), including the following:

(a) all Cash and Cash Equivalents, all bank accounts, and all deposits (including maintenance deposits, customer deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by any Seller, and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) all Contracts of Sellers other than the Assigned Contracts (the “Excluded Contracts”);

(c) all Documents (i) to the extent they are primarily used in or primarily related to any of the other Excluded Assets, Excluded Liabilities or Excluded Business (including information stored on the computer systems, data networks or servers of any Seller); (ii) that are Sellers’ financial accounting Documents, all minute books, organizational documents, stock registers and such other books and records of any Seller as pertaining to ownership, organization or existence of such Seller, Tax Returns (and any related work papers) and any other Tax information or records, corporate seal, checkbooks, and canceled checks; (iii) that any Seller is required by Law to retain or (iv) that any Seller is prohibited under Law from selling, transferring, assigning, conveying, or delivering to Purchaser; provided that, to the extent not prohibited by applicable Law, Purchaser shall have the right to make copies of any portions of such Documents referenced in clauses (i) and (iii) that, but for such clauses (i) or (iii), respectively, would be Acquired Assets.

(d) all Documents prepared or received by any Seller or any of its Affiliates in connection with the sale of the Acquired Assets, this Agreement, or the transactions contemplated hereby, including (i) all records and reports prepared or received by Sellers, any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the transactions contemplated hereby, including all analyses relating to the business of Purchaser or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers’ businesses or assets; and (iii) all privileged materials, documents and records of a Seller or any of its Affiliates;

(e) all current and prior insurance policies of any of Sellers, including for the avoidance or doubt all director and officer insurance policies, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(f) all membership interests or other equity interests of any Seller or any of their respective Subsidiaries or securities convertible into, exchangeable, or exercisable for any such membership interests or other equity interests;

(g) the sponsorship of all benefits plans, and any right, title or interest in any of the assets thereof or relating thereto;

(h) (i) all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law, (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of the Closing of any Seller, in each case, arising out of or relating to events occurring on or prior to the Closing Date, except as set forth in Sections 1.1(b) and 1.1(e), and (iii) all claims that any of Sellers may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(i) Sellers’ claims or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument, or other document executed and delivered between any Seller and Purchaser in connection with the transactions contemplated

hereby, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;

(j) all Tax refunds (and claims in respect thereof) to the extent relating to Taxes that would be Excluded Liabilities if such Taxes were not refundable, and any Tax attributes not transferred by the operation of applicable Tax Law;

(k) all real estate and all interests in real estate, including leases with respect thereto;

(l) all demands, allowances, refunds, rebates (including any vendor or supplier rebates), rights (including under or with respect to express or implied guarantees, warranties, representations, covenants and indemnities), claims, counterclaims, defenses, credits, causes of action, rights of set off, rights of recovery or rights of recoupment relating to or arising against suppliers, vendors, merchants, manufacturers and counterparties to leases, licenses or any Contract, arising out of or relating to events occurring on or prior to the Closing Date;

(m) the properties and assets set forth on Schedule 1.2(m);

(n) all Intellectual Property that is not owned by the Company or any of its Subsidiaries;

(o) all Intellectual Property owned by the Company or any of its Subsidiaries, other than the Company Intellectual Property;

(p) all Systems;

(q) all rights in Software and any rights therein;

(r) copies of Documents retained pursuant to Section 1.1(d);

(s) data, information and other Documents licensed from third parties that are in the business of enhancing or supplementing customer relationship management data as a service for other business; and

(t) all Inventory.

1.3 Assumption of Only Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, Purchaser shall irrevocably assume from Sellers (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Sellers shall irrevocably convey, transfer, and assign to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "Assumed Liabilities"):

(a) all Liabilities of Sellers under the Assigned Contracts that become due from and after the Closing, other than any Liability as a result of any pre-Closing breach by any Seller thereof, default by any Seller thereunder, or misrepresentation or fraud by any Seller in

connection therewith, in each case to the extent not cured by the payment of the Cure Cost in respect thereof;

(b) all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (the "Cure Costs");

(c) all Liabilities arising out of the conduct of the Acquired Business or the ownership of the Acquired Assets, in each case, by Purchaser from and after the Closing Date; and

(d) all Liabilities agreed to be assumed by Purchaser or for which Purchaser has agreed to be responsible in accordance with this Agreement.

1.4 Excluded Liabilities. Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities whatsoever of, or Action against, Sellers or relating to the Acquired Assets or the Acquired Business, of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "Excluded Liabilities"). For the avoidance of doubt, Excluded Liabilities shall include any and all Liabilities and obligations for (i) Taxes relating to the Business, the Acquired Assets, or the Assumed Liabilities for any taxable period (or portion thereof) ending on or prior to the Closing Date (as determined and paid in accordance with the principles set forth in Section 9.4), (ii) any Taxes of any Seller for any taxable period, (iii) gift cards, rewards points or loyalty rewards issued by any Seller, (iv) any Seller's retail store leases, and (v) amounts due to employees, independent contractors, consultants or Advisors of Sellers (other than any such amounts owed under any Assigned Contract after the Closing).

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. Sellers shall provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to any executory Contracts to which any Seller is a party that are Assigned Contracts and take all other actions reasonably necessary to cause such Contracts to be assumed by Sellers and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code to the extent that such Contracts are Assigned Contracts at Closing. The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, Sellers shall assign or cause to be assigned to Purchaser, as applicable, the Assigned Contracts, each of which shall be identified by the name or appropriate description and date of the Assigned Contract (if available), the other party to the Assigned Contract and the address of such party for notice purposes, all included on an exhibit attached to either a notice filed in connection with the motion for approval of the Sale Order or a separate motion for authority to assume and assign such Assigned Contracts. Such exhibit shall also set forth Sellers' good faith estimate of the amounts necessary to cure any defaults under each of the Assigned Contracts as determined by Sellers based on Sellers' books and records or

as otherwise determined by the Bankruptcy Court. Schedule 1.5(a) sets forth Sellers' good faith estimate, as of the date hereof, of the amounts necessary to cure any such defaults. At the Closing, Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement(s), assume and assign to Purchaser (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code, subject to adjustment pursuant to Section 1.5(b). At the Closing, Purchaser shall (i) pay all Cure Costs and (ii) assume each Assigned Contract pursuant to section 365 of the Bankruptcy Code.

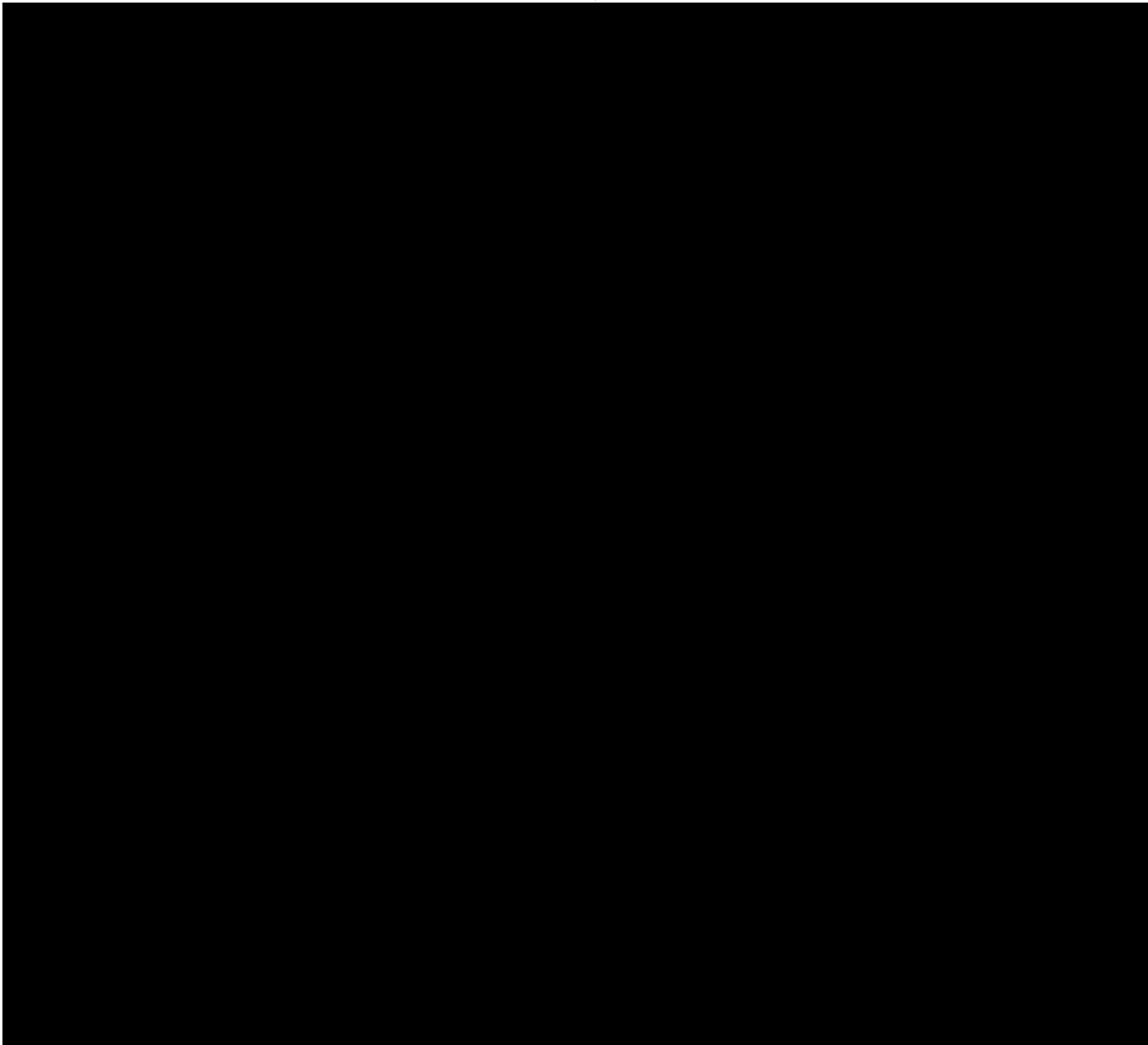
(b) Excluding or Adding Assigned Contracts Prior to Closing. Purchaser shall have the right to notify Sellers in writing of any Assigned Contract that it does not wish to assume or a Contract to which any Seller is a party that Purchaser wishes to add as an Assigned Contract up to one (1) Business Day prior to the Bid Deadline (as defined in the Bidding Procedures Order), and (i) any such previously considered Assigned Contract that Purchaser no longer wishes to assume shall be automatically deemed removed from the Schedules related to Assigned Contracts and automatically deemed added to the Schedules related to Excluded Contracts, in each case, without any adjustment to the Purchase Price, and (ii) any such previously considered Excluded Contract that Purchaser wishes to assume as an Assigned Contract shall be automatically deemed added to the Schedules related to Assigned Contracts, automatically deemed removed from the Schedules related to Excluded Contracts, and assumed by Sellers to sell and assign to Purchaser, in each case, without any adjustment to the Purchase Price. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing.

(c) Non-Assignment. Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract (i) terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Contract, and such Consent or Governmental Authorization has not been obtained prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder. In addition, a Permit shall not be assigned to, or assumed by, Purchaser to the extent that such Permit requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Permit, and no such Consent or Governmental Authorization has been obtained prior to the Closing. In the event that any Assigned Contract is deemed not to be assigned pursuant to clause (ii) of the first sentence of this Section 1.5(b), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and twelve (12) months following the Closing (or the remaining term of such Contract or the closing of the Bankruptcy Case, if shorter), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller's rights and

obligations with respect to any such Assigned Contract, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits under such Assigned Contract with respect to which the Consent and/or Governmental Authorization has not been obtained and (2) Purchaser shall be responsible for any related burden and obligation (including performance) with respect to such Assigned Contract. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Assigned Contract after the Closing, such Assigned Contract shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code.

ARTICLE II

CONSIDERATION; CLOSING





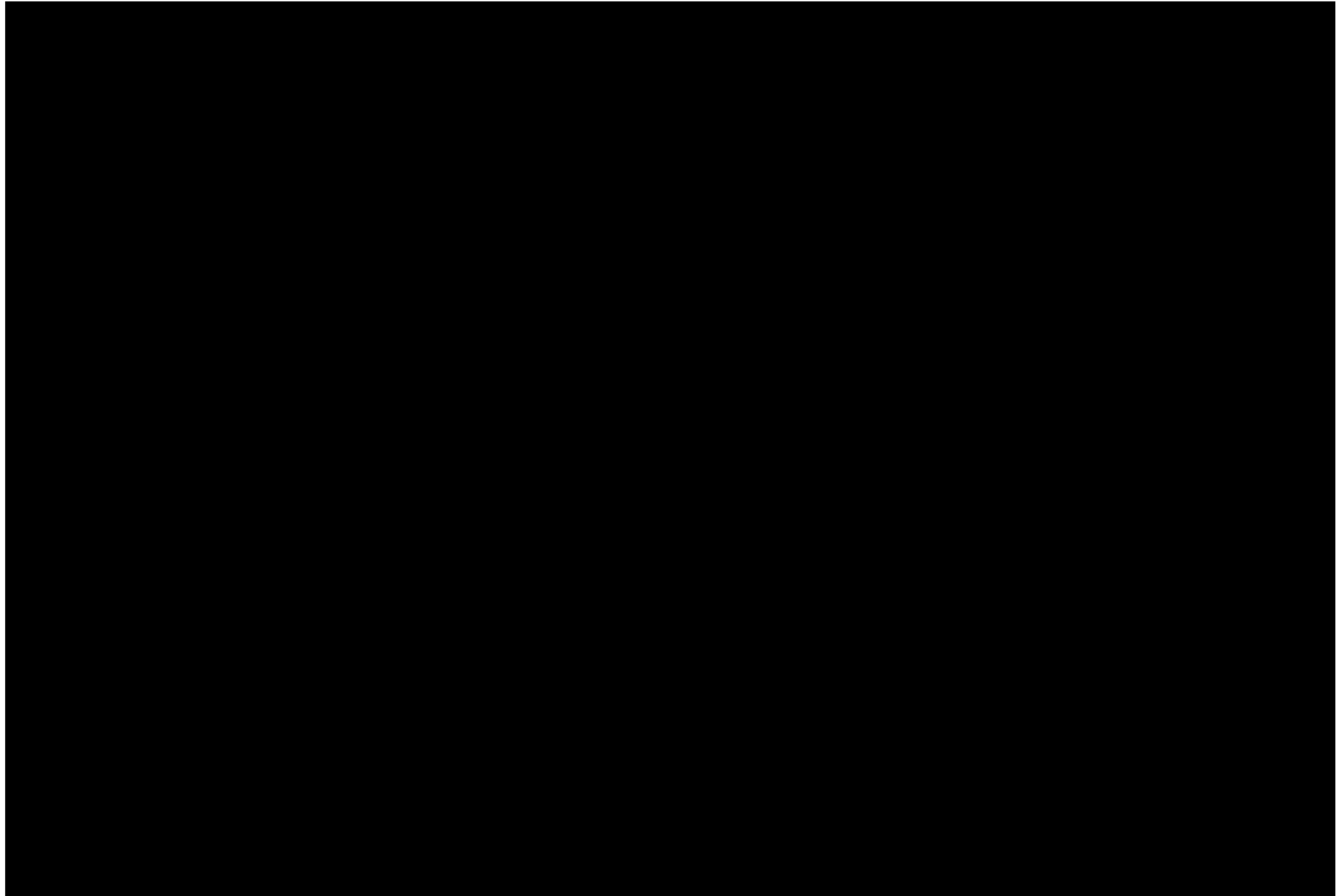
2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

- (a) a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the "Assignment and Assumption Agreement") duly executed by Sellers;
- (b) each IP Assignment Agreement substantially in the form of Exhibit B, duly executed by the Sellers party thereto;
- (c) a copy of the Sale Order, as entered by the Bankruptcy Court;

(d) a duly executed IRS Form W-9 with respect to each Seller (or, in the case of any disregarded entity, the regarded parent entity of such Seller);

(e) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(b) and 7.2(c) have been satisfied; and

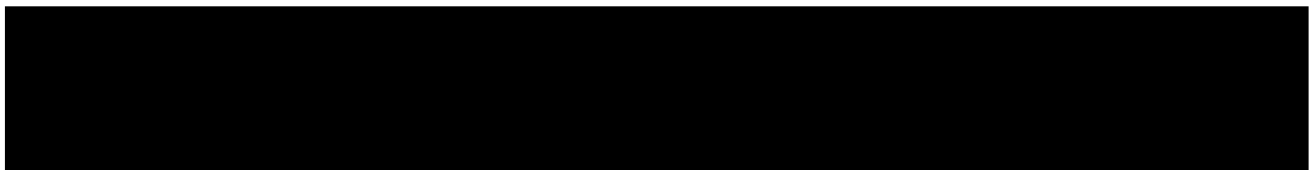
(f) a joint written instruction, duly executed by Sellers, instructing the Escrow Agent to release to the Company by wire transfer of immediately available funds, the Deposit.



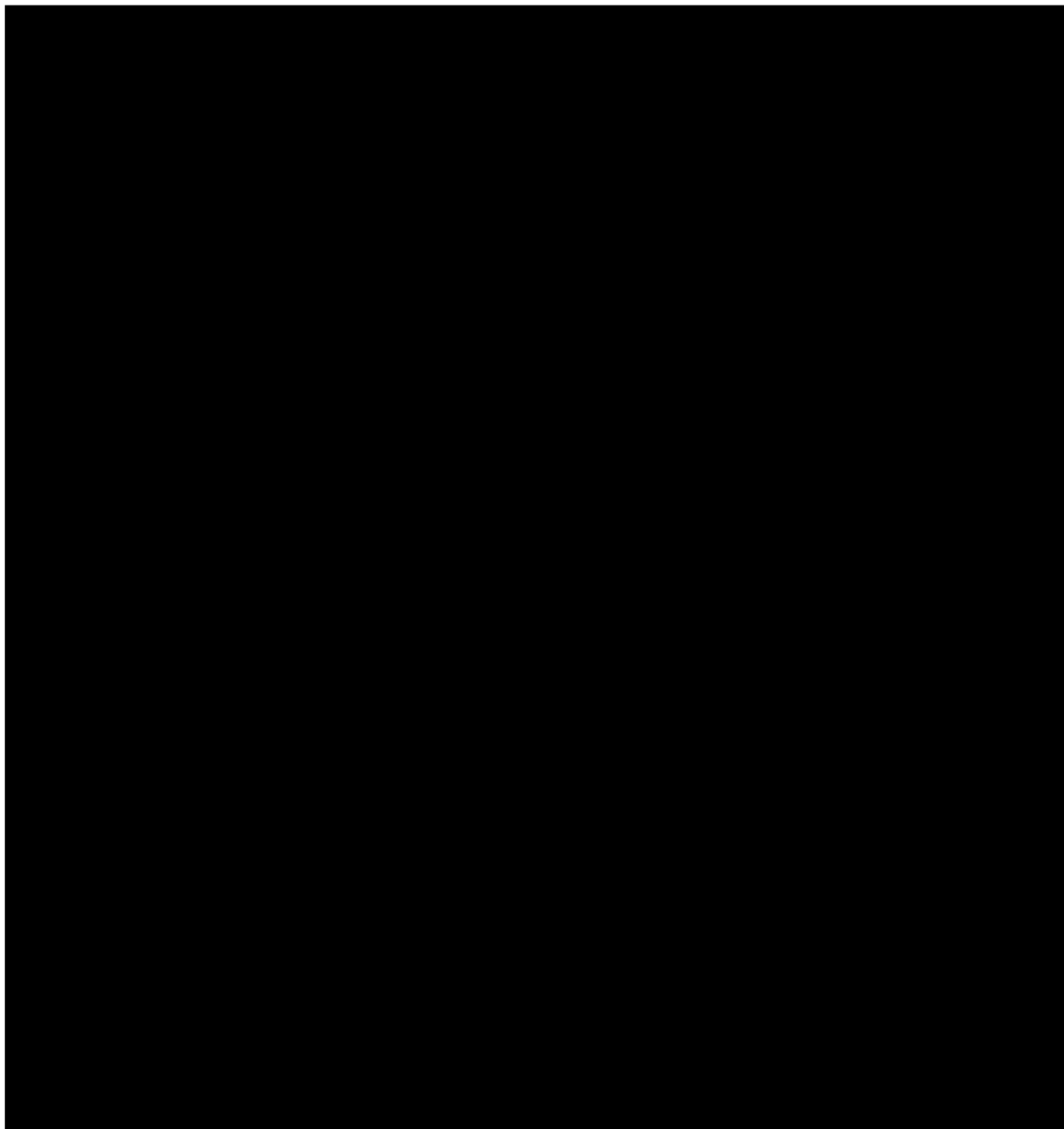
ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Purchaser as follows as of the date hereof and as of the Closing Date.



3.4 Title to Properties. Subject to requisite Bankruptcy Court approvals and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs), and except as a result of the commencement of the Bankruptcy Case or as otherwise set forth on Schedule 3.4, the Company and its Subsidiaries own good and marketable title to, or hold a valid leasehold interest in, all of the assets included within the Acquired Assets, free and clear of all Encumbrances, except for Permitted Encumbrances.





