

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637259

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	COURT ORDER
RESUBMIT DOCUMENT ID:	900602087

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCG BDC, Inc.		10/22/2020	Corporation: MARYLAND
Wells Fargo Bank, National Association		10/22/2020	National Banking Association: UNITED STATES
HBC US Propco Holdings LLC		10/22/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Lord & Taylor LLC
Street Address:	3130 20th Street, Suite 225
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5445170	A
Registration Number:	6088176	A SMARTER WAY TO SHOP
Registration Number:	1720961	AMERICA'S DRESS ADDRESS
Registration Number:	5513909	ASKYA
Registration Number:	2929831	BEAUTY.NOW
Registration Number:	2696590	BEAUTY.NOW
Registration Number:	4870733	BIRDCAGE
Registration Number:	4870734	BIRDCAGE
Registration Number:	5781899	FIND@LORD & TAYLOR
Registration Number:	5800585	FIND@LORD & TAYLOR
Registration Number:	2521282	KATE HILL
Registration Number:	5496615	LABORATORY LT MAN
Registration Number:	5496616	LABORATORY. LORD & TAYLOR MAN
Registration Number:	3488206	LORD & TAYLOR
Registration Number:	1960413	LORD & TAYLOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4874817	LORD & TAYLOR 424 FIFTH
Registration Number:	3488202	LORD & TAYLOR
Registration Number:	5429384	LORD & TAYLOR THE DRESS ADDRESS
Registration Number:	4150675	SHOP SMART, DO GOOD
Registration Number:	5429385	THE DRESS ADDRESS

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	38810-16
NAME OF SUBMITTER:	Courtney Jackson
SIGNATURE:	/Courtney Jackson/
DATE SIGNED:	04/06/2021

Total Attachments: 62
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:)	Chapter 11
)	
LE TOTE, INC., <i>et al.</i> , ¹)	Case No. 20-33332 (KLP)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER (A) APPROVING
THE ASSET PURCHASE AGREEMENT,
(B) AUTHORIZING THE SALE OF ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS, (C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT
OF CONTRACTS AND LEASES, AND (D) GRANTING RELATED RELIEF**

Upon the motion (the "Motion") of the above-captioned debtors and debtors-in-possession (collectively the "Debtors" or "Seller") for an order (this "Sale Order"), pursuant to sections 363(b), 363(f), and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002,

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/letote/>. The location of the Debtors' service address is 250 Vesey Street, 22nd Floor, New York, New York 10281.

6004, 6006(f), 9013, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 6004-1, 9013-1, and 9022-1(D) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”) authorizing and approving, among other things, (a) entry into that certain Asset Purchase Agreement, dated as of October 16, 2020 (as amended, and including all exhibits, schedules, and annexes thereto, the “APA”),² by and among Saadia Group LLC (the “Purchaser”) and Le Tote, Inc., a copy of which is annexed hereto as Exhibit A, (b) the proposed sale (the “Sale”) of certain of the assets (the “Acquired Assets”) of the Debtors free and clear of all liens, claims, encumbrances, and interests (together, the “Encumbrances”) pursuant to the terms of the APA, (c) assumption and assignment of those contracts of the Debtors identified in the APA and assignment of the Assigned Contracts³ to Purchaser pursuant to the designation rights procedures set forth in the APA and this Sale Order, and (d) other related relief; and the Court having entered an order [Docket No. 269] (the “Bid Procedures Order”) approving the bid procedures (the “Bid Procedures”); and the Court having conducted a hearing on the Motion commencing on October 20, 2020 (the “Sale Hearing”), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having (i) reviewed and considered the Motion, all relief related thereto, the objections thereto, and statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at the Sale Hearing and (ii) found that, after an extensive marketing process by the Debtors and an

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or in the APA, as applicable.

³ As defined in the APA, Assigned Contracts means “the Contracts that the Sellers are party to as of the Closing so designated by Purchaser as set forth herein (i) that are exclusively related to the operation of the E-Commerce Platform, (ii) that are exclusively related to leases for the Equipment located in the Transferred Facility (the “Leased Equipment”) or (iii) that is a lease for the Transferred Facility (the “Transferred Lease”), in each case of the foregoing clauses (i), (ii) and (iii), to the extent assignable under applicable Law (collectively, including Contracts for the Acquired Equipment, the “Assigned Contracts”).

Auction having been conducted pursuant to the terms of the Bid Procedures Order on October 15, 2020, the Purchaser has submitted the highest or otherwise best bid for the Acquired Assets; and that adequate and sufficient notice of the Bid Procedures, the APA, and all transactions contemplated thereunder and in this Sale Order were given pursuant to and consistent with the Bid Procedures Order; and that reasonable and adequate notice of the Motion and Bid Procedures Order having been provided to all persons required to be served in accordance with the Bankruptcy Code and the Bankruptcy Rules; and that all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and that jurisdiction exists for the Court to consider the Motion and after due deliberation thereon; and upon the arguments and statements in support of the Motion presented at the Sale Hearing before the Court; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:⁴

A. **Jurisdiction and Venue.** This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases and the Motion in this District and in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

⁴ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

B. **Statutory Predicates.** The statutory bases for the relief sought in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Bankruptcy Rules 6004-1, 9013-1, and 9022-1(D).

