

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cato Corporation		11/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CHW, LLC		
Street Address:	8100 Denmark Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1376370	BODY SHOP	
Registration Number:	2218837	LIPSTICK	
Registration Number:	2759773	BODY CENTRAL	
Registration Number:	4387806	BODY CENTRAL	
Registration Number:	4387811	BODY CENTRAL	
Registration Number:	4387814	BODY CENTRAL	
Registration Number:	4387817	BODY CENTRAL	
Registration Number:	5407754	LIPSTICK	
CORRESPONDENCE DATA			
Fax Number:	7043395936		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-331-3587		
Email:	CLT-TMCorrespondence@mvalaw.com		
Correspondent Name:	Samantha N. Skains-Menchaca		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	001690.001004		
NAME OF SUBMITTER:	Samantha N. Skains-Menchaca		

OP \$215.00 1376370

SIGNATURE:	/sns/
DATE SIGNED:	11/22/2022
Total Attachments: 4 source=Executed BODY CENTRAL SM-TM Assignment#page1.tif source=Executed BODY CENTRAL SM-TM Assignment#page2.tif source=Executed BODY CENTRAL SM-TM Assignment#page3.tif source=Executed BODY CENTRAL SM-TM Assignment#page4.tif	

SERVICE MARK AND TRADEMARK ASSIGNMENT AGREEMENT

This SERVICE MARK AND TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), is by and between The Cato Corporation, a Delaware corporation having an address at 8100 Denmark Road, Charlotte, North Carolina 28273 ("Assignor"), and CHW, LLC, a Delaware limited liability company having an address at 8100 Denmark Road, Charlotte, North Carolina 28273 ("Assignee").

WHEREAS, Assignor desires to assign, convey, and transfer to Assignee, and Assignee desires to accept, acquire, and receive, all of Assignor's rights, title, and interest in and to the Assigned Marks as set forth in greater detail herein; and

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee hereby accepts, acquires, and receives, all of Assignor's worldwide rights (including statutory and common-law rights), title, and interest in and to the following, the same to be held and enjoyed by said Assignee as fully and entirely as the same would have been held by Assignor had this assignment, conveyance, and transfer not been made:

(a) the marks BODY CENTRAL, BODYC, BODY SHOP, LIPSTICK, and SOCIAL CENTRAL and all formatives and stylizations thereof (whether registered, unregistered, or pending), as well as any designs, logos, trade dress, trade styles, trade names, service names, brand names, product names, corporate names, fictitious names, symbols (including business symbols), slogans, domain names, internet rights (including, without limitation, IP Addresses and AS numbers), and other source identifiers, names, translations, and foreign or international equivalents used in connection with or for such marks ("Assigned Marks"); all applications, registrations, issuances, extensions, recordals, renewals, and advertising and marketing collateral including or for any of the Assigned Marks, including, without limitation, the applications and registrations set forth on any Schedule hereto, together with the goodwill of the business connected with the use of, and symbolized by, any of the Assigned Marks;

(b) all rights of any kind whatsoever of Assignor in and to the Assigned Marks accruing under the laws of all countries and any political subdivisions or collections thereof (and including all rights accruing by virtue of bilateral or international treaties and conventions), including the United States and all states thereof, for the full term and all renewals thereof, and including under parts (c) and (d) herein;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Marks, including under parts (b) and (d) herein; and

(d) any and all claims and causes of action with respect to any of the Assigned Marks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and including under parts (b) and (c) herein.

2. Recordation. Assignor and Assignee hereby authorize the U.S. Patent and Trademark Office and all other intellectual-property offices in any jurisdiction throughout the world to record and register this Assignment upon request by Assignor and/or Assignee.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have each duly executed and delivered this Assignment to be effective as of the date of the latter of the two (2) signature dates below.

Assignor

The Cato Corporation

By: Christin J. Reische

Name: Christin J. Reische

Title: Vice President, General Counsel, and Assistant Secretary

Date: November 22, 2022

Assignee

CHW, LLC

By: Christin J. Reische

Name: Christin J. Reische

Title: Authorized Signatory

Date: November 22, 2022

SCHEDULE A

Mark	Reg. No.	Date	Class(es)
BODY SHOP	1,376,370	Registered: December 17, 1985	42
LIPSTICK	2,218,837	Registered: January 19, 1999	25
BODY CENTRAL	2,759,773	Registered: September 2, 2003	25
BODY CENTRAL	4,387,806	Registered: August 20, 2013	25
BODY CENTRAL	4,387,811	Registered: August 20, 2013	14
BODY CENTRAL	4,387,814	Registered: August 20, 2013	18
BODY CENTRAL	4,387,817	Registered: August 20, 2013	35
LIPSTICK	5,407,754	Registered: February 20, 2018	25