3.9 Intellectual Property.

(a) Schedule 3.9(a) sets forth a correct and complete list as of the date hereof of (i) all Company Intellectual Property that is registered, filed or issued under the authority of any Governmental Body, and all applications for Company Intellectual Property filed with any Governmental Body, specifying as to each, as applicable: the title of the patent, the mark, the copyright or the design; the jurisdiction by or in which it has been issued, registered or filed; the patent, registration or application serial number; and the issue, registration or filing date; and (ii) all material unregistered Transferred Trademarks. Except as set forth on Schedule 3.9(a), the Company or one or more of its Subsidiaries owns all right, title and interests in and to the Company Intellectual Property, free and clear of all Encumbrances, other than Permitted Encumbrances, and the Company Intellectual Property identified on Schedule 3.9(a) is subsisting, and to the Knowledge of the Company, valid and enforceable.

(b) Schedule 3.9(b) sets forth a correct and complete list as of the date hereof of all material Intellectual Property Agreements. Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, (i) each Intellectual Property Agreement is valid and binding on the Company and its Subsidiaries and, to the knowledge of the Company, each of the other parties to such Intellectual Property Agreement in accordance with its terms, except as may be limited by the Enforceability Exceptions and (ii) to the Knowledge of the Company, is in full force and effect. Except as a result of the commencement of the Bankruptcy Case, neither the Company nor its Subsidiaries, as applicable, is, or is alleged by the counterparty thereto in writing to be, in material breach of or material default under, or received any written notice of cancellation or termination of, any material Intellectual Property Agreement, and, to the knowledge of the Company, the other party to each such Intellectual Property Agreement is not in material default thereunder.

(c) The Company and its Subsidiaries have sufficient rights to use all Company Intellectual Property in the manner in which such Company Intellectual Property is used in connection with the Acquired Business as of the date hereof, and all such rights shall survive materially unchanged, and without any material change in the terms and conditions under which the Company and/or its Subsidiaries, respectively, currently have such rights, following the Closing Date; provided, that, this representation and warranty shall not be construed to be a representation or warranty regarding the violation, infringement, or misappropriation of Intellectual Property. Neither the Company nor any of its Subsidiaries has received, since the Reference Date, any written notice (or to the Knowledge of the Company, any oral notice) that it is violating, misappropriating or infringing upon the Intellectual Property of other Person in connection with the Company's or such Subsidiaries' use of the Company Intellectual Property,

nor have any reasonable grounds for such a claim been made in writing (or to the Knowledge of the Company, orally) to the Company or any Subsidiary since the Reference Date. To the Knowledge of the Company, neither the Company's nor any of its Subsidiaries' respective use of the Company Intellectual Property since the Reference Date until the date hereof infringes, misappropriates or otherwise violates any Intellectual Property of any other Person in any material respect.

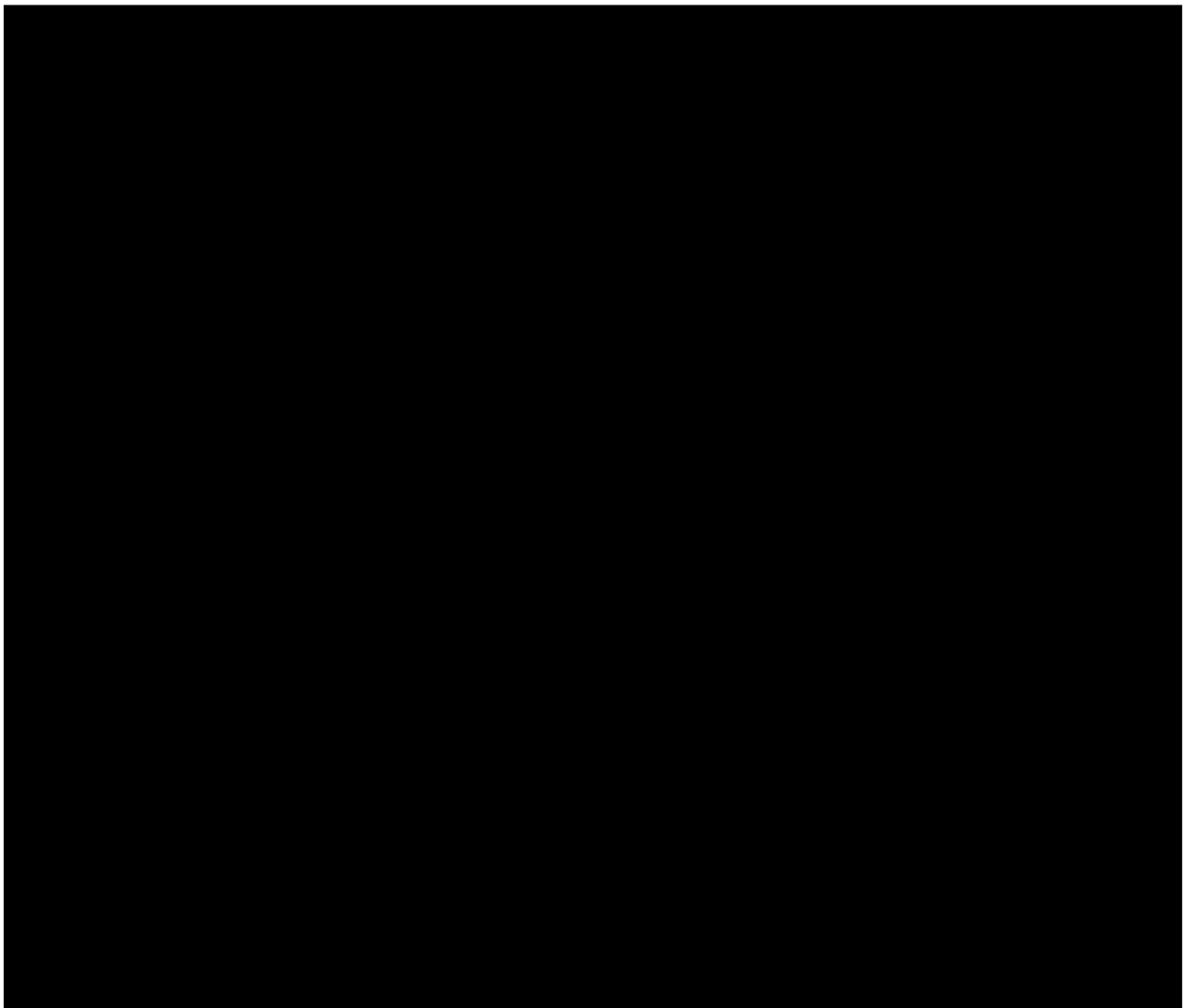
(d) Since the Reference Date, neither the Company nor any of its Subsidiaries has made any written claim of any violation, misappropriation or infringement by other Persons of any of the material Company Intellectual Property, nor have any reasonable grounds for such a claim been brought in writing (or to the Knowledge of the Company, orally) to the attention of the Company or any of its Subsidiaries. To the Knowledge of the Company, no third party has, since the Reference Date until the date hereof, infringed, misappropriated or otherwise violated any material Company Intellectual Property. The Company and its Subsidiaries have taken steps reasonable under the circumstances, in any event no less than commercially reasonable efforts, to maintain the secrecy of all material Confidential Information and Trade Secrets, in each case included in the Company Intellectual Property. Since the Reference Date, neither the Company nor its Subsidiaries have authorized the disclosure of any such Confidential Information or Trade Secrets, nor has any such Confidential Information or Trade Secrets been disclosed to any Person (other than to employees of the Company or its Subsidiaries), other than pursuant to a written confidentiality agreement which agreements, to the Knowledge of the Company and subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, are valid and binding on the counterparty thereto, except as may be limited by the Enforceability Exceptions. To the Knowledge of Company, there has been no material breach of any such obligations of confidentiality with respect to any such Confidential Information and/or Trade Secrets. Except as a result of the commencement of the Bankruptcy Case, the Company and each of its Subsidiaries, as applicable, is in compliance with the terms of any agreements or understandings relating to any such Confidential Information or Trade Secrets to which the Company or such Subsidiary is a party or that otherwise binds the Company or any of its Subsidiaries.

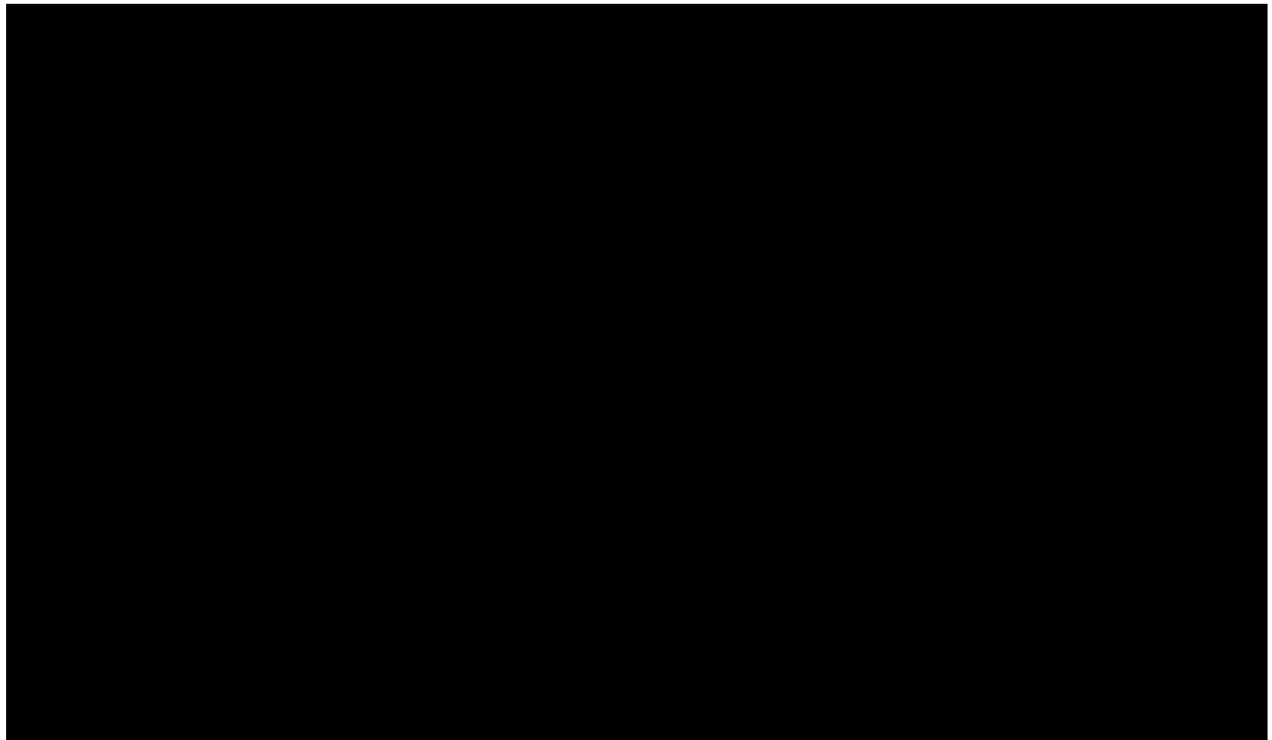
(e) Except for office actions issued in the ordinary course of prosecution by the United States Patent and Trademark Office or analogous foreign Governmental Body, (i) neither the Company nor any of its Subsidiaries has received from the Reference Date to the date hereof any written notice challenging or contesting the validity or ownership of any Company Intellectual Property nor have any reasonable grounds for such a claim been made in writing or, to the Knowledge of the Company, been made orally, and (ii) since the Reference Date to the date hereof, no written claim by any third party contesting the validity or enforceability of any of the Company Intellectual Property has been made or, to the Knowledge of the Company, has been threatened against the Company or any of its Subsidiaries.

(f) The Company and its Subsidiaries have taken commercially reasonable steps to protect the portions of the E-Commerce Platform included in the Company Intellectual Property and all Confidential Information received, used or transmitted thereby, from any unauthorized intrusion, breach, use, access, interruption or modification by any third party. Since the Reference Date to the date hereof, there have been no (i) failures, breakdowns, outages

or bugs affecting the Acquired Business that have caused any material disruption or interruption in or to the use of the E-Commerce Platform or the operation of the E-Commerce Platform, in each case with respect to such portions thereof, which have not been remediated or (ii) to the Knowledge of the Company, security breaches of, or other unauthorized access to, such portions of the E-Commerce Platform and/or any such Confidential Information or customer sensitive or personal information included in the Company Intellectual Property that is associated with, used or transmitted by, the E-Commerce Platform.

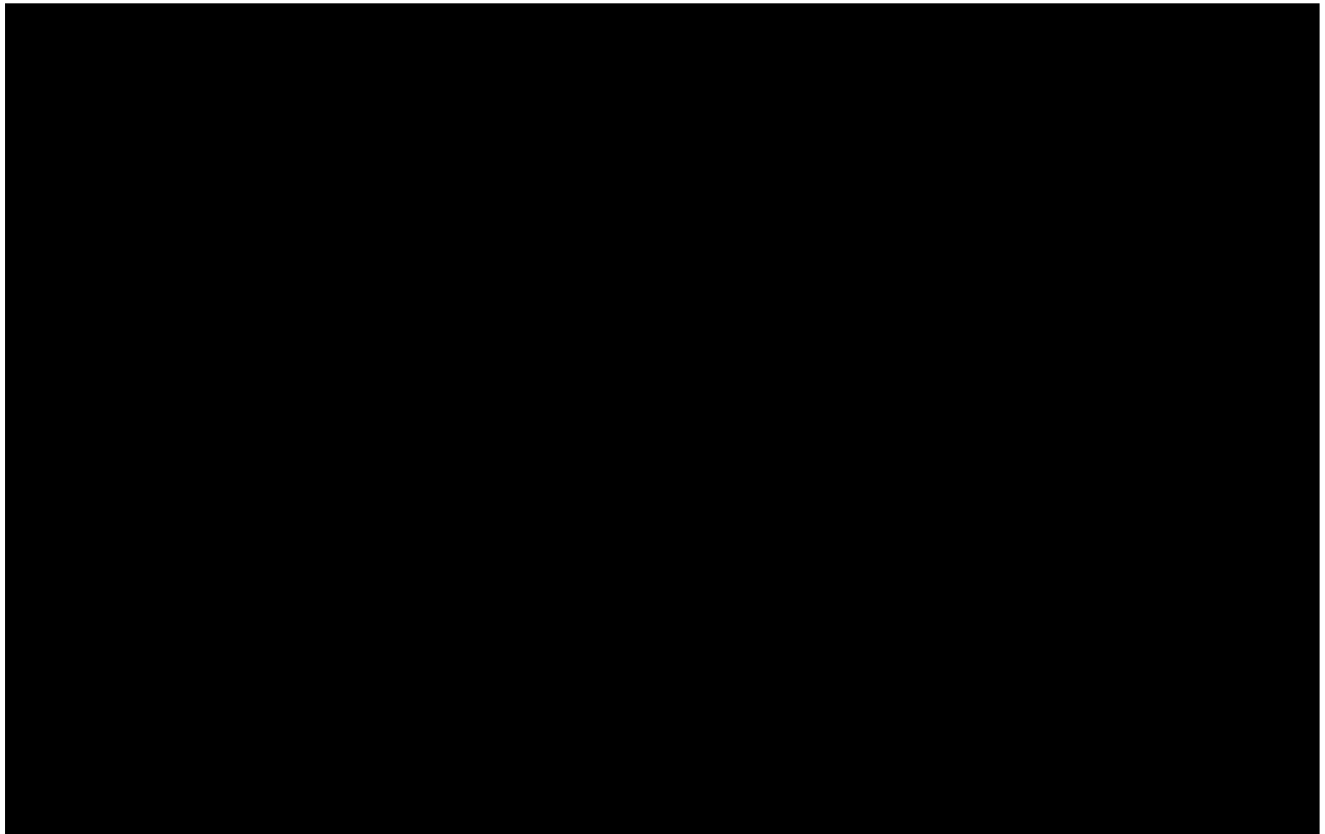
(g) To the Knowledge of the Company, the portions of the E-Commerce Platform included in the Company Intellectual Property do not contain any viruses, back doors, worms, Trojan horses, disabling code, drop dead devices, time locks, or spyware. Since the Reference Date to the date hereof, the Company and the Subsidiaries have used commercially reasonable efforts to detect, discover and remediate any viruses, back doors, worms, Trojan horses, disabling code, drop dead devices, time locks, or spyware in the portions of the E-Commerce Platform included in the Company Intellectual Property.

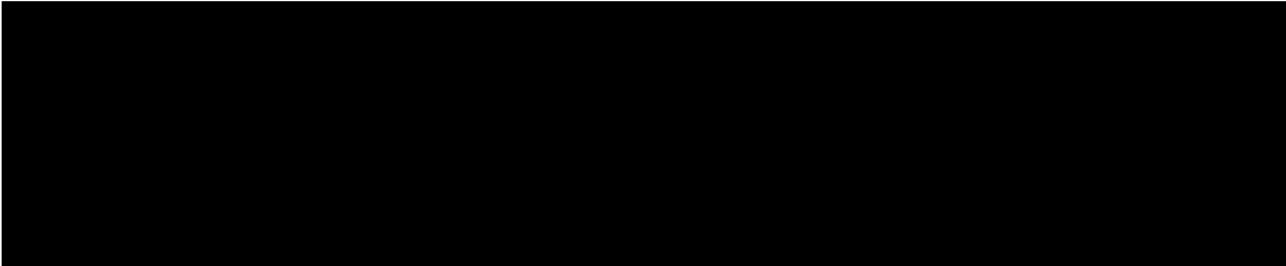





ARTICLE V

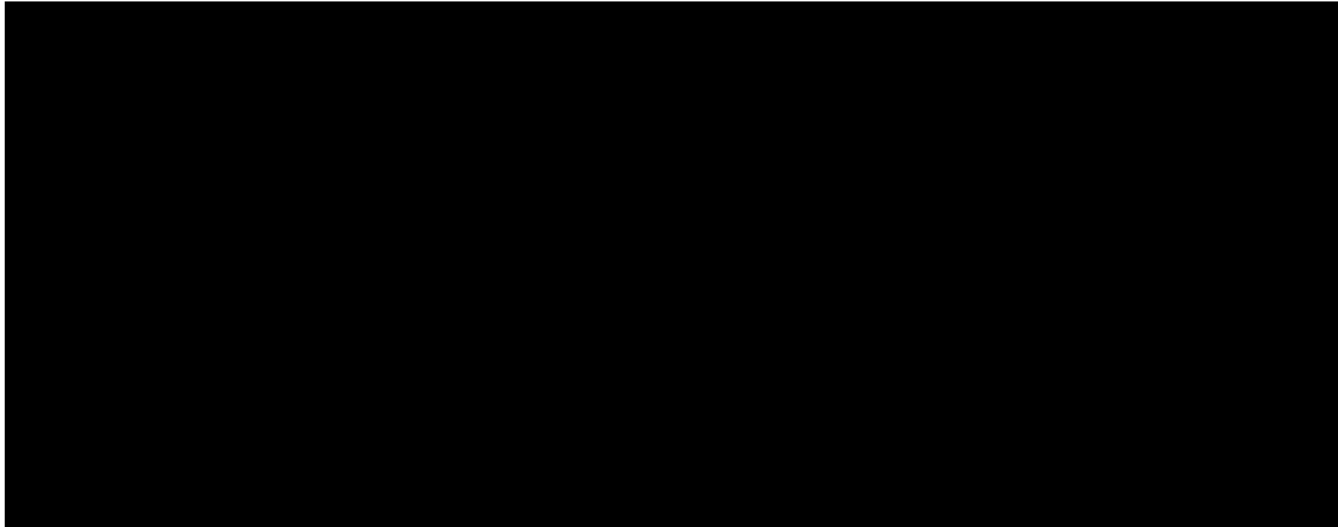
BANKRUPTCY COURT MATTERS





5.3 The Sale Order. The Sale Order shall, among other things, (a) approve and direct, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances expressly included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their respective obligations under this Agreement; (b) authorize, empower and direct Sellers to assume and assign to Purchaser the Assigned Contracts; (c) find that Purchaser is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to any Seller, and grant Purchaser the protections of section 363(m) of the Bankruptcy Code; (d) find that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (e) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assigned Contracts; (f) find that Purchaser shall have no Liability for any Excluded Liability; and (g) find that there was no violation of section 363(n) of the Bankruptcy Code. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Company to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code, and (y) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.





ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any Order, action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in Contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

(b) “Advisors” means, with respect to any Person, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(c) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(d) “Alternative Transaction” means any transaction (or series of transaction), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of any Seller or any portion of the equity interests or any material portion of the assets thereof or any portion of the Acquired Assets (in any form of transaction, whether by merger, sale of assets or equity or otherwise);

provided, however, that the foregoing shall not include sales of Inventory in the Ordinary Course.

(e) “Auction” shall have the meaning ascribed to such term in the Bidding Procedures Order.

(f) “Bidding Procedures Order” means the *Order (I) Establishing Bidding Procedures, (II) Scheduling the Bid Deadlines and the Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) (A) Approving the Asset Purchase Agreement, (B) Authorizing the Sale of Assets, and (C) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases and (V) Granting Related Relief*, Docket No. 102 in the Bankruptcy Case.

(g) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(h) “Cash and Cash Equivalents” means all of the Company’s cash (including petty cash and checks received on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held.

(i) “Code” means the United States Internal Revenue Code of 1986, as amended.

