

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHRISTOPHER & BANKS CORPORATION		03/01/2021	Corporation: DELAWARE
CHRISTOPHER & BANKS, INC.		03/01/2021	Corporation: MINNESOTA
CHRISTOPHER & BANKS COMPANY		03/01/2021	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	C&B IPCO, LLC
Street Address:	5 Revere Drive
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5481754	C&B
Registration Number:	2466691	C. J. BANKS
Registration Number:	4176007	CB
Registration Number:	2311711	CHRISTOPHER & BANKS
Registration Number:	1485374	CHRISTOPHER & BANKS
Registration Number:	2331821	CHRISTOPHER & BANKS
Registration Number:	3723169	CHRISTOPHER & BANKS
Registration Number:	3786187	CJ BANKS
Registration Number:	4590384	EASY WEAR. EVERY WEAR.
Registration Number:	3887711	FRIENDSHIP
Registration Number:	5159900	FRIENDSHIP REWARDS MEMBERSHIP CARD CHRIS
Registration Number:	3719274	IT'S A PROPORTION NOT A SIZE
Registration Number:	4144120	LIFE. YOU WEAR IT WELL.
Registration Number:	4590293	RELAXED. RESTYLED.
Registration Number:	4585757	SIGNATURE SLIMMING

OP \$515.00 5481754

Property Type	Number	Word Mark
Registration Number:	4585770	HERITAGE CORD
Registration Number:	4809457	THE DOWNTOWN PANT BY CHRISTOPHER & BANKS
Registration Number:	4809455	THE DOWNTOWN PANT BY CJ BANKS
Registration Number:	4809458	THE UPTOWN PANT BY CHRISTOPHER & BANKS
Registration Number:	4809456	THE UPTOWN PANT BY CJ BANKS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1335328
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	04/02/2021

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made effective as of March 1, 2021.

WHEREAS, Christopher & Banks Corporation, a Delaware corporation (the "Company"), and the other direct and indirect wholly-owned Subsidiaries or Affiliates of the Company that are signatories hereto (together with the Company, the "Assignor") and ALCC, LLC, a Delaware limited liability company ("Buyer") are parties to an Asset Purchase Agreement, dated as of January 28, 2021 (the "Purchase Agreement"), governing the purchase and sale of the Acquired Assets. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement;

WHEREAS, C&B IPCO, LLC, a Delaware limited liability company ("Assignee") has been named as a Buyer Designee by Buyer pursuant to the terms and conditions of the Purchase Agreement;

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to transfer all right, title and interest in and to all of its trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing, including, without limitation, the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks") to Assignee;

WHEREAS, the parties wish herein to memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and Assignee.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of New York.

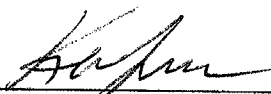
6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, Buyer and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


ASSIGNOR:

CHRISTOPHER & BANKS CORPORATION
CHRISTOPHER & BANKS, INC.
CHRISTOPHER & BANKS COMPANY

By: 
Name: Keri Jones
Title: President and CEO

BUYER:

ALCC, LLC

By:  _____
Name: Daniel Rubin
Title: Managing Director

ASSIGNEE:

C&B IP CO, LLC







By: 

