

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Century 21 Department Stroes LLC		12/27/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Century 21, Inc.		
Street Address:	22 Cortlandt Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86739557	SPEND LESS, STYLE MORE	
Serial Number:	87168771	WE SELL EVERYTHING, EXCEPT HOUSES	
Serial Number:	87168764	EXPERIENCE THE THRILL OF THE HUNT	
Serial Number:	86840089	GABRIELLA	
Registration Number:	5087876	DESIGNER BRANDS, AMAZING PRICES	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	2125894200		
Email:	rhorowitz@bakerlaw.com		
Correspondent Name:	Robert B.G. Horowitz, Esq.		
Address Line 1:	Baker & Hostetler LLP		
Address Line 2:	45 Rockefeller Plaza, 14th Floor		
Address Line 4:	New York, NEW YORK 10111		
NAME OF SUBMITTER:	Robert B.G. Horowitz		
SIGNATURE:	/Robert B.G. Horowitz/		
DATE SIGNED:	12/29/2016		
Total Attachments: 4			

CH \$140.00 86739557

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 27th day of December, 2016, by and between Century 21 Department Stores LLC, a New York limited liability company with an address of 22 Cortlandt Street, New York, New York 10007 ("Assignor"), and Century 21, Inc., a New York corporation with an address of 22 Cortlandt Street, New York, New York 10007 ("Assignee").

WHEREAS, Assignor owns (a) the trademarks listed on Schedule A hereto; (b) the corresponding trademark applications and registrations listed on Schedule A hereto and (c) all goodwill associated with such trademarks, trademark applications, and trademark registrations (the trademarks, applications, registrations, and goodwill, collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to sell, assign and convey the Trademarks to the Assignee, and Assignee wishes to purchase and assume the Trademarks; and

WHEREAS, the Assignment is part of a broader restructuring of Assignor, Assignee and its affiliates (the "Restructuring"); and

WHEREAS, pursuant to the Restructuring, all trademarks related to the Assignee and Assignor (including, but not limited to, the Trademarks) are being consolidated in the Assignee for further assignment to the Assignor pursuant to a trademark assignment agreement dated as of the same date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of the Assignor's right, title, and interest in and to (a) the Trademarks; (b) causes of action, both in law and in equity, for past, present, and future infringement and other violations concerning the Trademarks; (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 foregoing and (d) all rights corresponding to the foregoing throughout the world.

2. Assignor authorizes the U.S. Commissioner for Patents and Trademarks and any other government officials throughout the world to record and register this Assignment upon Assignee's request.

3. Assignor further grants to Assignee the right to bring suit for and recover damages and all other relief for all infringements of and other violations concerning the Trademarks that have occurred prior to the date of this Assignment.

4. Assignor agrees to promptly execute all documents, assist in all proceedings, and take any further steps as Assignee may reasonably deem appropriate (at Assignee's sole cost and expense) to effectuate the transfer of the Trademarks to Assignee and the perfection, registration, and recordation of the rights of Assignee thereto.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

7. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized officer as of the day and year first above written.

[Signature Page Follows]

ASSIGNOR:

CENTURY 21 DEPARTMENT STORES LLC

By: _____

Printed Name: Ezra Sultan

Title: Co-Chief Financial Officer

ASSIGNEE:

CENTURY 21, INC.

By: _____

Printed Name: Ezra Sultan

Title: Co-Chief Financial Officer

SCHEDULE A

Trademarks

Mark Name	Application Number	Registration Number	Country
SPEND LESS, STYLE MORE	86739557	N/A	United States
DESIGNER BRANDS, AMAZING PRICES	86739569	5087876	United States
WE SELL EVERYTHING, EXCEPT HOUSES	87168771	N/A	United States
EXPERIENCE THE THRILL OF THE HUNT	87168764	N/A	United States
GABRIELLA	86840089	N/A	United States