(j) “Confidential Information” means any information concerning, including any formula, pattern, device or compilation of information, or which is used in, the Acquired Business, and includes, but is not limited to, proprietary technology, operating procedures and methods of operation, financial statements and other financial information, Trade Secrets, market studies and forecasts, competitive analyses, target markets, advertising techniques, pricing policies and information, the substance of agreements with customers, subcontractors and others, marketing and similar arrangements, servicing and training programs and arrangements, customer and subcontractor lists, User Data, customer Personal Information, customer profiles, customer preferences, customer-related data, and any documents embodying confidential and proprietary information.

(k) “Confidentiality Agreement” means that certain letter agreement, dated as of February 11, 2020, by and between the Company and its subsidiaries and controlled affiliates and Retail Ecommerce Ventures, LLC.

(l) “Consent” means any approval, consent, ratification, permission, waiver or other authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(m) “Contract” means any contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, purchase order, license or other agreement that is binding upon a Person or its property.

(n) “Customer Data” means Personal Information pertaining to current or former customers, or prospective customers, of Sellers, including email addresses and other contact information for current or former customers and data regarding purchases and purchase history, preferences and requirements, and all other data relating in any way to or associated with all current and former customers, in all cases collected and maintained by or on behalf of the Company or any Subsidiary from any Social Media Account or the E-Commerce Platform, excluding in all cases any data that is licensed from third parties that are in the business of enhancing or supplementing customer relationship management data as a service for other businesses.

(o) “DIP Facility” means the Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of February 20, 2020, by and among the Company, the Facility Guarantors (as defined therein), the Lenders (as defined therein), Bank of America, N.A. and Pathlight Capital LP.

(p) “Documents” means all of the Company’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, customer lists, vendor lists and contact information, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

(q) “E-Commerce Platform” means Systems operated by Sellers through which Sellers display and/or sell goods or services to consumers who place orders through, any internet-based site owned by a Seller, including the website located at “www.pier1.com” (and similar permutations thereof where such Internet domain names are owned by a Seller) and related internet or mobile application based sales, marketing, and advertising conducted by Sellers and Social Media Accounts owned and operated by Sellers.

(r) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, hypothecations, easements, rights of way, encroachments, Orders and conditional sale or other title retention agreements.

(s) “Fraud” means with respect to (i) Sellers, the intentional misrepresentation by such Sellers in the making by such Sellers to Purchaser of the Express Representations or the representations and warranties set forth in the certificate delivered by such Sellers pursuant to Section 2.4(e) or (ii) Purchaser or Guarantor, the intentional misrepresentation by Purchaser or Guarantor in the making by Purchaser or Guarantor to Sellers of the representations and warranties set forth in Article IV, the certificate delivered by Purchaser pursuant to Section 2.5(c), in each case of clause (i) or (ii), that constitutes common law fraud under Delaware Law

(and does not include any fraud claim based on constructive knowledge, negligent misrepresentation, recklessness or a similar theory).

(t) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(u) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(v) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(w) “Intellectual Property” means all of the following: (i) patents, patent applications, inventions and intellectual property in patent disclosures; (ii) trademarks, service marks, trade dress and corporate names, registrations and applications for any of the foregoing, together with all goodwill associated with each of the foregoing; (iii) copyright registrations, rights in copyrightable works and copyright applications; (iv) Internet domain names and Social Media Accounts; (v) Trade Secrets; (vi) all forms of intellectual property rights in Software; (vii) all forms of intellectual property rights in drawings, schematics and other technical plans; (viii) all right of publicity; and (ix) all other intellectual property rights arising under the Laws of any jurisdiction.

(x) “Intellectual Property Agreements” means all licenses, consent to use agreements, coexistence agreements, and covenants not to sue with respect to any Company Intellectual Property that is used in or held for use in the Acquired Business, to which the Company or any Subsidiary is a party, other than (i) ancillary or incidental licenses, and (ii) non-exclusive licenses granted in the ordinary course of business, in each case, to the extent included in the Assigned Contracts.

(y) “Inventory” means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) maintained or held by, stored by or on behalf of, or in transit to, any of Sellers.

(z) “Knowledge of the Company”, “Company’s Knowledge” and words of similar import mean the actual knowledge after due inquiry of Ray McKown, Robert Riesbeck and Matt Johnson.

(aa) “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(bb) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(cc) “Material Adverse Effect” means any state of facts, circumstance, event, change, condition, development, occurrence, or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the (x) assets, liabilities, business, results of operations or financial condition of the Acquired Business or the Acquired Assets and Assumed Liabilities, taken as whole or (y) ability of Sellers to consummate the transactions contemplated hereby; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions affecting the industry in which the Company and its Subsidiaries operate, (ii) Effects in, arising from or relating to national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, any of its territories, possessions, or diplomatic or consular offices or any of its military installations, assets, equipment or personnel, (iii) Effects in, arising from or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract or index and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement), (iv) Effects in, arising from or relating to changes in GAAP, (v) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with any Governmental Body, (vi) Effects in, arising from or relating to (A) the taking of any action contemplated by this Agreement or at the request of Purchaser or its Affiliates or (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser’s failure to consent to any Seller’s request therefor with respect to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, (vii) Effects that arise from any seasonal fluctuations in the business, (viii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (ix) the effect of any action taken by Purchaser or its Affiliates with respect to the transactions completed by this Agreement or the financing thereof or any breach by Purchaser of the Agreement, (x) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Sellers, (3) the Bidding Procedures Order or (4) the assumption or rejection of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of

Sellers or their Subsidiaries in compliance therewith, or (xi) any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including the “Coronavirus” or “COVID-19”) or any quarantine or trade restrictions related thereto or any other force majeure; except in the case of the clauses (i), (ii) or (iii), to the extent such Effects have a materially disproportionate impact on the Acquired Business, Acquired Assets or Assumed Liabilities, taken as a whole, as compared to other participants engaged in the industries and geographies in which Sellers operate.

(dd) “Order” means any order, injunction, order, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

(ee) “Ordinary Course” means the ordinary and usual course of operations of the Acquired Business consistent with past practice and taking into account the commencement and pendency of the Bankruptcy Case.

(ff) “Permitted Encumbrances” means (i) Encumbrances for utilities and current Taxes not yet due and payable, the nonpayment of which is permitted or required by the Bankruptcy Code, or otherwise being contested in good faith, and for which adequate reserves have been established in accordance with GAAP; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets to which it applies, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) Intellectual Property Agreements and licenses granted on a non-exclusive basis, (vi) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion, (vii) any Encumbrances set forth on Schedule 11.1(ff), and (viii) any Encumbrances that will be removed or released by operation of the Sale Order.

(gg) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(hh) “Personal Information” means, in addition to any definition provided by the Company or any Subsidiary for any similar term (e.g., “personally identifiable information” or “PII”) in any published privacy policy, all information regarding or reasonably capable of being associated with an individual person or device, including (a) information that identifies, could reasonably be used to identify or is otherwise identifiable with an individual, including name, physical address, telephone number, email address, financial account number or government-issued identifier (including Social Security number and driver’s license number), medical, health or insurance information, gender, date of birth, educational or employment information, religious or political views or affiliations, marital or other status, and any other data used or intended to be used to identify, contact or precisely locate an individual (e.g., geolocation data), (b) any data regarding an individual’s activities online or on a mobile device or other

application (e.g., searches conducted, web pages or content visited or viewed) and (d) Internet Protocol addresses, unique device identifiers or other persistent identifiers. Personal Information may relate to any individual, including a current, prospective or former customer or employee of any Person. Personal Information includes information in any form, including paper, electronic and other forms.

(ii) “PI Databases” means the sale, transfer, assignment, conveyance, and delivery to Purchaser of (i) User Data or (ii) any data or information in electronic or other database containing (in whole or in part) Personal Information, in each case, collected and maintained by or for the Company or any of Subsidiary as of the date of the Closing, and included in the Acquired Assets.

(jj) “Pre-Closing Tax Period” means any Tax period ending on or before the Closing.

(kk) “Privacy Laws” means all applicable Laws concerning data protection, privacy, security or other similar applicable Laws.

(ll) “Purchaser Group” means Purchaser, Guarantor, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(mm) “Reference Date” means January 1, 2017.

(nn) “Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the Sale Order.

(oo) “Sale Order” means an Order of the Bankruptcy Court reasonably acceptable to the Parties approving this Agreement and authorizing the Sellers to undertake the transactions contemplated hereunder.

(pp) “SEC” means the U.S. Securities and Exchange Commission.

(qq) “Seller Parties” means Sellers and the Company’s Subsidiaries and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(rr) “Social Media Account” means an account registration with a social media platform, such as Facebook, Instagram, Twitter, Pinterest, Google and the like, and includes handle names.

(ss) “Software” means computer programs, operating systems, applications, firmware and other code, including all related source code, object code, application programming interfaces, data files, databases, protocols, specifications, and all documentation thereof.

(tt) “Straddle Period” means any Tax period beginning on or before, and ending after, the Closing Date.

(uu) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(vv) “Systems” means computers, computer systems, servers, hardware, firmware, middleware, networks, servers, workstations, routers, hubs, switches, data communication equipment and lines, telecommunications equipment and lines, co-location facilities and equipment, and all other information technology equipment and related items of automated or computerized systems, including any outsourced systems and processes (e.g., hosting locations) and all associated documentation.

(ww) “Tax” or “Taxes” means any federal, state, local, foreign or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, customs, duties, alternative minimum, estimated tax, or other taxes, fees, assessments or charges of any kind whatsoever, including any interest, penalty or addition thereto and any interest in respect of such additions or penalties.

(xx) “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

(yy) “Trade Secrets” means trade secrets, industrial secret rights, and rights in know-how, data and confidential or proprietary business or technical information, in all cases that derives independent economic value, whether actual or potential, from not being known to, and not being readily ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(zz) “Transaction Documents” means this Agreement and all other agreements and documents contemplated to be executed by a Party in connection with the transactions contemplated hereby.

(aaa) “Transferred Trademarks” means all trademarks and service marks (common law or otherwise, registered or not registered), registrations and all applications therefor (including intent to use applications) included in the Acquired Assets.

(bbb) “User Data” shall mean any Personal Information or other data or information collected and maintained by or on behalf of the Company or any Subsidiary from any Social Media Account or the E-Commerce Platform.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(d) The words “to the extent” shall mean “the degree by which” and not “if.”

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(h) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed “delivered,” “provided” or “made available” by the Company, within the meaning of this Agreement if such document or item (i) is included in the Dataroom, (ii) actually delivered or provided to Purchaser or any of Purchaser’s Advisors or (iii) made available upon request, including at the Company’s or any of its Subsidiaries’ offices.

(k) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein with respect to any violation of or non-compliance, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(n) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and permitted assigns.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PIER 1 IMPORTS ONLINE, INC.

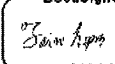
By: A. Mehr
Name: Alex Mehr
Title: Chief Executive Officer

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

“GUARANTOR”

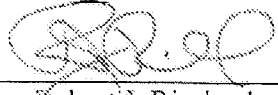
RETAIL ECOMMERCE VENTURES LLC

DocuSigned by:

By: _____
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Name: Taino A. Lopez
Title: President

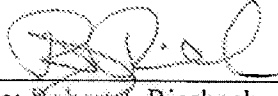
Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

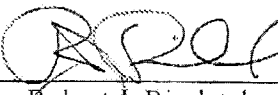
PIER 1 IMPORTS, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief Financial Officer

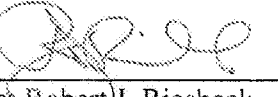
PIER 1 ASSETS, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief Financial Officer

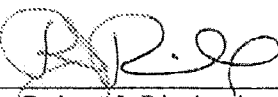
PIER 1 LICENSING, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief Financial Officer

PIER 1 HOLDINGS, INC.

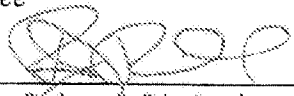
By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief Financial Officer

PIER 1 IMPORTS (U.S.), INC.


By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief Financial Officer

**PIER 1 SERVICES COMPANY, a
Delaware statutory trust**

By: Pier 1 Holdings, Inc., as *Managing
Trustee*


By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief
Financial Officer

PIR TRADING, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief
Financial Officer

PIER 1 VALUE SERVICES, LLC

By: Pier 1 Imports (U.S.), Inc, as
Managing Trustee

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer and Chief
Financial Officer

AMENDMENT NO. 1

This AMENDMENT NO. 1 (this "Amendment") to the Asset Purchase Agreement dated as of July 1, 2020 (the "Agreement") is made and entered into as of July 13, 2020, by and among Pier 1 Imports Online, Inc., a Delaware corporation ("Purchaser"), Retail Ecommerce Ventures LLC, a Delaware limited company ("Guarantor"), Pier 1 Imports, Inc., a Delaware corporation (the "Company"), and the subsidiaries of the Company (together with Purchaser, Guarantor and the Company, the "Parties").

The Parties desire to amend the Agreement in certain respects and accordingly, in consideration of the covenants and promises set forth herein, and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

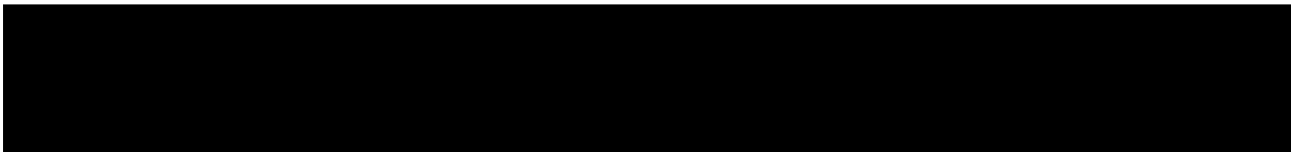
2. Amendments. Effective as of the date hereof, the Agreement shall be amended as follows:

(a) References to the Agreement (including references to the Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder," "herein" and "hereof") shall be deemed to be references to the Agreement as amended hereby.

(b) The Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as set forth on the pages of the Agreement attached as Annex I hereto.

(c) The Agreement is hereby amended to attach Exhibit D - Form of IP Power of Attorney as a new exhibit, in the form attached as Annex II hereto.

(d) The schedules to the Agreement (the "Schedules") are hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as set forth on the pages of the Schedules attached as Annex III hereto.



4. Except as otherwise specifically set forth in this Amendment, all provisions of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

PIER 1 IMPORTS ONLINE, INC.

DocuSigned by:
Alexander Mehr
By: _____
721D46E5A1DA471...
Name: Alex Mehr
Title: Chief Executive Officer

**RETAIL ECOMMERCE VENTURES
LLC**

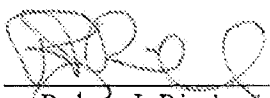
DocuSigned by:
Taino A. Lopez
By: _____
E2231DAC99BB4FB...
Name: Taino A. Lopez
Title: President

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

PIER 1 IMPORTS, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

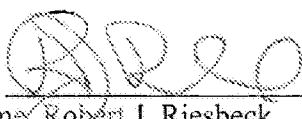
PIER 1 ASSETS, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer


PIER 1 LICENSING, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIER 1 HOLDINGS, INC.


By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIER 1 IMPORTS (U.S.), INC.

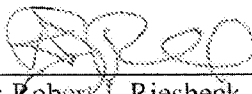
By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIER 1 SERVICES COMPANY

By: PIER 1 HOLDINGS, INC,
as Managing Trustee

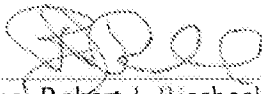
By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIR TRADING, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIER 1 VALUE SERVICES, LLC

By: PIER 1 IMPORTS (U.S.), INC.,
its Sole Member and Manager

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

ANNEX I

Asset Purchase Agreement - Changed Pages

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ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ONLY ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Sellers, all of Sellers' right, title and interest in and to the following assets, properties and rights of Sellers, free and clear of all Encumbrances other than Permitted Encumbrances (the "Acquired Assets") but excluding in all cases the Excluded Assets:

(a) all Contracts listed on Schedule 1.1(a), to the extent assignable under applicable Law (the "Assigned Contracts");

(b) ~~all rights in Intellectual Property owned by the Company or any of its Subsidiaries and primarily used in the Acquired Business; provided, that Acquired Assets shall include the following Intellectual Property owned by the Company or any of its Subsidiaries whether or not primarily used in the Acquired Business: (i) all such, including (i) all patents, patent applications and patent disclosures, including those listed in Schedule 1.1(b)(i), (ii) all such trademarks, service marks, trade dress and corporate names (common law or otherwise, registered or not registered) and any registrations and all applications therefor (including intent to use applications), in each case including those listed in Schedule 1.1(b)(ii), and all goodwill associated therewith; (iii) all such copyright/copyrights (common law or otherwise, registered or unregistered) and any registrations and all applications therefor, including those listed in Schedule 1.1(b)(iii); (iv) all such Internet domain names and Social Media Accounts, including those listed in Schedule 1.1(b)(iv) and all Customer Lists and Lists (as defined in Section 6.13), (v) all Trade Secrets and all other such Intellectual Property and all Confidential Information, including that which is listed in Schedule 1.1(b)(v), and (vi) all rights to collect royalties and proceeds in connection with the foregoing with respect to the period from and after the Closing, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such Company Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including any deposits or prepayments with respect to any of the foregoing~~ (collectively, the "Company Intellectual Property");

(c) all goodwill associated with the Company Intellectual Property;

(d) all Documents primarily used in the Acquired Business; provided, Sellers shall retain copies of such Documents that are used in connection with or related to the Excluded Business;

(e) all transferrable rights of Sellers under non-disclosure, confidentiality, non-compete, or non-solicitation Contracts relating to the Company Intellectual Property and that are primarily used in the Acquired Business; and

(f) all Permits.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, or convey, and Sellers shall retain all right, title and interest to, in and under all assets, properties, interests and rights of such Sellers that are not included in the definition of “Acquired Assets” in Section 1.1 (collectively, the “Excluded Assets”), including the following:

(a) all Cash and Cash Equivalents, all bank accounts, and all deposits (including maintenance deposits, customer deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by any Seller, and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) all Contracts of Sellers other than the Assigned Contracts (the “Excluded Contracts”);

(c) all Documents (i) to the extent they are primarily used in or primarily related to any of the other Excluded Assets, Excluded Liabilities or Excluded Business (including information stored on the computer systems, data networks or servers of any Seller); (ii) that are Sellers’ financial accounting Documents, all minute books, organizational documents, stock registers and such other books and records of any Seller as pertaining to ownership, organization or existence of such Seller, Tax Returns (and any related work papers) and any other Tax information or records, corporate seal, checkbooks, and canceled checks; (iii) that any Seller is required by Law to retain or (iv) that any Seller is prohibited under Law or Contract from selling, transferring, assigning, conveying, or delivering to Purchaser; provided that, to the extent not prohibited by applicable Law or Contract, Purchaser shall have the right to make copies of any portions of such Documents referenced in clauses (i) and (iii) that, but for such clauses (i) or (iii), respectively, would be Acquired Assets.

(d) all Documents prepared or received by any Seller or any of its Affiliates in connection with the sale of the Acquired Assets, this Agreement, or the transactions contemplated hereby, including (i) all records and reports prepared or received by Sellers, any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the transactions contemplated hereby, including all analyses relating to the business of Purchaser or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers’ businesses or assets; and (iii) all privileged materials, documents and records of a Seller or any of its Affiliates;

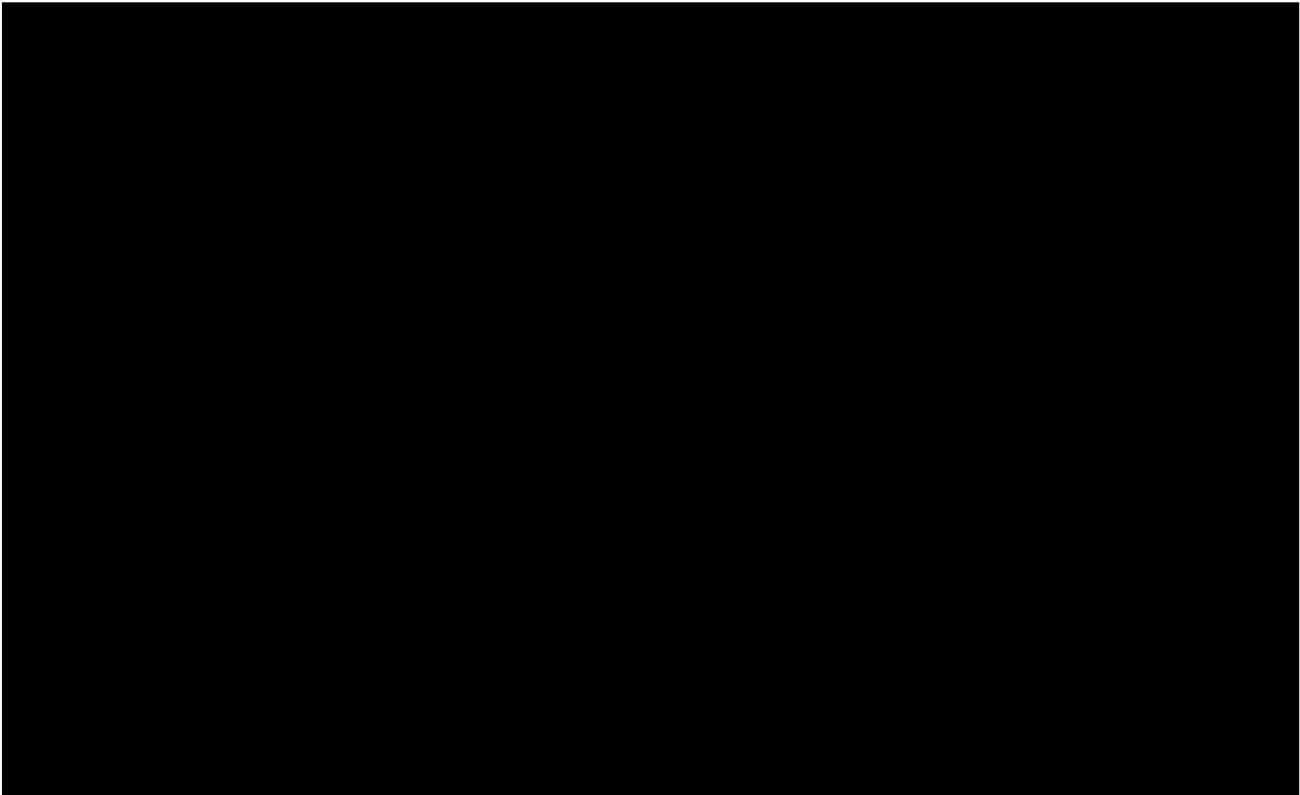
(e) all current and prior insurance policies of any of Sellers, including for the avoidance or doubt all director and officer insurance policies, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;


(f) all membership interests or other equity interests of any Seller or any of their respective Subsidiaries or securities convertible into, exchangeable, or exercisable for any such membership interests or other equity interests;

Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Permit, and no such Consent or Governmental Authorization has been obtained prior to the Closing. In the event that any Assigned Contract is deemed not to be assigned pursuant to clause (ii) of the first sentence of this Section 1.5(b), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and twelve (12) months following the Closing (or the remaining term of such Contract or the closing of the Bankruptcy Case, if shorter), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Assigned Contract, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits under such Assigned Contract with respect to which the Consent and/or Governmental Authorization has not been obtained and (2) Purchaser shall be responsible for any related burden and obligation (including performance) with respect to such Assigned Contract. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Assigned Contract after the Closing, such Assigned Contract shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code.