Name: Ian Fredericks

Title: President

SCHEDULE A

MARKS

Mark/Title	Image	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Mark Type	Owner
C&B (Stylized) (1)		U.S.A.	87151255	25-Aug-2016	5481754	29-May-2018	TM/SM	Christopher & Banks Company
C.J. BANKS		U.S.A.	75929661	21-Feb-2000	2466691	03-Jul-2001	Service Mark	Christopher & Banks Company
cb & Design (2)		U.S.A.	77864188	03-Nov-2009	4176007	17-Jul-2012	Service Mark	Christopher & Banks Company
CHRISTOPHER & BANKS (1)		U.S.A.	75617157	07-Jan-1999	2311711	25-Jan-2000	Trademark	Christopher & Banks Company
CHRISTOPHER & BANKS (1)		U.S.A.	73680936	27-Aug-1987	1485374	19-Apr-1988	Trademark	Christopher & Banks Company
CHRISTOPHER & BANKS (1)		U.S.A.	75617156	07-Jan-1999	2331821	21-Mar-2000	Service Mark	Christopher & Banks Company
christopher & banks (2)		U.S.A.	77451568	18-Apr-2008	3723169	08-Dec-2009	TM/SM	Christopher & Banks Company
christopher & banks (2)		Canada	1394661	28-Apr-2008	TMA813500	07-Dec-2011	TM/SM	Christopher & Banks Company
cj banks		U.S.A.	77979002	18-Apr-2008	3786187	04-May-2010	TM/SM	Christopher & Banks Company
cj banks		Canada	1394287	28-Apr-2008	TMA813494	07-Dec-2011	Trademark	Christopher & Banks Company
cj banks size 14 & more. . . & Design (1)		Canada	1415998	17-Oct-2008	TMA813497	07-Dec-2011	Trademark	Christopher & Banks Company
EASY WEAR. EVERY WEAR.		U.S.A.	86129671	11-Dec-2013	4590384	19-Aug-2014	Trademark	Christopher & Banks Company
FRIENDSHIP		U.S.A.	77849839	15-Oct-2009	3887711	07-Dec-2010	Service Mark	Christopher & Banks Company
FRIENDSHIP		Canada	1465650	13-Jan-2010	TMA813100	01-Dec-2011	Service Mark	Christopher & Banks Company
FRIENDSHIP REWARDS CHRISTOPHER & BANKS CJ BANKS LIFE. YOU WEAR IT WELL. & Design (1)		Canada	1540194	18-Aug-2011	TMA859425	06-Sep-2013	Service Mark	Christopher & Banks Company
FRIENDSHIP REWARDS CHRISTOPHER & BANKS MISSY PETITE & MORE CJ BANKS SIZE 14 & MORE & Design (1)		Canada	1493394	24-Aug-2010	TMA813414	06-Dec-2011	SM/TM	Christopher & Banks Company
FRIENDSHIP REWARDS MEMBERSHIP CARD CHRISTOPHER & BANKS CJ BANKS & Design (Color) (1)		U.S.A.	87110451	20-Jul-2016	5159900	14-Mar-2017	Service Mark	Christopher & Banks Company
IT'S A PROPORTION NOT A SIZE		U.S.A.	77402269	21-Feb-2008	3719274	01-Dec-2009	Trademark	Christopher & Banks Company
IT'S A PROPORTION NOT A SIZE		Canada	1398798	04-Jun-2008	TMA813495	07-Dec-2011	TRADEMARK	Christopher & Banks Company
Life. You Wear It Well.		U.S.A.	85299612	20-Apr-2011	4144120	15-May-2012	TM/SM	Christopher & Banks Company
RELAXED. RESTYLED.		U.S.A.	86087406	09-Oct-2013	4590293	19-Aug-2014	Trademark	Christopher & Banks Company
SIGNATURE SLIMMING		U.S.A.	85969929	25-Jun-2013	4585757	12-Aug-2014	Trademark	Christopher & Banks Company
TUMMY SLIMMER		Canada	1398800	04-Jun-2008	TMA813496	07-Dec-2011	Trademark	Christopher & Banks Company

The following trademarks have not been renewed:

HERITAGE CORD		U.S.A.	85974580	1-Jul-13	4585770	12-Aug-14	Trademark	Christopher & Banks Company
the Downtown pant by christopher & banks	<i>the DOWNTOWN pant</i> <small>by christopher banks</small>	U.S.A.	86200074	21-Feb-14	4809457	8-Sep-15	Trademark	Christopher & Banks Company
the Downtown pant by cj banks	<i>the DOWNTOWN pant</i> <small>by cj banks</small>	U.S.A.	86200051	21-Feb-14	4809455	8-Sep-15	Trademark	Christopher & Banks Company
the Uptown pant by christopher & banks	<i>the UPTOWN pant</i> <small>by christopher banks</small>	U.S.A.	86200084	21-Feb-14	4809458	8-Sep-15	Trademark	Christopher & Banks Company
the Uptown pant by cj banks	<i>the UPTOWN pant</i> <small>by cj banks</small>	U.S.A.	86200064	21-Feb-14	4809456	8-Sep-15	Trademark	Christopher & Banks Company