ARTICLE II

CONSIDERATION; CLOSING





2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the “Assignment and Assumption Agreement”) duly executed by Sellers;

(b) each IP Assignment Agreement substantially in the form of Exhibit B, duly executed by the Sellers party thereto;¶

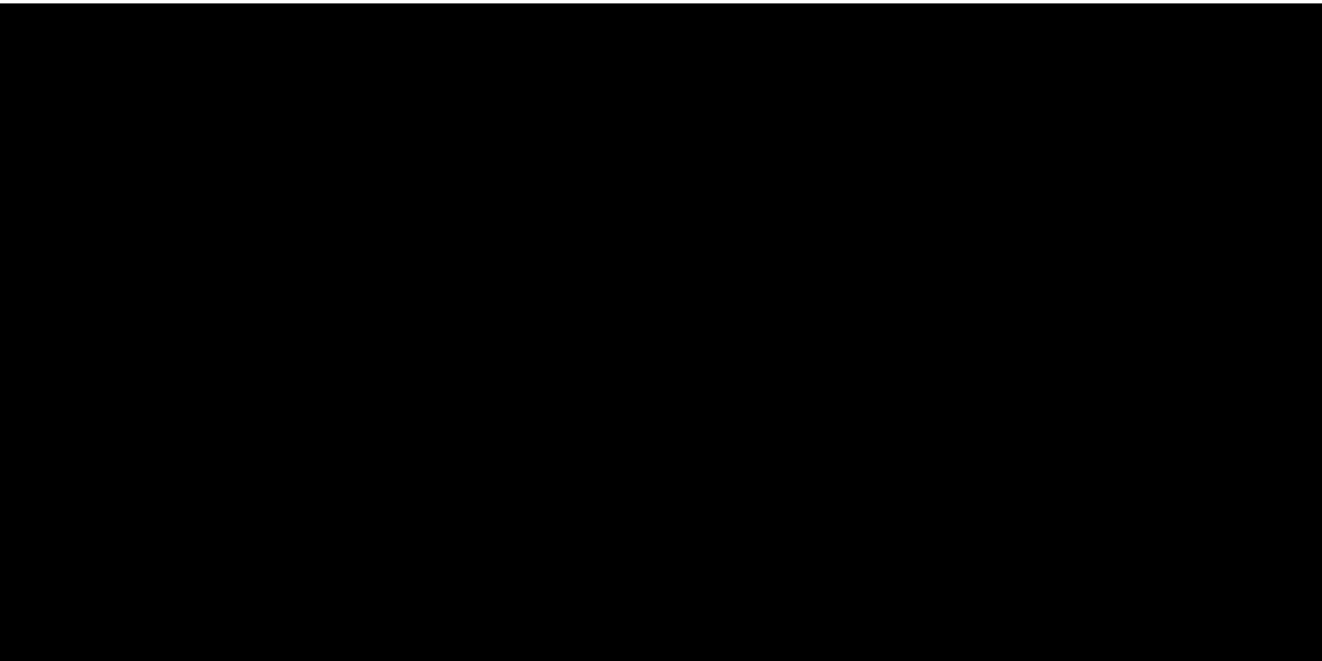
~~(c) each IP Power of Attorney substantially in the form of Exhibit D, duly executed by all applicable Sellers;~~

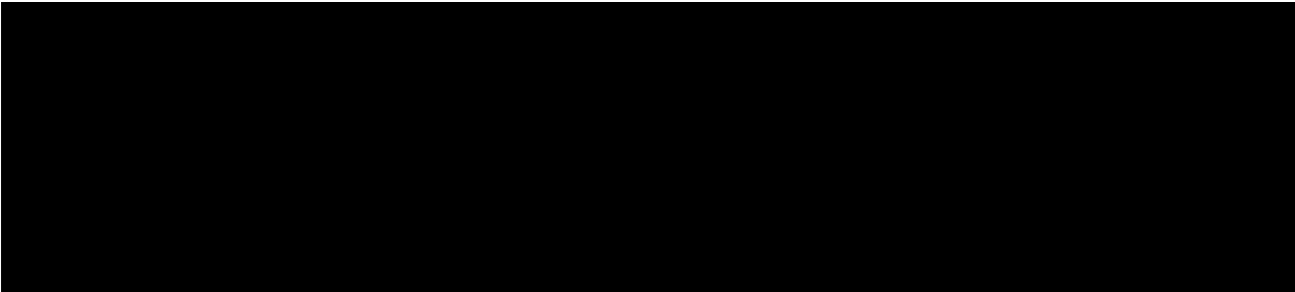
~~(d) (e)~~ a copy of the Sale Order, as entered by the Bankruptcy Court;

~~(e) (d)~~ a duly executed IRS Form W-9 with respect to each Seller (or, in the case of any disregarded entity, the regarded parent entity of such Seller);

~~(f) (e)~~ an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(b) and 7.2(c) have been satisfied; and

~~(g) (f)~~ a joint written instruction, duly executed by Sellers, instructing the Escrow Agent to release to the Company by wire transfer of immediately available funds, the Deposit.

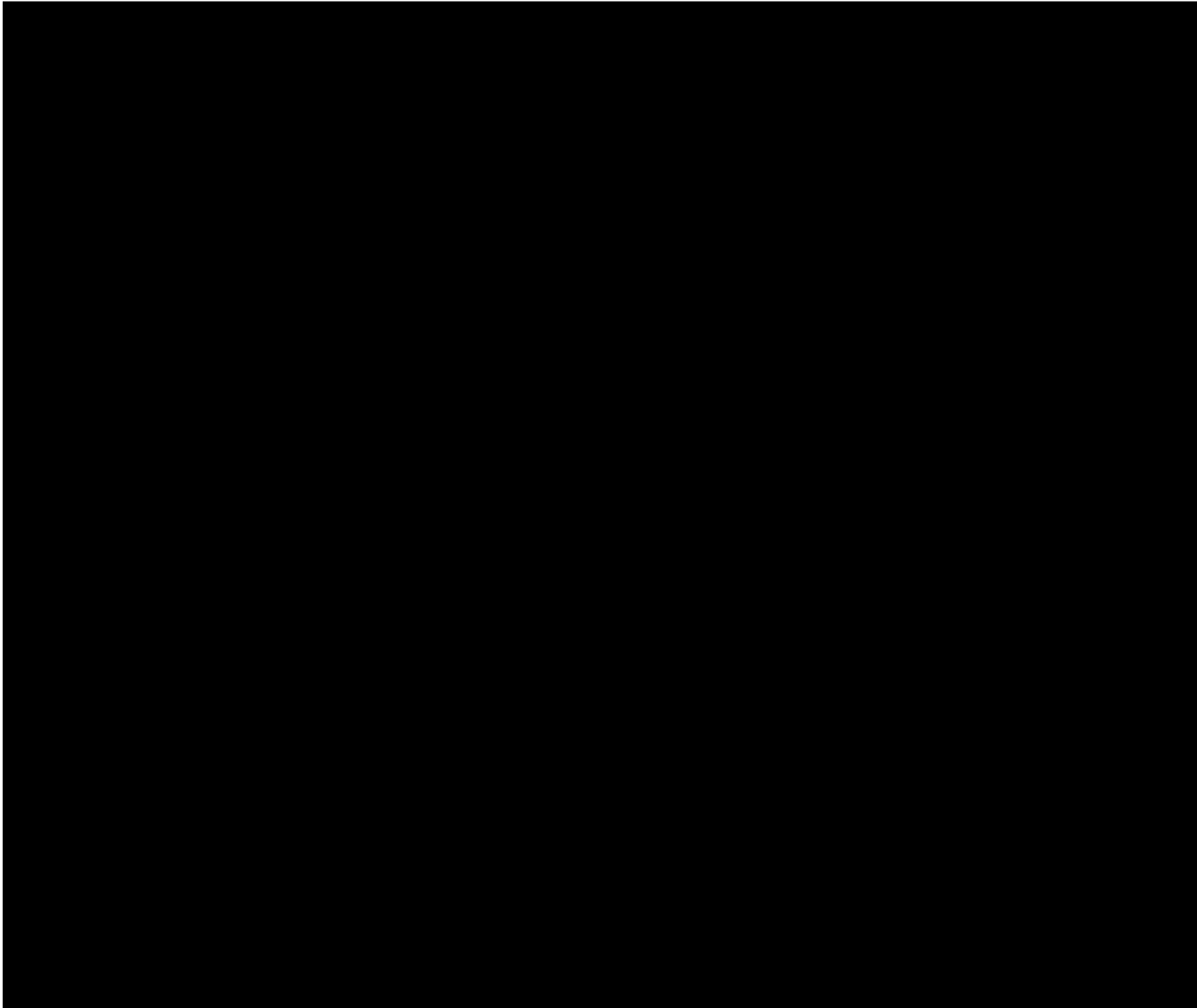




ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Purchaser as follows as of the date hereof and as of the Closing Date: provided that the following representations and warranties are not made with respect to Company Intellectual Property that is not used in the E-Commerce Platform, except the representation and warranty set forth in Section 3.9(a)(i).



(j) “Confidential Information” means any information concerning, including any formula, pattern, device or compilation of information, or which is used in, the Acquired Business, and includes, but is not limited to, proprietary technology, operating procedures and methods of operation, financial statements and other financial information, Trade Secrets, market studies and forecasts, competitive analyses, target markets, advertising techniques, pricing policies and information, the substance of agreements with customers, subcontractors and others, marketing and similar arrangements, servicing and training programs and arrangements, customer and subcontractor lists, User Data, customer Personal Information, customer profiles, customer preferences, customer-related data, and any documents embodying confidential and proprietary information.

(k) “Confidentiality Agreement” means that certain letter agreement, dated as of February 11, 2020, by and between the Company and its subsidiaries and controlled affiliates and Retail Ecommerce Ventures, LLC.

(l) “Consent” means any approval, consent, ratification, permission, waiver or other authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(m) “Contract” means any contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, purchase order, license or other agreement that is binding upon a Person or its property.

(n) “Customer Data” means Personal Information pertaining to current or former customers, or prospective customers, of Sellers, including email addresses and other contact information for current or former customers and data regarding purchases and purchase history, preferences and requirements, and all other data relating in any way to or associated with all current and former customers, in all cases collected and maintained by or on behalf of the Company or any Subsidiary from any Social Media Account or the E-Commerce Platform, excluding in all cases any data that is licensed from third parties that are in the business of enhancing or supplementing customer relationship management data as a service for other businesses.¶

(o) “Customer Lists” means any and all lists of current, past and prospective customers, including any and all information relating in any way to the use of such lists, including (x) Customer Data and Personal Information and (y) customer purchase history at a transaction level (including with respect to dollar amounts, dates, and items purchased), in all cases collected and maintained by or on behalf of the Company or any Subsidiary, but excluding from the foregoing in all cases, (A) any data that is licensed from third parties that are in the business of enhancing or supplementing customer relationship management data as a service for other businesses and (B) any credit card numbers or other information to the extent prohibited by any Data Security Requirements.¶

(p) “Data Security Requirements” means, collectively, all of the following to the extent relating to privacy, security, or security breach notification requirements: (i) each Seller's own rules, policies, and procedures; (ii) all applicable Laws; (iii) industry

standards applicable to the industry in which the Business is conducted (including the Payment Card Industry Data Security Standard (PCI DSS)); and (iv) Contracts into which any Seller has entered or by which it is otherwise bound.

(q) ~~(o)~~—“DIP Facility” means the Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of February 20, 2020, by and among the Company, the Facility Guarantors (as defined therein), the Lenders (as defined therein), Bank of America, N.A. and Pathlight Capital LP.

(r) ~~(p)~~—“Documents” means all of the Company’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, eCustomer Lists, vendor lists and contact information, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

(s) ~~(q)~~—“E-Commerce Platform” means Systems operated by Sellers through which Sellers display and/or sell goods or services to consumers who place orders through, any internet-based site owned by a Seller, including the website located at “www.pier1.com” (and similar permutations thereof where such Internet domain names are owned by a Seller) and related internet or mobile application based sales, marketing, and advertising conducted by Sellers and Social Media Accounts owned and operated by Sellers.

(t) ~~(r)~~—“Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, hypothecations, easements, rights of way, encroachments, Orders and conditional sale or other title retention agreements.

(u) ~~(s)~~—“Fraud” means with respect to (i) Sellers, the intentional misrepresentation by such Sellers in the making by such Sellers to Purchaser of the Express Representations or the representations and warranties set forth in the certificate delivered by such Sellers pursuant to Section 2.4(e) or (ii) Purchaser or Guarantor, the intentional misrepresentation by Purchaser or Guarantor in the making by Purchaser or Guarantor to Sellers of the representations and warranties set forth in Article IV, the certificate delivered by Purchaser pursuant to Section 2.5(c), in each case of clause (i) or (ii), that constitutes common law fraud under Delaware Law (and does not include any fraud claim based on constructive knowledge, negligent misrepresentation, recklessness or a similar theory).

(v) ~~(t)~~—“GAAP” means United States generally accepted accounting principles as in effect from time to time.

(w) ~~(u)~~—“Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(x) ~~(v)~~—“Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(y) ~~(w)~~—“Intellectual Property” means all of the following: (i) patents, patent applications, inventions and intellectual property in patent disclosures; (ii) trademarks, service marks, trade dress and corporate names, registrations and applications for any of the foregoing, together with all goodwill associated with each of the foregoing; (iii) copyright registrations, rights in copyrightable works and copyright applications; (iv) Internet domain names and Social Media Accounts; (v) Trade Secrets; (vi) all forms of intellectual property rights in Software; (vii) all forms of intellectual property rights in drawings, schematics and other technical plans; (viii) all right of publicity; and (ix) all other intellectual property rights arising under the Laws of any jurisdiction.

(z) ~~(x)~~—“Intellectual Property Agreements” means all licenses, consent to use agreements, coexistence agreements, and covenants not to sue with respect to any Company Intellectual Property that is used in or held for use in the Acquired Business, to which the Company or any Subsidiary is a party, other than (i) ancillary or incidental licenses, and (ii) non-exclusive licenses granted in the ordinary course of business, in each case, to the extent included in the Assigned Contracts.

(aa) ~~(y)~~—“Inventory” means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) maintained or held by, stored by or on behalf of, or in transit to, any of Sellers.

(bb) ~~(z)~~—“Knowledge of the Company”, “Company’s Knowledge” and words of similar import mean the actual knowledge after due inquiry of Ray McKown, Robert Riesbeck and Matt Johnson.

(cc) ~~(aa)~~—“Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(dd) ~~(bb)~~—“Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature

whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

~~(ee)~~ (ee) “Material Adverse Effect” means any state of facts, circumstance, event, change, condition, development, occurrence, or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the (x) assets, liabilities, business, results of operations or financial condition of the Acquired Business or the Acquired Assets and Assumed Liabilities, taken as whole or (y) ability of Sellers to consummate the transactions contemplated hereby; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions affecting the industry in which the Company and its Subsidiaries operate, (ii) Effects in, arising from or relating to national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, any of its territories, possessions, or diplomatic or consular offices or any of its military installations, assets, equipment or personnel, (iii) Effects in, arising from or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract or index and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement), (iv) Effects in, arising from or relating to changes in GAAP, (v) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with any Governmental Body, (vi) Effects in, arising from or relating to (A) the taking of any action contemplated by this Agreement or at the request of Purchaser or its Affiliates or (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser’s failure to consent to any Seller’s request therefor with respect to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, (vii) Effects that arise from any seasonal fluctuations in the business, (viii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (ix) the effect of any action taken by Purchaser or its Affiliates with respect to the transactions completed by this Agreement or the financing thereof or any breach by Purchaser of the Agreement, (x) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Sellers, (3) the Bidding Procedures Order or (4) the assumption or rejection of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries in compliance therewith, or (xi) any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including the “Coronavirus” or “COVID-19”) or any quarantine or trade

restrictions related thereto or any other force majeure; except in the case of the clauses (i), (ii) or (iii), to the extent such Effects have a materially disproportionate impact on the Acquired Business, Acquired Assets or Assumed Liabilities, taken as a whole, as compared to other participants engaged in the industries and geographies in which Sellers operate.

~~(ff)~~ ~~(dd)~~—“Order” means any order, injunction, order, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

~~(gg)~~ ~~(ee)~~—“Ordinary Course” means the ordinary and usual course of operations of the Acquired Business consistent with past practice and taking into account the commencement and pendency of the Bankruptcy Case.

~~(hh)~~ ~~(ff)~~—“Permitted Encumbrances” means (i) Encumbrances for utilities and current Taxes not yet due and payable, the nonpayment of which is permitted or required by the Bankruptcy Code, or otherwise being contested in good faith, and for which adequate reserves have been established in accordance with GAAP; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets to which it applies, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) Intellectual Property Agreements and licenses granted on a non-exclusive basis, (vi) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion, (vii) any Encumbrances set forth on Schedule 11.1(ff), and (viii) any Encumbrances that will be removed or released by operation of the Sale Order.

~~(ii)~~ ~~(gg)~~—“Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

~~(jj)~~ ~~(hh)~~—“Personal Information” means, in addition to any definition provided by the Company or any Subsidiary for any similar term (e.g., “personally identifiable information” or “PII”) in any published privacy policy, all information regarding or reasonably capable of being associated with an individual person or device, including (a) information that identifies, could reasonably be used to identify or is otherwise identifiable with an individual, including name, physical address, telephone number, email address, financial account number or government-issued identifier (including Social Security number and driver’s license number), medical, health or insurance information, gender, date of birth, educational or employment information, religious or political views or affiliations, marital or other status, and any other data used or intended to be used to identify, contact or precisely locate an individual (e.g., geolocation data), (b) any data regarding an individual’s activities online or on a mobile device or other application (e.g., searches conducted, web pages or content visited or viewed) and (d) Internet Protocol addresses, unique device identifiers or other persistent identifiers. Personal Information may relate to any individual, including a current, prospective or former customer or employee of

any Person. Personal Information includes information in any form, including paper, electronic and other forms.

~~(kk)~~ ~~(ii)~~—“PI Databases” means the sale, transfer, assignment, conveyance, and delivery to Purchaser of (i) User Data or (ii) any data or information in electronic or other database containing (in whole or in part) Personal Information, in each case, collected and maintained by or for the Company or any of Subsidiary as of the date of the Closing, and included in the Acquired Assets.

~~(ll)~~ ~~(jj)~~—“Pre-Closing Tax Period” means any Tax period ending on or before the Closing.

~~(mm)~~ ~~(kk)~~—“Privacy Laws” means all applicable Laws concerning data protection, privacy, security or other similar applicable Laws.

~~(nn)~~ ~~(ll)~~—“Purchaser Group” means Purchaser, Guarantor, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

~~(oo)~~ ~~(mm)~~—“Reference Date” means January 1, 2017.

~~(pp)~~ ~~(nn)~~—“Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the Sale Order.

~~(qq)~~ ~~(oo)~~—“Sale Order” means an Order of the Bankruptcy Court reasonably acceptable to the Parties approving this Agreement and authorizing the Sellers to undertake the transactions contemplated hereunder.

~~(rr)~~ ~~(pp)~~—“SEC” means the U.S. Securities and Exchange Commission.

~~(ss)~~ ~~(qq)~~—“Seller Parties” means Sellers and the Company’s Subsidiaries and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

~~(tt)~~ ~~(rr)~~—“Social Media Account” means an account registration with a social media platform, such as Facebook, Instagram, Twitter, Pinterest, Google and the like, and includes handle names.

~~(uu)~~ ~~(ss)~~—“Software” means computer programs, operating systems, applications, firmware and other code, including all related source code, object code, application programming interfaces, data files, databases, protocols, specifications, and all documentation thereof.

~~(vv)~~ ~~(tt)~~—“Straddle Period” means any Tax period beginning on or before, and ending after, the Closing Date.

(ww) ~~(uu)~~ “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(xx) ~~(vv)~~ “Systems” means computers, computer systems, servers, hardware, firmware, middleware, networks, servers, workstations, routers, hubs, switches, data communication equipment and lines, telecommunications equipment and lines, co-location facilities and equipment, and all other information technology equipment and related items of automated or computerized systems, including any outsourced systems and processes (e.g., hosting locations) and all associated documentation.

(yy) ~~(ww)~~ “Tax” or “Taxes” means any federal, state, local, foreign or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, customs, duties, alternative minimum, estimated tax, or other taxes, fees, assessments or charges of any kind whatsoever, including any interest, penalty or addition thereto and any interest in respect of such additions or penalties.

(zz) ~~(xx)~~ “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

(aaa) ~~(yy)~~ “Trade Secrets” means trade secrets, industrial secret rights, and rights in know-how, data and confidential or proprietary business or technical information, in all cases that derives independent economic value, whether actual or potential, from not being known to, and not being readily ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(bbb) ~~(zz)~~ “Transaction Documents” means this Agreement and all other agreements and documents contemplated to be executed by a Party in connection with the transactions contemplated hereby.

(ccc) ~~(aaa)~~ “Transferred Trademarks” means all trademarks and service marks (common law or otherwise, registered or not registered), registrations and all applications therefor (including intent to use applications) included in the Acquired Assets.

(ddd) ~~(bbb)~~ “User Data” shall mean any Personal Information or other data or information collected and maintained by or on behalf of the Company or any Subsidiary from any Social Media Account or the E-Commerce Platform.

11.2 Index of Defined Terms.

Acquired Assets 6

SCHEDULES

to the

ASSET PURCHASE AGREEMENT

BY AND AMONG

PIER 1 IMPORTS, INC.,

THE OTHER SELLERS PARTY THERETO,

AND

PIER 1 IMPORTS ONLINE, INC.

JULY 1, 2020

**SCHEDULES
TO
ASSET PURCHASE AGREEMENT**

This document and the attachments hereto (each of which is incorporated by reference herein) constitute the Schedules (the "Schedules") referred to in the Asset Purchase Agreement, dated as of July 1, 2020 (the "Agreement"), by and among Pier 1 Imports, Inc., a Delaware corporation (the "Company"), the other direct and indirect wholly-owned Subsidiaries of the Company that are signatories thereto (together with the Company, the "Sellers"), and Pier 1 Imports Online, Inc., a Delaware corporation ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the respective meaning assigned to such terms in the Agreement.

Pursuant to the terms of the Agreement, the Schedules are incorporated in and a part of the Agreement as if set forth in full therein, and are therefore, without limitation and for the avoidance of doubt, subject to Section 10.10 of the Agreement.

Schedule 1.1(a)

Assigned Contracts

None.

Schedule 1.1(b)

Intellectual Property

(i)

U.S. and Foreign Patents

Title	Country	Application No./ Filing Date	Registration No./ Registration Date	Status	Expiration Date	Current Owner of Record
Rockasan	U.S.	29/361,791 14-MAY-2010	D656326 27-MAR-2012	Issued	27-MAR-2026	Pier 1 Services Company
Rockasan base	U.S.	29/361,788 14-MAY-2010	D653478 07-FEB-2012	Issued	07-FEB-2026	Pier 1 Services Company
Chair	Canada	137838 09-NOV-2010	137838 20-JUL-2011	Issued	20-JUL-2021	Pier 1 Services Company
Chair base	Canada	137839 09-NOV-2010	137839 20-JUL-2011	Issued	20-JUL-2021	Pier 1 Services Company
Industrial model of frame for chair	Mexico	MX/F/2010/03026 12-NOV-2010	MX35546B 08-FEB-2012	Issued	12-NOV-2025	Pier 1 Services Company
Industrial base model for chair frame	Mexico	MX/F/2010/03025 12-NOV-2010	MX35545B 08-FEB-2012	Issued	12-NOV-2025	Pier 1 Services Company

Patents or inventions owned by the Sellers that are or have been incorporated, in whole or on part, in any product previously sold by the Sellers or their Affiliates.

(ii)

U.S. and Foreign Trademarks

Mark	Jurisdiction	Appln. No.	Registration No.	Registration Date	Status	Owner Name
ASIAN SPICE	U.S.	77351311	3475821	29-Jul-2008	Registered	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)
BUFFET STYLE	Canada	1587056	851248	21-May-2013	Registered	Pier 1 Services Company
BUFFET STYLE	Mexico	1348781	1367865	16-May-2013	Registered	Pier 1 Services Company
CHEER 1 IMPORTS	Canada	1568243	859681	09-Sep-2013	Registered	Pier 1 Services Company
CITRUS CILANTRO	U.S.	86126473	4563704	08-Jul-2014	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
CLOUD STEP	Canada	1587057	851285	21-May-2013	Registered	Pier 1 Services Company
CLOUD STEP	U.S.	85658955	4422747	22-Oct-2013	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
COCONUT ISLES	Canada	1785295	1001380	24-Jul-2018	Registered	Pier 1 Services Company
COCONUT ISLES	U.S.	86842210	5126990	24-Jan-2017	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
DECO WICK	Canada	1865879	TMA1048612	13-Aug-2019	Registered	Pier 1 Services Company
DECO WICK	Mexico	1972892	1850655	23-Feb-2018	Registered	Pier 1 Services Company
ENCHANTE D PARADISE	Canada	1785292	1001379	24-Jul-2018	Registered	Pier 1 Services Company

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ENCHANTE D PARADISE	U.S.	86842299	5016796	09-Aug-2016	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
FIND WHAT SPEAKS TO YOU	Canada	1526356	TMA865635	21-Nov-2013	Registered	Pier 1 Services Company
FIND WHAT SPEAKS TO YOU	U.S.	85310794	4070374	13-Dec-2011	Registered	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)
GINGER PEACH	U.S.	86286630	4652927	09-Dec-2014	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
GLIMMER STRINGS	Canada	1626216	884646	25-Aug-2014	Registered	Pier 1 Services Company
GLIMMER STRINGS	U.S.	85914543	4735807	12-May- 2015	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
ISLAND ORCHARD	U.S.	77351657	3471886	22-Jul-2008	Registered	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)
ISLAND ORCHARD	U.S.	77351669	3603752	07-Apr-2009	Registered	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)

Mark	Jurisdiction	Appln. No.	Registration No.	Registration Date	Status	Owner Name
LIGHT MY LANTERN	Canada	1641777	902489	29-Apr-2015	Registered	Pier 1 Services Company
LIGHT MY LANTERN	Mexico	1348780	1367864	16-May-2013	Registered	Pier 1 Services Company
OCEANS	U.S.	75559696	2448618	08-May-2001	Registered	Pier 1 Services Company
OCEANS	U.S.	77351676	3484056	12-Aug-2008	Registered	Managing Trustee of Pier 1 Services Company
PARK AVENUE PUPPIES	Canada	1785296	1001398	24-Jul-2018	Registered	Pier 1 Services Company
PARK AVENUE PUPPIES	U.S.	86841482	5016773	09-Aug-2016	Registered	Managing Trustee of Pier 1 Services Company (Delaware Trust)
PIER	China (People's Republic)	201328595	10823444	07-Nov-2013	Registered	Pier 1 Licensing, Inc.
PIER 1	Austria	AM357698	179118	23-Nov-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Austria	AM392298	179119	23-Nov-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19759	19759	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19760	19760	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19761	19761	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19762	19762	02-Jul-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19763	19763	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19764	19764	30-Apr-1998	Registered	Pier 1 Licensing, Inc.

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PIER 1	Bahamas	19765	19765	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19766	19766	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19767	19767	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19768	19768	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19769	19769	04-Jun-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19770	19770	30-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Belize	641609	641609	14-Jun-2010	Registered	Pier 1 Licensing, Inc.
PIER 1	Bermuda	28850	28850	06-Nov-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bermuda	28851	28851	26-Oct-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bermuda	28852	28852	10-Nov-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Brazil	819650498	819650498	22-Jun-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Bulgaria	38321	6640	08-May-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Bulgaria	38322	32752	27-Mar-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Canada	1129597	599095	12-Jan-2004	Registered	Pier 1 Services Company
PIER 1	Colombia	11098982	450637	31-May-2012	Registered	Pier 1 Licensing, Inc.
PIER 1	Colombia	11098985	452887	07-Jun-2012	Registered	Pier 1 Licensing, Inc.
PIER 1	Colombia	11098986	451142	07-Jun-2012	Registered	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appln. No.	Registration No.	Registration Date	Status	Owner Name
PIER 1	Costa Rica	20070011704	181405	24-Oct-2008	Registered	Pier 1 Licensing, Inc.
PIER 1	Costa Rica	2013007485	235385	09-May-2014	Registered	Pier 1 Licensing, Inc.
PIER 1	Costa Rica	2013007486	235386	09-May-2014	Registered	Pier 1 Licensing, Inc.
PIER 1	Denmark	VA199702256	VR199801597	03-Apr-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Finland	T199701879	212097	15-Dec-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Germany	398323372	39832337	01-Sep-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Germany	398343071	39834307	14-Dec-2000	Registered	Pier 1 Licensing, Inc.
PIER 1	Guatemala	2007007139	195357	07-Apr-2014	Registered	Pier 1 Licensing, Inc.
PIER 1	Guatemala	2007007140	202251	12-Aug-2014	Registered	Pier 1 Licensing, Inc.
PIER 1	Guatemala	2007007141	193691	04-Feb-2014	Registered	Pier 1 Licensing, Inc.
PIER 1	Honduras	2819407	104763	08-May-2008	Registered	Pier 1 Licensing, Inc.
PIER 1	Honduras	3892907	104276	02-Apr-2008	Registered	Pier 1 Licensing, Inc.
PIER 1	Hungary	M9701667	151958	04-May-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Iceland	5571997	V00267608	25-Sep-1997	Registered	Pier 1 Licensing, Inc.
PIER 1	Indonesia	D0070031966919840	IDM000022666	07-Dec-2004	Registered	Pier 1 Licensing, Inc.
PIER 1	Indonesia	J0020030563705701	IDM000564358	26-Feb-2004	Registered	Pier 1 Licensing, Inc.
PIER 1	Ireland	971725	207310	20-Oct-1999	Registered	Pier 1 Licensing, Inc.

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PIER 1	Korea, Republic of	9713256	40-416552	17-Aug-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Malaysia	2018007030			Pending	Pier 1 Licensing, Inc.
PIER 1	Malaysia	2018007031			Pending	Pier 1 Licensing, Inc.
PIER 1	Malaysia	2018007032			Pending	Pier 1 Licensing, Inc.
PIER 1	Mexico	280622	538482	29-Nov-1996	Registered	Pier 1 Licensing, Inc.
PIER 1	New Zealand	293500	293500	15-Apr-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	New Zealand	293501	293501	15-Apr-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	New Zealand	294159	294159	07-Sep-2000	Registered	Pier 1 Licensing, Inc.
PIER 1	Nicaragua	2011003892	2013098443	25-Jul-2013	Registered	Pier 1 Licensing, Inc.
PIER 1	Panama	95076	95076	24-Feb-2000	Registered	Pier 1 Licensing, Inc.
PIER 1	Panama	95077	95077	24-Feb-2000	Registered	Pier 1 Licensing, Inc.
PIER 1	Panama	95078	95078	24-Feb-2000	Registered	Pier 1 Licensing, Inc.
PIER 1	Peru	68680	50577	23-Nov-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Peru	68681	50353	13-Nov-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Qatar	18925	18925	08-Feb-2005	Registered	Pier 1 Licensing, Inc.
PIER 1	Qatar	18926	18926	08-Feb-2005	Registered	Pier 1 Licensing, Inc.
PIER 1	Qatar	18927	18927	08-Feb-2005	Registered	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Registration Date	Status	Owner Name
PIER 1	Russian Federation	99707026	168599	16-Oct-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Spain	2168395	2168395	20-Jul-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Spain	2168396	2168396	05-Feb-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Spain	2179152	2179152	20-Jan-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Sweden	199704262	334046	10-Dec-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Taiwan	086015122	99984	01-May-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Taiwan	086015123	00811328	01-Aug-1998	Registered	Pier 1 Licensing, Inc.
PIER 1	Taiwan	086015124	00840709	16-Feb-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Taiwan	087043741	00116868	01-Nov-1999	Registered	Pier 1 Licensing, Inc.
PIER 1	Thailand	326719	108867	17-Feb-2000	Registered	Pier 1 Licensing, Inc.
PIER 1	United Kingdom	2067155	2067155	19-Dec-1997	Registered	Pier 1 Licensing, Inc.
PIER 1	United Kingdom	2257651	2257651	15-Jun-2001	Registered	Pier 1 Licensing, Inc.
PIER 1	U.S.	73157477	1104059	10-Oct-1978	Registered	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1	U.S.	88593308	6002617	03-Mar-2020	Registered	Managing Trustee of Pier 1 Services Company
PIER 1	Vietnam	4201000463	182706	10-Apr-2012	Registered	Pier 1 Licensing, Inc.

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PIER 1 (in Katakana)	Japan	H09109883	4356328	28-Jan-2000	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Argentina	3658447			Published	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Australia	620132	620132	07-Jan-1994	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Australia	620133	620133	14-Dec-1994	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Australia	739691	739691	15-Apr-1999	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Bahrain	59397	2269	30-May-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Bahrain	59497	21952	23-Dec-2000	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Bahrain	59597	21953	23-Dec-2000	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Belize	641409	7444.11	10-Jan-2011	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Brazil	817400150	817400150	08-Aug-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Brazil	817402012	817402012	19-Oct-1999	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Canada	1129599	599519	15-Jan-2004	Registered	Pier 1 Services Company
PIER 1 IMPORTS	Chile	293860	1186819	06-Nov-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	China (People's Republic)	10823445	10823445	14-May-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	China (People's Republic)	10823446	10823446	28-Jul-2013	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	China (People's Republic)	14299031	14299031	21-May-2015	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Colombia	11098990	451143	07-Jun-2012	Registered	Pier 1 Licensing, Inc.

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PIER 1 IMPORTS	Colombia	11098992	451144	07-Jun-2012	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Colombia	11098995	451145	07-Jun-2012	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Costa Rica	2013007484	235384	09-May-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Costa Rica	2013007488	235648	09-May-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Costa Rica	2013007489	235603	16-May-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042518	239 Book 41	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042519	247 Book 41	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042520	32 Book 42	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042521	15 Book 42	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042546	29 Book 42	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042522	178 Book 43	12-Jul-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042523	246 Book 41	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042524	207 Book 48	06-Oct-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042525	143 Book 43	11-Jul-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042527	9 Book 42	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042528	5 Book 42	17-Jun-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042529	162 Book 62	12-May-2006	Registered	Pier 1 Licensing, Inc.

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PIER 1 IMPORTS	Greece	133025	133025	19-Nov-2002	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	1993004503	7127	06-Jun-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	2007007142	193694	04-Feb-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	2007007143	193924	03-Mar-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	2007007144	193928	03-Mar-2014	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Honduras	2819507	104427	08-Apr-2008	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Honduras	3893107	104296	02-Apr-2008	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Hong Kong	199804207A A	199804207A A	05-May-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	India	595544	595544	27-Apr-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	India	857281	857281	23-Dec-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Indonesia	D002010004 621	IDM0003138 48	22-Jul-2011	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Israel	97825	97825	01-Sep-1996	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Israel	97826	97826	01-Sep-1996	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Israel	122040	122040	05-Mar-2000	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H05072403	3199234	30-Sep-1996	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H08049832	4100942	09-Jan-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H08049833	4137655	17-Apr-1998	Registered	Pier 1 Licensing, Inc.

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PIER 1 IMPORTS	Japan	H10051100	4353866	21-Jan-2000	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Korea, Republic of	9336993	40319138	03-Aug-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Kuwait	37311	47751	18-Feb-2004	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Malaysia	93004655	93004655	12-Feb-2018	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	180160	447420	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	180161	465838	07-Jul-1994	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181261	447430	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181263	447431	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181264	447432	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181265	447433	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181266	447434	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181267	447435	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181268	447436	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181269	447437	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181270	447438	26-Nov-1993	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	New Zealand	817051	817051	10-Jun-2010	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Nicaragua	2011004141	2013098444	25-Jul-2013	Registered	Pier 1 Licensing, Inc.

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PIER 1 IMPORTS	Oman	15168	15168	28-Oct-2002	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Oman	15169	15169	02-Nov-2002	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Oman	15170	15170	02-Nov-2002	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Paraguay	422378	422378	21-Nov-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Peru	263663	17404	21-Jul-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Peru	623226	P00017501	24-Jul-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Philippines	4201600007019	4201600007019	15-Sep-2016	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Saudi Arabia	28725	141503116	17-Apr-1996	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Singapore	T9303696Z	T9303696Z	28-Feb-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Taiwan	086015119	00099983	01-May-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Taiwan	086015120	00811318	01-Aug-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Taiwan	086015121	00840696	16-Feb-1999	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Thailand	244956	16932	15-Sep-1994	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Thailand	244957	1755	30-Sep-1994	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Turkey	5554	185164	26-Oct-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Turkey	8276	187270	29-Dec-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	United Kingdom	2067158	2067158	15-May-1998	Registered	Pier 1 Licensing, Inc.

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PIER 1 IMPORTS	United Kingdom	2257652	2257652	08-Jun-2001	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	U.S.	72407022	948076	28-Nov-1972	Registered	Managing Trustee of Pier 1 Services Company
PIER 1 IMPORTS	U.S.	73813988	1620518	30-Oct-1990	Registered	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1 IMPORTS	U.S.	77354497	3507640	30-Sep-2008	Registered	Managing Trustee of Pier 1 Services Company
PIER 1 IMPORTS	Vietnam	4201000464	182707	10-Apr-2012	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Yemen, Republic of	10490	8921	20-Sep-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Yemen, Republic of	10491	9423	20-Sep-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Yemen, Republic of	10492	9128	20-Sep-1998	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Commercial Establishment)	Chile	293861	1186820	06-Nov-1995	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Commercial Establishment)	Chile	1171153	1204525	05-Jun-2016	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (in Katakana)	Japan	H09109884	4356329	28-Jan-2000	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Slogan)	Paraguay	9504705	467914	26-Nov-1996	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Slogan)	Paraguay	9504706	456224	26-Nov-1996	Registered	Pier 1 Licensing, Inc.

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PIER 1 IMPORTS (Stylized)	Hong Kong	302486124	302486124	08-Oct-2013	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Hong Kong	300869158	300869158	10-May-2017	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	India	1557499	1557499	31-Mar-2009	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Singapore	T0711204F	T0711204F	11-May-2009	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Singapore	T1203766I	T1203766I	16-Aug-2012	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Singapore	T1205634E	T1205634E	07-May-2013	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	U.S.	75421938	2228300	02-Mar-1999	Registered	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1 IMPORTS (Stylized/Blue on White)	U.S.	75429262	2225972	23-Feb-1999	Registered	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1 IMPORTS (Stylized/White on Blue)	U.S.	75429258	2225971	23-Feb-1999	Registered	Managing Trustee of Pier 1 Services Company, Pier 1 Holdings, Inc.
PIER 1 IMPORTS Stylized (2015)	Canada	1888282			Published	Pier 1 Services Company
PIER 1 IMPORTS Stylized (2015)	U.S.	86734803	4955445	10-May-2016	Registered	Managing Trustee of Pier 1 Services Company

Mark	Jurisdiction	Appln. No.	Registration No.	Registration Date	Status	Owner Name
PIER 1 KIDS	Mexico	684588	900844	26-Sep-2005	Registered	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Canada	336637	182573	21-Apr-1972	Registered	Pier 1 Services Company
PIERFORM ANCE	Canada	1977949			Pending	Pier 1 Services Company
PIERFORM ANCE	U.S.	88575026			Allowed	Managing Trustee of Pier 1 Services Company
PUPASAN	Canada	1700641	968107	12-Apr-2017	Registered	Pier 1 Services Company
PUPASAN	U.S.	86440278	4937657	12-Apr-2016	Registered	Managing Trustee of Pier 1 Services Company
ROCKASAN	Canada	1466828	783110	23-Nov-2010	Registered	Pier 1 Services Company
ROCKASAN	Indonesia	D002010003 976	IDM0003128 13	22-Jul-2011	Registered	Pier 1 Licensing, Inc.
SEA AIR	Canada	1785288	1001378	24-Jul-2018	Registered	Pier 1 Services Company
SEA AIR	U.S.	86842358	5016800	09-Aug-2016	Registered	Managing Trustee of Pier 1 Services Company.
SIZZLEWICK	Canada	1634956	924731	04-Jan-2016	Registered	Pier 1 Services Company
SPECIAL FINDS	Canada	1334161	805458	29-Aug-2011	Registered	Pier 1 Services Company

Mark	Jurisdiction	Appl. No.	Registration No.	Registration Date	Status	Owner Name
SPECIAL FINDS	U.S.	78444633	2987585	23-Aug-2005	Registered	The Trustee of Pier 1 Services Company, a Delaware Trust, the Managing Trustee Comprising, Pier 1 Holdings, Inc., a Delaware Corporation
SWINGASAN	Canada	1557351	859219	04-Sep-2013	Registered	Pier 1 Services Company
SWINGASAN	U.S.	85314560	4124535	10-Apr-2012	Registered	Managing Trustee of Pier 1 Services Company
SWIVELASAN	Canada	1634958	896641	17-Feb-2015	Registered	Pier 1 Services Company
TASTING PARTY	Canada	1587058	851249	21-May-2013	Registered	Pier 1 Services Company
THE PIER	China (People's Republic)	6053914	6053914	28-Oct-2010	Registered	Pier 1 Licensing, Inc.
THE PIER	Guatemala	2007007145	193919	03-Mar-2014	Registered	Pier 1 Licensing, Inc.
THE PIER	Guatemala	2007007146	193918	03-Mar-2014	Registered	Pier 1 Licensing, Inc.
THE PIER	Guatemala	2007007147	193359	27-Jan-2014	Registered	Pier 1 Licensing, Inc.
THE PIER	Hong Kong	300869167	300869167	06-Oct-2009	Registered	Pier 1 Licensing, Inc.
THE PIER	India	1557500	1557500	31-Mar-2009	Registered	Pier 1 Licensing, Inc.
THE PIER	Mexico	878005	1055114	25-Aug-2008	Registered	Pier 1 Licensing, Inc.
THE PIER	Mexico	878006	1029953	13-Mar-2008	Registered	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Registration Date	Status	Owner Name
THE PIER	Mexico	878008	1127990	28-Oct-2009	Registered	Pier 1 Licensing, Inc.
THE PIER	Singapore	T0711208I	T0711208I	28-Sep-2007	Registered	Pier 1 Licensing, Inc.
THE PIER	Singapore	T0711209G	T0711209G	26-Nov-2009	Registered	Pier 1 Licensing, Inc.
THE PIER	Singapore	T0711211I	T0711211I	16-Oct-2008	Registered	Pier 1 Licensing, Inc.
THIS IS ME	Canada	1884943			Pending	Pier 1 Services Company
THIS IS ME	U.S.	87729047	5752356	14-May-2019	Registered	Managing Trustee of Pier 1 Services Company
TRADE PERKS	Canada	1833644	1078409	12-May-2020	Registered	Pier 1 Services Company
TRADE PERKS	U.S.	87416707	5440047	03-Apr-2018	Registered	Managing Trustee of Pier 1 Services Company
TWISTASAN	Canada	1634957	899285	20-Mar-2015	Registered	Pier 1 Services Company
SQUARASAN	U.S.	86530608	4812270	15-Sep-2015	Registered	Managing Trustee of Pier 1 Services Company

All trademark rights owned by the Sellers that are or have been used, in whole or on part, in association with any product or service sold or provided by the Sellers or their Affiliates.

(iii)

U.S. Copyright Registrations

Title	Registration No.	Registration Date	Owner
Asian bells	VA0001050080	2000	Pier 1 Imports (US) Inc.
Bridal design	VA0000878855	1997	Pier 1 Imports (US), Inc.
Fall coffee/teapot	VA0000909336	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Stained glass orange flower clock face with bee pendulum	VA0000918632	1998	Pier 1 Imports (US) Inc.
Star struck	VA0000878785	1994	Pier 1 Imports (US), Inc.
Three panel pumpkin mantel screen	VA0000885171	1997	Pier 1 Imports (US), Inc.
Topiary	VA0000909335	1997	Pier 1 Imports (US), Inc.
Wine rack with leaf design	VA0000935332	1998	Pier 1 Imports (US) Inc.
2004 snowflake.	VAu000642748	2004	Pier 1 Imports (US), Inc.
Airplane bookends.	VAu000424408	1997	Pier 1 Imports (US), Inc.
Airplane peg hook.	VAu000407813	1997	Pier 1 Imports (US), Inc.
Angel stand.	VAu000414415	1997	Pier 1 Imports (US), Inc.
Angel--A wooden handcarved ornament.	VAu000377382	1996	Pier 1 Import (US), Inc.
Angels.	VAu000392842	1997	Pier 1 Imports (US) Inc.
Bottlestopper : no. E.	VAu000411204	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. F.	VAu000411206	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. G.	VAu000411205	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. H.	VAu000411208	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. I.	VAu000411207	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. J.	VAu000411209	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. X.	VAu000411203	1997	Pier 1 Imports (US), Inc.
Bottlestopper A.	VAu000409199	1997	Pier 1 Imports (US), Inc.
Bottlestopper B.	VAu000409198	1997	Pier 1 Imports (US), Inc.
Bottlestopper C.	VAu000409200	1997	Pier 1 Imports (US), Inc.
Bottlestopper S.	VAu000409203	1997	Pier 1 Imports (US), Inc.
Bottlestopper T.	VAu000409204	1997	Pier 1 Imports (US), Inc.
Bottlestopper U.	VAu000409202	1997	Pier 1 Imports (US), Inc.
Bottlestopper V.	VAu000409201	1997	Pier 1 Imports (US), Inc.
Bottlestopper--0.	VAu000409185	1997	Pier 1 Imports (US), Inc.
Bottlestopper--L.	VAu000409189	1997	Pier 1 Imports (US), Inc.
Bottlestopper--M.	VAu000409188	1997	Pier 1 Imports (US), Inc.
Bottlestopper--N.	VAu000409187	1997	Pier 1 Imports (US), Inc.
Bottlestopper--P.	VAu000409186	1997	Pier 1 Imports (US), Inc.
Bottlestopper--R.	VAu000409184	1997	Pier 1 Imports (US), Inc.
Bottlestopper--W.	VAu000409190	1997	Pier 1 Imports (US), Inc.
Bright fish.	VA0000864420	1997	Pier 1 Imports (US), Inc.
Bug bookends.	VAu000417921	1997	Pier 1 Imports (US), Inc.
Bumble bee switch plate cover.	VAu000417922	1997	Pier 1 Imports (US), Inc.
Butterfly.	VAu000642755	2004	Pier 1 Imports (US), Inc.
Carved wood Easter bunny : no. A.	VAu000414475	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Carved wood Easter bunny B.	VAu000409192	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--boat.	VAu000393747	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--drum.	VAu000393741	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--elephant.	VAu000402456	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--rocking horse.	VAu000393740	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--teddy bear.	VAu000393742	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--train.	VAu000402455	1997	Pier 1 Imports (US), Inc.
Carved wood roly poly rabbit : no. A.	VAu000394639	1997	Pier 1 Imports (US), Inc.
Carved wood roly poly rabbit : no. B.	VAu000394640	1997	Pier 1 Imports (US), Inc.
Caterpillar bookends.	VAu000417924	1997	Pier 1 Imports (US), Inc.
Christmas letter box.	VAu000409191	1997	Pier 1 Imports (US), Inc.
Christmas stocking : no. A.	VAu000432462	1998	Pier 1 Imports (US), Inc.
Christmas stocking : no. B.	VAu000432461	1998	Pier 1 Imports (US), Inc.
Christmas stocking : no. C.	VAu000432460	1998	Pier 1 Imports (US), Inc.
Christmas stocking : no. D.	VAu000432459	1998	Pier 1 Imports (US), Inc.
Christmas tree icon.	VA0001358288	2004	Pier 1 Licensing, Inc.
Christmas tree mantel decoration.	VAu000413753	1997	Pier 1 Imports (US), Inc.
Christmas tree stocking hanger A.	VAu000407820	1997	Pier 1 Imports (US), Inc.
Christmas tree stocking hanger B.	VAu000407819	1997	Pier 1 Imports (US), Inc.
Christmas tree stocking hanger.	VAu000407818	1997	Pier 1 Imports (US), Inc.
Christmas tree wood basket.	VAu000409194	1997	Pier 1 Imports (US), Inc.
Christmas tree--A (hanging ornament).	VAu000377375	1996	Pier 1 Import (US), Inc.
Classic toy--growth chart.	VAu000414419	1997	Pier 1 Imports (US), Inc.
Double handled bucket (galvanized daisy scroll)	VA0001032120	1999	Pier 1 Imports (US), Inc.
Dove--A wooden handcarved ornaments.	VAu000377377	1996	Pier 1 Import (US), Inc.
Dragonfly.	VAu000642754	2004	Pier 1 Imports (US), Inc.
DVB423.	VAu000713865	2006	Pier 1 Imports (US), Inc.
Easter basket with white metal bunny handle.	VAu000413343	1997	Pier 1 Imports (US), Inc.
Easter bunnies and Easter eggs.	VAu000412831	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Easter bunny ceramic bank.	VAu000413347	1997	Pier 1 Imports (US), Inc.
Easter rabbits indise.	VAu000412832	1997	Pier 1 Imports (US), Inc.
Fish and chips--A.	VAu000398521	1998	Pier 1 Imports (US), Inc.
Fish and chips--B.	VAu000398520	1998	Pier 1 Imports (US), Inc.
FKH3866.	VAu000713867	2006	Pier 1 Imports (US), Inc.
Flying angel with star and border.	VA0000840770	1996	Pier 1 Imports (US) Inc.
Forest friends.	VAu000392841	1997	Pier 1 Imports (US) Inc.
Frosted resin organic frame.	VAu000378495	1996	Pier 1 Imports (US), Inc.
Frosted resin organic rectangular frame.	VAu000378494	1996	Pier 1 Imports (US), Inc.
Frosted resin organic three opening picture frame.	VAu000378500	1996	Pier 1 Imports (US), Inc.
Frosted resin organic trapezoidal frame.	VAu000378493	1996	Pier 1 Imports (US), Inc.
Garden patchwork.	VAu000414767	1997	Pier 1 Imports (US), Inc.
Gift box--C (hanging ornament)	VAu000377384	1996	Pier 1 Import (US), Inc.
Gift box--D (hanging ornament)	VAu000377383	1996	Pier 1 Import (US), Inc.
Gold resin bird --B (hanging ornament.	VAu000377380	1996	Pier 1 Import (US), Inc.
Gold resin bird--A (hanging ornament.	VAu000377381	1996	Pier 1 Import (US), Inc.
Handcarved blue wooden bird--A (hanging ornament).	VAu000377373	1996	Pier 1 Import (US), Inc.
Handcarved white wooden bird--A (hanging ornament.	VAu000377378	1996	Pier 1 Import (US), Inc.
Handcarved wood cardinal (hanging ornament.	VAu000377379	1996	Pier 1 Import (US), Inc.
Heart stocking hanger.	VAu000407817	1997	Pier 1 Imports (US), Inc.
Holiday Poinsettia.	VAu000971934	2008	Pier 1 Imports (U.S.), Inc.
Incense burner A.	VAu000395101	1997	Pier 1 Imports (US), Inc.
Incense burner B.	VAu000395102	1997	Pier 1 Imports (US), Inc.
Incense burner E.	VAu000395103	1997	Pier 1 Imports (US), Inc.
Incense burner F.	VAu000395108	1997	Pier 1 Imports (US), Inc.
Incense burner G.	VAu000395109	1997	Pier 1 Imports (US), Inc.
Incense burner I.	VAu000395110	1997	Pier 1 Imports (US), Inc.
Jack o'lantern and stake.	VAu000422604	1998	Pier 1 Imports (US), Inc.
Jack-in-the-box switchplate.	VAu000413346	1997	Pier 1 Imports (US), Inc.
Jungle circus gift card.	VAu000409197	1997	Pier 1 Imports (US), Inc.
Jungle circus.	VAu000409196	1997	Pier 1 Imports (US), Inc.

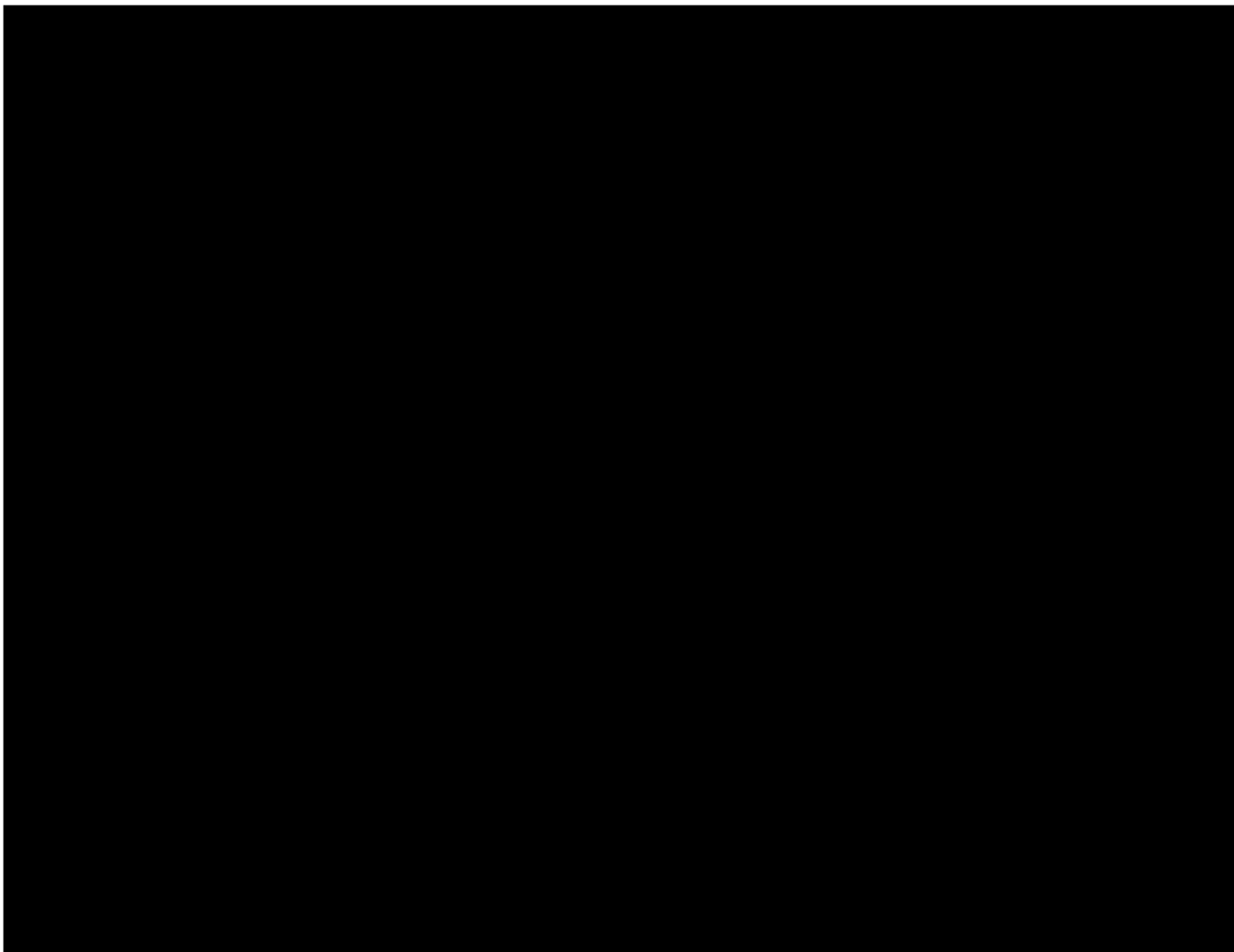
Title	Registration No.	Registration Date	Owner
Ladybug clock.	VAu000427865	1997	Pier 1 Imports (US), Inc.
Ladybug stool.	VAu000427864	1997	Pier 1 Imports (US), Inc.
Ladybug switch plate cover.	VAu000417923	1997	Pier 1 Imports (US), Inc.
Lion face gift card.	VAu000409195	1997	Pier 1 Imports (US), Inc.
Lion's paw.	VAu000642757	2004	Pier 1 Imports (US), Inc.
Market at Pier 1.	VA0000515281	1991	Pier 1 Imports (US) Inc.
Mediterrania pattern floral all-over pattern.	VAu000642750	2004	Pier 1 Imports (US), Inc.
Mediterrania pattern tile design & border motif.	VAu000642749	2004	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger : no. H.	VAu000394643	1997	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger : no. K.	VAu000394644	1997	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger--C.	VAu000415116	1997	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger--F.	VAu000415125	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. B.	VAu000394650	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. D.	VAu000394641	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. G.	VAu000394642	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. L.	VAu000394645	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. M.	VAu000394646	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. N.	VAu000394647	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. O.	VAu000394648	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. Q.	VAu000394649	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. S.	VAu000414478	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. T.	VAu000414477	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. U.	VAu000414479	1997	Pier 1 Imports (US), Inc.
Mini Easter egg with hanger : no. Z.	VAu000414480	1997	Pier 1 Imports (US), Inc.
Mischa clown bookends.	VAu000407814	1997	Pier 1 Imports (US), Inc.
Moroccan wall lantern : no. A.	VAu000422605	1998	Pier 1 Imports (US), Inc.
Nautilus shell.	VAu000642756	2004	Pier 1 Imports (US), Inc.
Nine pin garden bowling set.	VAu000450596	1999	Pier 1 Imports (US) Inc.

Title	Registration No.	Registration Date	Owner
Old town.	VAu000392838	1997	Pier 1 Imports (US) Inc.
Paper mache birdbath ornament.	VAu000398522	1998	Pier 1 Imports (US), Inc.
Papier-mache bunny.	VAu000413348	1997	Pier 1 Imports (US), Inc.
Parsley floral.	VAu000642752	2004	Pier 1 Imports (US), Inc.
Resin architectural candleholder : no. A.	VA0000899835	1997	Pier 1 Imports (US), Inc.
Resin architectural candleholder : no. B.	VA0000899834	1997	Pier 1 Imports (US), Inc.
Resin cornucopia.	VAu000393743	1997	Pier 1 Imports (US), Inc.
Resin scarecrow.	VAu000393744	1997	Pier 1 Imports (US), Inc.
Santa face--A wooden handcarved ornament.	VAu000377376	1996	Pier 1 Import (US), Inc.
Santa stocking hanger : no. A.	VAu000378496	1996	Pier 1 Imports (US), Inc.
Santa stocking hanger : no. B.	VAu000378497	1996	Pier 1 Imports (US), Inc.
Santa stocking hanger : no. C.	VAu000378499	1996	Pier 1 Imports (US), Inc.
Santa stocking hanger : no. D.	VAu000378498	1996	Pier 1 Imports (US), Inc.
Santa/reindeer/snowman screen.	VAu000394635	1997	Pier 1 Imports (US), Inc.
Santa's workshop.	VAu000392840	1997	Pier 1 Imports (US) Inc.
Scrollwork shelf with resin tiles.	VAu000378501	1996	Pier 1 Imports (US), Inc.
Single handled bucket (galvanized daisy scroll)	VA0001032118	1999	Pier 1 Imports (US), Inc.
Snow day.	VAu000392839	1997	Pier 1 Imports (US) Inc.
Snowman wood basket.	VAu000409193	1997	Pier 1 Imports (US), Inc.
Spinning top bookends.	VAu000407812	1997	Pier 1 Imports (US), Inc.
Spinning top clock.	VAu000414417	1997	Pier 1 Imports (US), Inc.
Spiral conical.	VAu000642758	2004	Pier 1 Imports (US), Inc.
Spring cottage container.	VAu000394637	1997	Pier 1 Imports (US), Inc.
Star and swirl candleholder.	VA0000727329	1994	Pier 1 Import (US), Inc.
Star stocking hanger.	VAu000407816	1997	Pier 1 Imports (US), Inc.
Starfish.	VAu000642753	2004	Pier 1 Imports (US), Inc.
Sultry artwork.	VAu000713866	2006	Pier 1 Imports (US), Inc.
Talia 2.10.	VAu000713864	2006	Pier 1 Imports (US), Inc.
Teddy bear clock.	VAu000414418	1997	Pier 1 Imports (US), Inc.
Teddy bear peg hook.	VAu000407815	1997	Pier 1 Imports (US), Inc.
Teddy Bear switchplate.	VAu000413342	1997	Pier 1 Imports (US), Inc.
Terra cotta checker board set.	VAu000398519	1998	Pier 1 Imports (US), Inc.
Tile fish.	VAu000642751	2004	Pier 1 Imports (US), Inc.
Top, teddy & drum peg hook.	VAu000414416	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Traditional Christmas ornaments--heart B.	VAu000415117	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--snowflake A.	VAu000415124	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--snowflake B.	VAu000415123	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--snowflake C.	VAu000415122	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--tree A.	VAu000415121	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--tree B.	VAu000415118	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--tree C.	VAu000415119	1997	Pier 1 Imports (US), Inc.
Train peg hook/shelf.	VAu000414420	1997	Pier 1 Imports (US), Inc.
Twelve days of Christmas.	VAu000278140	1998	Pier 1 Imports (US), Inc.
Vase (galvanized daisy scroll)	VA0001032121	1999	Pier 1 Imports (US), Inc.
Water pitcher (galvanized daisy scroll)	VA0001032119	1999	Pier 1 Imports (US), Inc.
Windows.	VAu000392837	1997	Pier 1 Imports (US) Inc.
Wire garden urn ornament : no. A.	VAu000398516	1998	Pier 1 Imports (US), Inc.
Wire garden urn ornament : no. B.	VAu000398515	1998	Pier 1 Imports (US), Inc.
Wisemen glass ornament- -blue.	VAu000417918	1997	Pier 1 Imports (US), Inc.
Wisemen glass ornament- -pink.	VAu000417916	1997	Pier 1 Imports (US), Inc.
Wisemen glass ornament- -purple.	VAu000417917	1997	Pier 1 Imports (US), Inc.
Wood carved reindeer ornament.	VAu000393746	1997	Pier 1 Imports (US), Inc.
Wood carved Santa ornament.	VAu000393745	1997	Pier 1 Imports (US), Inc.
Wood Easter egg on stand.	VAu000414476	1997	Pier 1 Imports (US), Inc.
Wood handcarved elf--A (hanging ornament).	VAu000377372	1996	Pier 1 Import (US), Inc.
Wood handcarved reindeer--A (hanging ornament).	VAu000377371	1996	Pier 1 Import (US), Inc.
Wood handcarved Santa--A (hanging ornament).	VAu000377370	1996	Pier 1 Import (US), Inc.
Wooden birdhouse ornament : no. A.	VAu000400335	1997	Pier 1 Imports (US), Inc.
Wooden birdhouse ornament--B.	VAu000392727	1996	Pier 1 Imports (US), Inc.
Wooden carved snowman ornament.	VAu000393748	1997	Pier 1 Imports (US), Inc.
Wooden caterpillar growth chart.	VAu000417919	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Wooden caterpillar pegboard.	VAu000417920	1997	Pier 1 Imports (US), Inc.
Wooden Easter egg ornament tree.	VAu000413344	1997	Pier 1 Imports (US), Inc.
Wooden handcarved candle--A (hanging ornament).	VAu000377374	1996	Pier 1 Import (US), Inc.
Woodleaf windchime.	VAu000422603	1998	Pier 1 Imports (US), Inc.
Woven bunny container.	VAu000413349	1997	Pier 1 Imports (US), Inc.
Woven carrot container.	VAu000413345	1997	Pier 1 Imports (US), Inc.
Woven chick basket.	VAu000418344	1997	Pier 1 Imports (US), Inc.
Woven daffodil container.	VAu000394638	1997	Pier 1 Imports (US), Inc.
Woven rabbit/bowl basket.	VAu000394636	1997	Pier 1 Imports (US), Inc.
Pier 1 vs. the dust bunnies.	PA0000430303	1989	Pier 1 Imports
So many reasons to love your new home.	TX0005123094	1999	Pier 1 Imports

All copyright rights owned by the Sellers that are or have been incorporated, in whole or on part, in any product previously sold by the Sellers or their Affiliates.

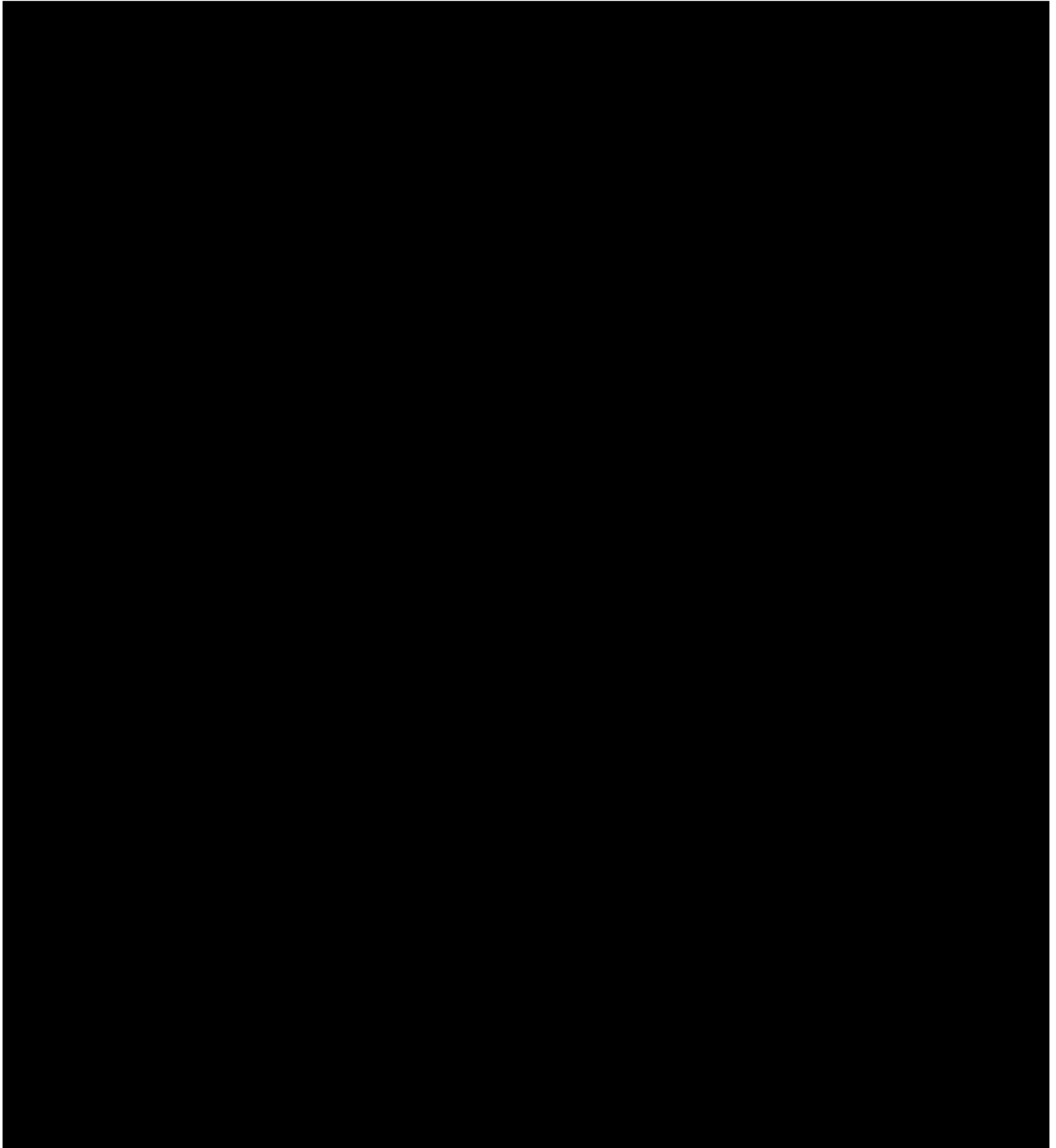


Schedule 3.9

Intellectual Property

(a)

1. The items set forth on Schedule 1.1(b)(i), (ii), and (iii), except those items marked with **, are incorporated by reference herein.



IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of July 30, 2020 (the “Closing Date”), by and among (i) Pier 1 Imports Online, Inc., a Delaware corporation (“Assignee”) and (ii) Pier 1 Imports, Inc., a Delaware corporation (the “Company”), and the subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, each an “Assignor” and collectively “Assignors”). Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of June 30, 2020, by and among the Assignors and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from such Assignors, all of such Assignors’ right, title and interest in, to and under certain Intellectual Property;

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each Party to the other Parties effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, Assignee and Assignors do hereby agree as follows:

I.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. Each Assignor hereby transfers and assigns to Assignee all of such Assignor’s right, title and interest in, to and under the: (i) patents and patent applications listed in Schedule A, (ii) trademark registrations and trademark applications listed in Schedule B, and all goodwill associated therewith; and (iii) copyright registrations listed in Schedule C.

1.3. Recordation. Each Assignor hereby authorizes Assignee to file at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world, this Agreement.

1.4. Excluded Assets. Assignors except, reserve, and exclude all of Assignors’ rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignors do not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of Assignors that are not Acquired Assets.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignors and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court or any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the State of Delaware

Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) ((a) and (b), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Action in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of forum non-conveniens. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.5(c).

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original. At the request of any Party, each other Party hereto

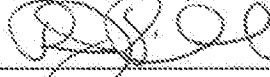
will re-execute original forms of this Agreement and deliver them to all other parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNORS:


PIER 1 IMPORTS, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

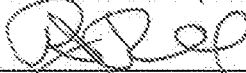
PIER 1 LICENSING, INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIER 1 HOLDINGS, INC.

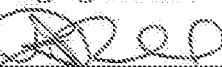
By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

PIER 1 IMPORTS (U.S.), INC.

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer


PIER 1 SERVICES COMPANY

By: PIER 1 HOLDINGS, INC.,
as Managing Trustee

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

ASSIGNEE:

PIER 1 IMPORTS ONLINE, INC.

DocuSigned by:
By: 
Name: Taino Lopez
Title: President

Schedule A - Patents

Title	Country	Application No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
Rockasan	U.S.	29/361,791 14-MAY-2010	D656326 27-MAR-2012	Pier 1 Services Company
Rockasan base	U.S.	29/361,788 14-MAY-2010	D653478 07-FEB-2012	Pier 1 Services Company
Chair	Canada	137838 09-NOV-2010	137838 20-JUL-2011	Pier 1 Services Company
Chair base	Canada	137839 09-NOV-2010	137839 20-JUL-2011	Pier 1 Services Company
Industrial model of frame for chair	Mexico	MX/F/2010/003026 12-NOV-2010	MX35546B 08-FEB-2012	Pier 1 Services Company
Industrial base model for chair frame	Mexico	MX/F/2010/003025 12-NOV-2010	MX35545B 08-FEB-2012	Pier 1 Services Company

Schedule B - Trademarks

Mark	Jurisdiction	Appln. No.	Registration No.	Owner Name
ASIAN SPICE	U.S.	77351311	3475821	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)
BUFFET STYLE	Canada	1587056	851248	Pier 1 Services Company
BUFFET STYLE	Mexico	1348781	1367865	Pier 1 Services Company
CHEER 1 IMPORTS	Canada	1568243	859681	Pier 1 Services Company
CITRUS CILANTRO	U.S.	86126473	4563704	Managing Trustee of Pier 1 Services Company (Delaware Trust)
CLOUD STEP	Canada	1587057	851285	Pier 1 Services Company
CLOUD STEP	U.S.	85658955	4422747	Managing Trustee of Pier 1 Services Company (Delaware Trust)
COCONUT ISLES	Canada	1785295	1001380	Pier 1 Services Company
COCONUT ISLES	U.S.	86842210	5126990	Managing Trustee of Pier 1 Services Company (Delaware Trust)
DECO WICK	Canada	1865879	TMA1048612	Pier 1 Services Company
DECO WICK	Mexico	1972892	1850655	Pier 1 Services Company
ENCHANTED PARADISE	Canada	1785292	1001379	Pier 1 Services Company
ENCHANTED PARADISE	U.S.	86842299	5016796	Managing Trustee of Pier 1 Services Company (Delaware Trust)
FIND WHAT SPEAKS TO YOU	Canada	1526356	TMA865635	Pier 1 Services Company
FIND WHAT SPEAKS TO YOU	U.S.	85310794	4070374	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
GINGER PEACH	U.S.	86286630	4652927	Managing Trustee of Pier 1 Services Company (Delaware Trust)
GLIMMER STRINGS	Canada	1626216	884646	Pier 1 Services Company
GLIMMER STRINGS	U.S.	85914543	4735807	Managing Trustee of Pier 1 Services Company (Delaware Trust)
ISLAND ORCHARD	U.S.	77351657	3471886	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)
ISLAND ORCHARD	U.S.	77351669	3603752	Managing Trustee of Pier 1 Services Company (Delaware Statutory Trust)
LIGHT MY LANTERN	Canada	1641777	902489	Pier 1 Services Company
LIGHT MY LANTERN	Mexico	1348780	1367864	Pier 1 Services Company
OCEANS	U.S.	75559696	2448618	Pier 1 Services Company
OCEANS	U.S.	77351676	3484056	Managing Trustee of Pier 1 Services Company
PARK AVENUE PUPPIES	Canada	1785296	1001398	Pier 1 Services Company
PARK AVENUE PUPPIES	U.S.	86841482	5016773	Managing Trustee of Pier 1 Services Company (Delaware Trust)
PIER	China (People's Republic)	201328595	10823444	Pier 1 Licensing, Inc.
PIER 1	Austria	AM357698	179118	Pier 1 Licensing, Inc.
PIER 1	Austria	AM392298	179119	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19759	19759	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19760	19760	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19761	19761	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1	Bahamas	19762	19762	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19763	19763	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19764	19764	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19765	19765	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19766	19766	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19767	19767	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19768	19768	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19769	19769	Pier 1 Licensing, Inc.
PIER 1	Bahamas	19770	19770	Pier 1 Licensing, Inc.
PIER 1	Belize	641609	641609	Pier 1 Licensing, Inc.
PIER 1	Bermuda	28850	28850	Pier 1 Licensing, Inc.
PIER 1	Bermuda	28851	28851	Pier 1 Licensing, Inc.
PIER 1	Bermuda	28852	28852	Pier 1 Licensing, Inc.
PIER 1	Brazil	819650498	819650498	Pier 1 Licensing, Inc.
PIER 1	Bulgaria	38321	6640	Pier 1 Licensing, Inc.
PIER 1	Bulgaria	38322	32752	Pier 1 Licensing, Inc.
PIER 1	Canada	1129597	599095	Pier 1 Services Company
PIER 1	Colombia	11098982	450637	Pier 1 Licensing, Inc.
PIER 1	Colombia	11098985	452887	Pier 1 Licensing, Inc.
PIER 1	Colombia	11098986	451142	Pier 1 Licensing, Inc.
PIER 1	Costa Rica	200711704	181405	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1	Costa Rica	2013007485	235385	Pier 1 Licensing, Inc.
PIER 1	Costa Rica	2013007486	235386	Pier 1 Licensing, Inc.
PIER 1	Denmark	VA199702256	VR199801597	Pier 1 Licensing, Inc.
PIER 1	Finland	T199701879	212097	Pier 1 Licensing, Inc.
PIER 1	Germany	398323372	39832337	Pier 1 Licensing, Inc.
PIER 1	Germany	398343071	39834307	Pier 1 Licensing, Inc.
PIER 1	Guatemala	2007007139	195357	Pier 1 Licensing, Inc.
PIER 1	Guatemala	2007007140	202251	Pier 1 Licensing, Inc.
PIER 1	Guatemala	2007007141	193691	Pier 1 Licensing, Inc.
PIER 1	Honduras	2819407	104763	Pier 1 Licensing, Inc.
PIER 1	Honduras	3892907	104276	Pier 1 Licensing, Inc.
PIER 1	Honduras	3893207		Pier 1 Licensing, Inc.
PIER 1	Hungary	M9701667	151958	Pier 1 Licensing, Inc.
PIER 1	Iceland	5571997	V00267608	Pier 1 Licensing, Inc.
PIER 1	Indonesia	D0070031966919840	IDM000022666	Pier 1 Licensing, Inc.
PIER 1	Indonesia	J0020030563705701	IDM000564358	Pier 1 Licensing, Inc.
PIER 1	Ireland	971725	207310	Pier 1 Licensing, Inc.
PIER 1	Korea, Republic of	9713256	40-416552	Pier 1 Licensing, Inc.
PIER 1	Malaysia	2018007030		Pier 1 Licensing, Inc.
PIER 1	Malaysia	2018007031		Pier 1 Licensing, Inc.
PIER 1	Malaysia	2018007032		Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1	Mexico	280622	538482	Pier 1 Licensing, Inc.
PIER 1	New Zealand	293500	293500	Pier 1 Licensing, Inc.
PIER 1	New Zealand	293501	293501	Pier 1 Licensing, Inc.
PIER 1	New Zealand	294159	294159	Pier 1 Licensing, Inc.
PIER 1	Nicaragua	2011003892	2013098443	Pier 1 Licensing, Inc.
PIER 1	Panama	95076	95076	Pier 1 Licensing, Inc.
PIER 1	Panama	95077	95077	Pier 1 Licensing, Inc.
PIER 1	Panama	95078	95078	Pier 1 Licensing, Inc.
PIER 1	Peru	68680	50577	Pier 1 Licensing, Inc.
PIER 1	Peru	68681	50353	Pier 1 Licensing, Inc.
PIER 1	Qatar	18925	18925	Pier 1 Licensing, Inc.
PIER 1	Qatar	18926	18926	Pier 1 Licensing, Inc.
PIER 1	Qatar	18927	18927	Pier 1 Licensing, Inc.
PIER 1	Russian Federation	99707026	168599	Pier 1 Licensing, Inc.
PIER 1	Spain	2168395	2168395	Pier 1 Licensing, Inc.
PIER 1	Spain	2168396	2168396	Pier 1 Licensing, Inc.
PIER 1	Spain	2179152	2179152	Pier 1 Licensing, Inc.
PIER 1	Sweden	199704262	334046	Pier 1 Licensing, Inc.
PIER 1	Taiwan	086015122	99984	Pier 1 Licensing, Inc.
PIER 1	Taiwan	086015123	00811328	Pier 1 Licensing, Inc.
PIER 1	Taiwan	086015124	00840709	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1	Taiwan	087043741	00116868	Pier 1 Licensing, Inc.
PIER 1	Thailand	326719	Kor108867	Pier 1 Licensing, Inc.
PIER 1	United Kingdom	2067155	2067155	Pier 1 Licensing, Inc.
PIER 1	United Kingdom	2257651	2257651	Pier 1 Licensing, Inc.
PIER 1	U.S.	73157477	1104059	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1	U.S.	88593308	6002617	Managing Trustee of Pier 1 Services Company
PIER 1	Vietnam	4201000463	182706	Pier 1 Licensing, Inc.
PIER 1 (in Katakana)	Japan	H09109883	4356328	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Argentina	3658447		Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Australia	620132	620132	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Australia	620133	620133	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Australia	739691	739691	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Bahrain	59397	2269	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Bahrain	59497	21952	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Bahrain	59597	21953	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Belize	641409	7444.11	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Brazil	817400150	817400150	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Brazil	817402012	817402012	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Canada	1129599	599519	Pier 1 Services Company

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1 IMPORTS	Chile	293860	1186819	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	China (People's Republic)	10823445	10823445	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	China (People's Republic)	10823446	10823446	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	China (People's Republic)	14299031	14299031	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Colombia	11098990	451143	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Colombia	11098992	451144	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Colombia	11098995	451145	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Costa Rica	2013007484	235384	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Costa Rica	2013007488	235648	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Costa Rica	2013007489	235603	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	425182004	239 Book 41	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	425192004	247 Book 41	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	425202004	32 Book 42	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	425212004	15 Book 42	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	425262004	29 Book 42	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042522	178 Book 43	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042523	246 Book 41	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042524	207 Book 48	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042525	143 Book 43	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042527	9 Book 42	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	El Salvador	2004042528	5 Book 42	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1 IMPORTS	El Salvador	2004042529	162 Book 62	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Greece	133025	133025	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	19934503	7127	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	2007007142	193694	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	2007007143	193924	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Guatemala	2007007144	193928	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Honduras	2819507	104427	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Honduras	3892807		Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Honduras	3893107	104296	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Hong Kong	199804207AA	199804207AA	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	India	595544	595544	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	India	857281	857281	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Indonesia	D002010004621	IDM000313848	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Israel	97825	97825	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Israel	97826	97826	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Israel	122040	122040	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H05072403	3199234	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H08049832	4100942	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H08049833	4137655	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Japan	H10051100	4353866	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Korea, Republic of	9336993	40319138	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1 IMPORTS	Kuwait	37311	47751	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Malaysia	93004655	93004655	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	180160	447420	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	180161	465838	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181261	447430	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181263	447431	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181264	447432	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181265	447433	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181266	447434	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181267	447435	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181268	447436	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181269	447437	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Mexico	181270	447438	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	New Zealand	817051	817051	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Nicaragua	2011004141	2013098444	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Oman	15168	15168	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Oman	15169	15169	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Oman	15170	15170	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Paraguay	422378	422378	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Peru	263663	17404	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Peru	623226	P00017501	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1 IMPORTS	Philippines	4201600007019	4201600007019	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Saudi Arabia	28725	141503116	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Singapore	T9303696Z	T9303696Z	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Taiwan	086015119	99983	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Taiwan	086015120	00811318	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Taiwan	086015121	00840696	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Thailand	244956	Kor16932	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Thailand	244957	Bor1755	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Turkey	5554	185164	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Turkey	8276	187270	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	United Kingdom	2067158	2067158	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	United Kingdom	2257652	2257652	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	U.S.	72407022	948076	Managing Trustee of Pier 1 Services Company
PIER 1 IMPORTS	U.S.	73813988	1620518	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1 IMPORTS	U.S.	77354497	3507640	Managing Trustee of Pier 1 Services Company
PIER 1 IMPORTS	Vietnam	4201000464	182707	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Yemen, Republic of	10490	8921	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Yemen, Republic of	10491	9423	Pier 1 Licensing, Inc.
PIER 1 IMPORTS	Yemen, Republic of	10492	9128	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIER 1 IMPORTS (Commercial Establishment)	Chile	293861	1186820	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Commercial Establishment)	Chile	1171153	1204525	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (in Katakana)	Japan	H09109884	4356329	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Slogan)	Paraguay	9504705	467914	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Slogan)	Paraguay	9504706	456224	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Hong Kong	302486124	302486124	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	India	1557499	1557499	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Singapore	T0711204F	T0711204F	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Singapore	T1203766I	T1203766I	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	Singapore	T1205634E	T1205634E	Pier 1 Licensing, Inc.
PIER 1 IMPORTS (Stylized)	U.S.	75421938	2228300	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1 IMPORTS (Stylized/Blue on White)	U.S.	75429262	2225972	Pier 1 Services Company, Managing Trustee Pier 1 Holdings, Inc.
PIER 1 IMPORTS (Stylized/White on Blue)	U.S.	75429258	2225971	Managing Trustee of Pier 1 Services Company, Pier 1 Holdings, Inc.
PIER 1 IMPORTS Stylized (2015)	Canada	1888282		Pier 1 Services Company
PIER 1 IMPORTS Stylized (2015)	U.S.	86734803	4955445	Managing Trustee of Pier 1 Services Company
PIER 1 KIDS	Mexico	684588	900844	Pier 1 Licensing, Inc.
PIER I IMPORTS	Canada	336637	182573	Pier 1 Services Company

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
PIERFORMANCE	Canada	1977949		Pier 1 Services Company
PIERFORMANCE	U.S.	88575026		Managing Trustee of Pier 1 Services Company
PUPASAN	Canada	1700641	968107	Pier 1 Services Company
PUPASAN	U.S.	86440278	4937657	Managing Trustee of Pier 1 Services Company
ROCKASAN	Canada	1466828	783110	Pier 1 Services Company
ROCKASAN	Indonesia	D002010003976	IDM000312813	Pier 1 Licensing, Inc.
SEA AIR	Canada	1785288	1001378	Pier 1 Services Company
SEA AIR	U.S.	86842358	5016800	Managing Trustee of Pier 1 Services Company.
SIZZLEWICK	Canada	1634956	924731	Pier 1 Services Company
SPECIAL FINDS	Canada	1334161	805458	Pier 1 Services Company
SPECIAL FINDS	U.S.	78444633	2987585	The Trustee of Pier 1 Services Company, a Delaware Trust, the Managing Trustee Comprising, Pier 1 Holdings, Inc., a Delaware Corporation
SWINGASAN	Canada	1557351	859219	Pier 1 Services Company
SWINGASAN	U.S.	85314560	4124535	Managing Trustee of Pier 1 Services Company
SWIVELASAN	Canada	1634958	896641	Pier 1 Services Company
TASTING PARTY	Canada	1587058	851249	Pier 1 Services Company
THE PIER	China (People's Republic)	6053914	6053914	Pier 1 Licensing, Inc.
THE PIER	Guatemala	2007007145	193919	Pier 1 Licensing, Inc.

Mark	Jurisdiction	Appl. No.	Registration No.	Owner Name
THE PIER	Guatemala	2007007146	193918	Pier 1 Licensing, Inc.
THE PIER	Guatemala	2007007147	193359	Pier 1 Licensing, Inc.
THE PIER	Honduras	2819607		Pier 1 Licensing, Inc.
THE PIER	Hong Kong	300869167	300869167	Pier 1 Licensing, Inc.
THE PIER	India	1557500	1557500	Pier 1 Licensing, Inc.
THE PIER	Mexico	878005	1055114	Pier 1 Licensing, Inc.
THE PIER	Mexico	878006	1029953	Pier 1 Licensing, Inc.
THE PIER	Mexico	878008	1127990	Pier 1 Licensing, Inc.
THE PIER	Singapore	T0711208I	T0711208I	Pier 1 Licensing, Inc.
THE PIER	Singapore	T0711209G	T0711209G	Pier 1 Licensing, Inc.
THE PIER	Singapore	T0711211I	T0711211I	Pier 1 Licensing, Inc.
THIS IS ME	Canada	1884943		Pier 1 Services Company
THIS IS ME	U.S.	87729047	5752356	Managing Trustee of Pier 1 Services Company
TRADE PERKS	Canada	1833644	1078409	Pier 1 Services Company
TRADE PERKS	U.S.	87416707	5440047	Managing Trustee of Pier 1 Services Company
TWISTASAN	Canada	1634957	899285	Pier 1 Services Company
SQUARASAN	U.S.	86530608	4812270	Managing Trustee of Pier 1 Services Company

Schedule C - Copyright Registrations

Title	Registration No.	Registration Date	Owner
Asian bells	VA0001050080	2000	Pier 1 Imports (US) Inc.
Bridal design	VA0000878855	1997	Pier 1 Imports (US), Inc.
Fall coffee/teapot	VA0000909336	1997	Pier 1 Imports (US), Inc.
Stained glass orange flower clock face with bee pendulum	VA0000918632	1998	Pier 1 Imports (US) Inc.
Star struck	VA0000878785	1994	Pier 1 Imports (US), Inc.
Three panel pumpkin mantel screen	VA0000885171	1997	Pier 1 Imports (US), Inc.
Topiary	VA0000909335	1997	Pier 1 Imports (US), Inc.
Wine rack with leaf design	VA0000935332	1998	Pier 1 Imports (US) Inc.
2004 snowflake.	VAu000642748	2004	Pier 1 Imports (US), Inc.
Airplane bookends.	VAu000424408	1997	Pier 1 Imports (US), Inc.
Airplane peg hook.	VAu000407813	1997	Pier 1 Imports (US), Inc.
Angel stand.	VAu000414415	1997	Pier 1 Imports (US), Inc.
Angel--A wooden handcarved ornament.	VAu000377382	1996	Pier 1 Import (US), Inc.
Angels.	VAu000392842	1997	Pier 1 Imports (US) Inc.
Bottlestopper : no. E.	VAu000411204	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. F.	VAu000411206	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. G.	VAu000411205	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. H.	VAu000411208	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. I.	VAu000411207	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. J.	VAu000411209	1997	Pier 1 Imports (US), Inc.
Bottlestopper : no. X.	VAu000411203	1997	Pier 1 Imports (US), Inc.
Bottlestopper A.	VAu000409199	1997	Pier 1 Imports (US), Inc.
Bottlestopper B.	VAu000409198	1997	Pier 1 Imports (US), Inc.
Bottlestopper C.	VAu000409200	1997	Pier 1 Imports (US), Inc.
Bottlestopper S.	VAu000409203	1997	Pier 1 Imports (US), Inc.
Bottlestopper T.	VAu000409204	1997	Pier 1 Imports (US), Inc.
Bottlestopper U.	VAu000409202	1997	Pier 1 Imports (US), Inc.
Bottlestopper V.	VAu000409201	1997	Pier 1 Imports (US), Inc.
Bottlestopper--0.	VAu000409185	1997	Pier 1 Imports (US), Inc.
Bottlestopper--L.	VAu000409189	1997	Pier 1 Imports (US), Inc.
Bottlestopper--M.	VAu000409188	1997	Pier 1 Imports (US), Inc.
Bottlestopper--N.	VAu000409187	1997	Pier 1 Imports (US), Inc.
Bottlestopper--P.	VAu000409186	1997	Pier 1 Imports (US), Inc.
Bottlestopper--R.	VAu000409184	1997	Pier 1 Imports (US), Inc.
Bottlestopper--W.	VAu000409190	1997	Pier 1 Imports (US), Inc.
Bright fish.	VA0000864420	1997	Pier 1 Imports (US), Inc.
Bug bookends.	VAu000417921	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Bumble bee switch plate cover.	VAu000417922	1997	Pier 1 Imports (US), Inc.
Butterfly.	VAu000642755	2004	Pier 1 Imports (US), Inc.
Carved wood Easter bunny : no. A.	VAu000414475	1997	Pier 1 Imports (US), Inc.
Carved wood Easter bunny B.	VAu000409192	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--boat.	VAu000393747	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--drum.	VAu000393741	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--elephant.	VAu000402456	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--rocking horse.	VAu000393740	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--teddy bear.	VAu000393742	1997	Pier 1 Imports (US), Inc.
Carved wood ornament--train.	VAu000402455	1997	Pier 1 Imports (US), Inc.
Carved wood roly poly rabbit : no. A.	VAu000394639	1997	Pier 1 Imports (US), Inc.
Carved wood roly poly rabbit : no. B.	VAu000394640	1997	Pier 1 Imports (US), Inc.
Caterpillar bookends.	VAu000417924	1997	Pier 1 Imports (US), Inc.
Christmas letter box.	VAu000409191	1997	Pier 1 Imports (US), Inc.
Christmas stocking : no. A.	VAu000432462	1998	Pier 1 Imports (US), Inc.
Christmas stocking : no. B.	VAu000432461	1998	Pier 1 Imports (US), Inc.
Christmas stocking : no. C.	VAu000432460	1998	Pier 1 Imports (US), Inc.
Christmas stocking : no. D.	VAu000432459	1998	Pier 1 Imports (US), Inc.
Christmas tree icon.	VA0001358288	2004	Pier 1 Licensing, Inc.
Christmas tree mantel decoration.	VAu000413753	1997	Pier 1 Imports (US), Inc.
Christmas tree stocking hanger A.	VAu000407820	1997	Pier 1 Imports (US), Inc.
Christmas tree stocking hanger B.	VAu000407819	1997	Pier 1 Imports (US), Inc.
Christmas tree stocking hanger.	VAu000407818	1997	Pier 1 Imports (US), Inc.
Christmas tree wood basket.	VAu000409194	1997	Pier 1 Imports (US), Inc.
Christmas tree--A (hanging ornament).	VAu000377375	1996	Pier 1 Import (US), Inc.
Classic toy--growth chart.	VAu000414419	1997	Pier 1 Imports (US), Inc.
Double handled bucket (galvanized daisy scroll)	VA0001032120	1999	Pier 1 Imports (US), Inc.
Dove--A wooden handcarved ornaments.	VAu000377377	1996	Pier 1 Import (US), Inc.
Dragonfly.	VAu000642754	2004	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
DVB423.	VAu000713865	2006	Pier 1 Imports (US), Inc.
Easter basket with white metal bunny handle.	VAu000413343	1997	Pier 1 Imports (US), Inc.
Easter bunnies and Easter eggs.	VAu000412831	1997	Pier 1 Imports (US), Inc.
Easter bunny ceramic bank.	VAu000413347	1997	Pier 1 Imports (US), Inc.
Easter rabbits indise.	VAu000412832	1997	Pier 1 Imports (US), Inc.
Fish and chips--A.	VAu000398521	1998	Pier 1 Imports (US), Inc.
Fish and chips--B.	VAu000398520	1998	Pier 1 Imports (US), Inc.
FKH3866.	VAu000713867	2006	Pier 1 Imports (US), Inc.
Flying angel with star and border.	VA0000840770	1996	Pier 1 Imports (US) Inc.
Forest friends.	VAu000392841	1997	Pier 1 Imports (US) Inc.
Frosted resin organic frame.	VAu000378495	1996	Pier 1 Imports (US), Inc.
Frosted resin organic rectangular frame.	VAu000378494	1996	Pier 1 Imports (US), Inc.
Frosted resin organic three opening picture frame.	VAu000378500	1996	Pier 1 Imports (US), Inc.
Frosted resin organic trapezoidal frame.	VAu000378493	1996	Pier 1 Imports (US), Inc.
Garden patchwork.	VAu000414767	1997	Pier 1 Imports (US), Inc.
Gift box--C (hanging ornament)	VAu000377384	1996	Pier 1 Import (US), Inc.
Gift box--D (hanging ornament)	VAu000377383	1996	Pier 1 Import (US), Inc.
Gold resin bird --B (hanging ornament.	VAu000377380	1996	Pier 1 Import (US), Inc.
Gold resin bird--A (hanging ornament.	VAu000377381	1996	Pier 1 Import (US), Inc.
Handcarved blue wooden bird--A (hanging ornament).	VAu000377373	1996	Pier 1 Import (US), Inc.
Handcarved white wooden bird--A (hanging ornament.	VAu000377378	1996	Pier 1 Import (US), Inc.
Handcarved wood cardinal (hanging ornament.	VAu000377379	1996	Pier 1 Import (US), Inc.
Heart stocking hanger.	VAu000407817	1997	Pier 1 Imports (US), Inc.
Holiday Poinsettia.	VAu000971934	2008	Pier 1 Imports (U.S.), Inc.
Incense burner A.	VAu000395101	1997	Pier 1 Imports (US), Inc.
Incense burner B.	VAu000395102	1997	Pier 1 Imports (US), Inc.
Incense burner E.	VAu000395103	1997	Pier 1 Imports (US), Inc.
Incense burner F.	VAu000395108	1997	Pier 1 Imports (US), Inc.
Incense burner G.	VAu000395109	1997	Pier 1 Imports (US), Inc.
Incense burner I.	VAu000395110	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Jack o'lantern and stake.	VAu000422604	1998	Pier 1 Imports (US), Inc.
Jack-in-the-box switchplate.	VAu000413346	1997	Pier 1 Imports (US), Inc.
Jungle circus gift card.	VAu000409197	1997	Pier 1 Imports (US), Inc.
Jungle circus.	VAu000409196	1997	Pier 1 Imports (US), Inc.
Ladybug clock.	VAu000427865	1997	Pier 1 Imports (US), Inc.
Ladybug stool.	VAu000427864	1997	Pier 1 Imports (US), Inc.
Ladybug switch plate cover.	VAu000417923	1997	Pier 1 Imports (US), Inc.
Lion face gift card.	VAu000409195	1997	Pier 1 Imports (US), Inc.
Lion's paw.	VAu000642757	2004	Pier 1 Imports (US), Inc.
Market at Pier 1.	VA0000515281	1991	Pier 1 Imports (US) Inc.
Mediterrania pattern floral all-over pattern.	VAu000642750	2004	Pier 1 Imports (US), Inc.
Mediterrania pattern tile design & border motif.	VAu000642749	2004	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger : no. H.	VAu000394643	1997	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger : no. K.	VAu000394644	1997	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger--C.	VAu000415116	1997	Pier 1 Imports (US), Inc.
Medium size Easter egg ornament with hanger--F.	VAu000415125	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. B.	VAu000394650	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. D.	VAu000394641	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. G.	VAu000394642	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. L.	VAu000394645	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. M.	VAu000394646	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. N.	VAu000394647	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. O.	VAu000394648	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. Q.	VAu000394649	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. S.	VAu000414478	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. T.	VAu000414477	1997	Pier 1 Imports (US), Inc.
Mini Easter egg ornament with hanger : no. U.	VAu000414479	1997	Pier 1 Imports (US), Inc.
Mini Easter egg with hanger : no. Z.	VAu000414480	1997	Pier 1 Imports (US), Inc.
Mischa clown bookends.	VAu000407814	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Moroccan wall lantern : no. A.	VAu000422605	1998	Pier 1 Imports (US), Inc.
Nautilus shell.	VAu000642756	2004	Pier 1 Imports (US), Inc.
Nine pin garden bowling set.	VAu000450596	1999	Pier 1 Imports (US) Inc.
Old town.	VAu000392838	1997	Pier 1 Imports (US) Inc.
Paper mache birdbath ornament.	VAu000398522	1998	Pier 1 Imports (US), Inc.
Papier-mache bunny.	VAu000413348	1997	Pier 1 Imports (US), Inc.
Parsley floral.	VAu000642752	2004	Pier 1 Imports (US), Inc.
Resin architectural candleholder : no. A.	VA0000899835	1997	Pier 1 Imports (US), Inc.
Resin architectural candleholder : no. B.	VA0000899834	1997	Pier 1 Imports (US), Inc.
Resin cornucopia.	VAu000393743	1997	Pier 1 Imports (US), Inc.
Resin scarecrow.	VAu000393744	1997	Pier 1 Imports (US), Inc.
Santa face--A wooden handcarved ornament.	VAu000377376	1996	Pier 1 Import (US), Inc.
Santa stocking hanger : no. A.	VAu000378496	1996	Pier 1 Imports (US), Inc.
Santa stocking hanger : no. B.	VAu000378497	1996	Pier 1 Imports (US), Inc.
Santa stocking hanger : no. C.	VAu000378499	1996	Pier 1 Imports (US), Inc.
Santa stocking hanger : no. D.	VAu000378498	1996	Pier 1 Imports (US), Inc.
Santa/reindeer/snowman screen.	VAu000394635	1997	Pier 1 Imports (US), Inc.
Santa's workshop.	VAu000392840	1997	Pier 1 Imports (US) Inc.
Scrollwork shelf with resin tiles.	VAu000378501	1996	Pier 1 Imports (US), Inc.
Single handled bucket (galvanized daisy scroll)	VA0001032118	1999	Pier 1 Imports (US), Inc.
Snow day.	VAu000392839	1997	Pier 1 Imports (US) Inc.
Snowman wood basket.	VAu000409193	1997	Pier 1 Imports (US), Inc.
Spinning top bookends.	VAu000407812	1997	Pier 1 Imports (US), Inc.
Spinning top clock.	VAu000414417	1997	Pier 1 Imports (US), Inc.
Spiral conical.	VAu000642758	2004	Pier 1 Imports (US), Inc.
Spring cottage container.	VAu000394637	1997	Pier 1 Imports (US), Inc.
Star and swirl candleholder.	VA0000727329	1994	Pier 1 Import (US), Inc.
Star stocking hanger.	VAu000407816	1997	Pier 1 Imports (US), Inc.
Starfish.	VAu000642753	2004	Pier 1 Imports (US), Inc.
Sultry artwork.	VAu000713866	2006	Pier 1 Imports (US), Inc.
Talia 2.10.	VAu000713864	2006	Pier 1 Imports (US), Inc.
Teddy bear clock.	VAu000414418	1997	Pier 1 Imports (US), Inc.
Teddy bear peg hook.	VAu000407815	1997	Pier 1 Imports (US), Inc.
Teddy Bear switchplate.	VAu000413342	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Terra cotta checker board set.	VAu000398519	1998	Pier 1 Imports (US), Inc.
Tile fish.	VAu000642751	2004	Pier 1 Imports (US), Inc.
Top, teddy & drum peg hook.	VAu000414416	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--heart B.	VAu000415117	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--snowflake A.	VAu000415124	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--snowflake B.	VAu000415123	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--snowflake C.	VAu000415122	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--tree A.	VAu000415121	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--tree B.	VAu000415118	1997	Pier 1 Imports (US), Inc.
Traditional Christmas ornaments--tree C.	VAu000415119	1997	Pier 1 Imports (US), Inc.
Train peg hook/shelf.	VAu000414420	1997	Pier 1 Imports (US), Inc.
Twelve days of Christmas.	VAu000278140	1998	Pier 1 Imports (US), Inc.
Vase (galvanized daisy scroll)	VA0001032121	1999	Pier 1 Imports (US), Inc.
Water pitcher (galvanized daisy scroll)	VA0001032119	1999	Pier 1 Imports (US), Inc.
Windows.	VAu000392837	1997	Pier 1 Imports (US) Inc.
Wire garden urn ornament : no. A.	VAu000398516	1998	Pier 1 Imports (US), Inc.
Wire garden urn ornament : no. B.	VAu000398515	1998	Pier 1 Imports (US), Inc.
Wisemen glass ornament--blue.	VAu000417918	1997	Pier 1 Imports (US), Inc.
Wisemen glass ornament--pink.	VAu000417916	1997	Pier 1 Imports (US), Inc.
Wisemen glass ornament--purple.	VAu000417917	1997	Pier 1 Imports (US), Inc.
Wood carved reindeer ornament.	VAu000393746	1997	Pier 1 Imports (US), Inc.
Wood carved Santa ornament.	VAu000393745	1997	Pier 1 Imports (US), Inc.
Wood Easter egg on stand.	VAu000414476	1997	Pier 1 Imports (US), Inc.
Wood handcarved elf--A (hanging ornament).	VAu000377372	1996	Pier 1 Import (US), Inc.
Wood handcarved reindeer--A (hanging ornament).	VAu000377371	1996	Pier 1 Import (US), Inc.
Wood handcarved Santa--A (hanging ornament).	VAu000377370	1996	Pier 1 Import (US), Inc.
Wooden birdhouse ornament : no. A.	VAu000400335	1997	Pier 1 Imports (US), Inc.

Title	Registration No.	Registration Date	Owner
Wooden birdhouse ornament--B.	VAu000392727	1996	Pier 1 Imports (US), Inc.
Wooden carved snowman ornament.	VAu000393748	1997	Pier 1 Imports (US), Inc.
Wooden caterpillar growth chart.	VAu000417919	1997	Pier 1 Imports (US), Inc.
Wooden caterpillar pegboard.	VAu000417920	1997	Pier 1 Imports (US), Inc.
Wooden Easter egg ornament tree.	VAu000413344	1997	Pier 1 Imports (US), Inc.
Wooden handcarved candle--A (hanging ornament).	VAu000377374	1996	Pier 1 Import (US), Inc.
Woodleaf windchime.	VAu000422603	1998	Pier 1 Imports (US), Inc.
Woven bunny container.	VAu000413349	1997	Pier 1 Imports (US), Inc.
Woven carrot container.	VAu000413345	1997	Pier 1 Imports (US), Inc.
Woven chick basket.	VAu000418344	1997	Pier 1 Imports (US), Inc.
Woven daffodil container.	VAu000394638	1997	Pier 1 Imports (US), Inc.
Woven rabbit/bowl basket.	VAu000394636	1997	Pier 1 Imports (US), Inc.
Pier 1 vs. the dust bunnies.	PA0000430303	1989	Pier 1 Imports
So many reasons to love your new home.	TX0005123094	1999	Pier 1 Imports