C. **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, this 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.

D. **Notice.** As evidenced by the certificates of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, APA, Sale Hearing, Sale, and the transactions contemplated thereby has been provided in accordance with the Bid Procedures Order, sections 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008. The Debtors have complied with all obligations to provide notice of the Motion as set forth in the Bid Procedures Order. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, APA, Auction, or Sale Hearing is or shall be required. The disclosures made by the Debtors concerning the Motion, the APA, the Auctions, and Sale Hearing were good, complete, and adequate. The requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

E. **Assumption and Assignment of Transferred Lease.** In accordance with the Bid Procedures Order, the Debtors served notices of the potential assumption and assignment of the Assigned Contracts (the "Assumption Notices"), as evidenced by the *Affidavits of Service* [Docket Nos. 389, 429], which Assumption Notices identified the Transferred Lease (as defined

in the APA) and all defaults and cure amounts to the applicable non-Debtor party resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that the non-Debtor parties can assert under the Transferred Lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to the Transferred Lease (the foregoing amounts as stated in the Assumption Notices, collectively referred to as the “Cure Amounts” and, with respect to the Transferred Lease, the “Transferred Lease Cure Amount”) upon each non-Debtor counterparty to an Assigned Contract. The service and provision of the Assumption Notices was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of assumption and assignment of the Transferred Lease or establishing the Transferred Lease Cure Amount. Non-Debtor counterparties to the Transferred Lease have had an adequate opportunity to object to assumption and assignment of the Transferred Lease and the Transferred Lease Cure Amount set forth in the Assumption Notices (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection (an “Assumption Objection”) to the stated Transferred Lease Cure Amount has expired. To the extent that the applicable counterparty to the Transferred Lease did not timely file an Assumption Objection by October 16, 2020, at 5:00 p.m., (prevailing Eastern Time) (the “Assumption Objection Deadline”), such party is hereby deemed to have consented to the (i) assumption and assignment of the Transferred Lease and (ii) proposed

Transferred Lease Cure Amount set forth on the Assumption Notices (except as otherwise agreed by the Debtors and the Purchaser).

F. The assumption and assignment of the Transferred Lease pursuant to the terms of this Sale Order is integral to the APA and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Payment of the Transferred Lease Cure Amount by the Debtors or the Purchaser, as applicable, shall (i) to the extent necessary, cure or provide adequate assurance of cure, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Transferred Lease, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. Purchaser's financial wherewithal to consummate the transactions contemplated by the APA and the evidence presented at the Sale Hearing demonstrating Purchaser's ability to perform the obligations under the Transferred Lease after the Closing Date shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

G. **Designation Rights.** Pursuant to Section 1.5 of the APA, the Purchaser shall maintain certain rights (the "Designation Rights") to modify the list of Assigned Contracts after the date of this Sale Order and up to November 5, 2020 (the "Designation Deadline" and the period from entry of this Sale Order until such Designation Deadline, the "Designation Rights Period") as set forth in such section. Such modification rights include, but are not limited to, the right of the Purchaser, prior to the applicable Designation Deadline, to designate (i) certain Contracts

exclusively related to the operation of the E-Commerce Platform or (ii) exclusively related to leases for the Equipment located in the Transferred Facility (each as defined in the APA) for assumption by the Debtors and assignment and sale to the Purchaser, as well as for designation of certain Assigned Contracts that Purchaser no longer wishes to assume (collectively, the "Designated Contracts"). The Purchaser's Designation Rights with respect to the Designated Contracts are in the best interests of the Debtors and their estates, and represent the reasonable exercise of the Debtors' sound business judgment. Specifically, the Designation Rights (i) are necessary to sell the Acquired Assets to the Purchaser, (ii) limit the losses suffered by counterparties to the Assigned Contracts, and (iii) maximize the recoveries to creditors of the Debtors by limiting the number and amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Contracts. During the Designation Rights Period, the Purchaser intends to negotiate with the counterparties to Assigned Contracts on terms mutually acceptable for assumption and assignment of such Assigned Contracts to the Purchaser.

H. Corporate Authority. (i) The Debtors have full corporate power and authority to execute the APA and all other documents contemplated thereby, and the Debtors' sale of the Acquired Assets has been duly and validly authorized by all necessary corporate action, (ii) the Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the APA, (iii) the Debtors have taken all corporate action necessary to authorize and approve the APA and the consummation of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the APA, are required for the Debtors to consummate such transactions.

I. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory,

possession, or the District of Columbia. Neither the Debtors nor Purchaser is entering into the transactions contemplated by the APA fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

J. The Debtors are the sole and lawful owner of the Acquired Assets. Subject to sections 363(f) and 365(a) of the Bankruptcy Code, the transfer of each of the Acquired Assets to Purchaser, in accordance with the APA will be, as of the Closing Date (as defined in the APA), a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of (a) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, the “Liens”), and (b) all debts arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens that (i) purport to give any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors’ or the Purchasers’ interests in the Acquired Assets,

or (ii) in respect of taxes, restrictions, rights in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), the “Claims”), relating to, accruing, or arising any time prior to entry of this Sale Order, with the exception of any such Liens or Claims that are expressly assumed by the Purchaser under the APA, including the Permitted Encumbrances and Assumed Liabilities (each as defined in the APA).

K. **Sale in Best Interests of the Debtors’ Estates.** Good and sufficient reasons for approval of the APA and the transactions to be consummated in connection therewith have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a plan of reorganization, in that, among other things, the immediate consummation of the Sale to Purchaser is necessary and appropriate to maximize the value of the Debtors’ estates.

L. The Sale must be approved and consummated promptly in order to maximize the value of the Debtors’ estates. Time is of the essence in consummating the Sale. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale constitutes a reasonable and sound exercise of the Debtors’ business judgment and should be approved.

M. The consummation of the Sale and the assumption and assignment of the Transferred Lease is legal, valid, and properly authorized under all applicable provisions of the

Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

N. On October 15, 2020, the Debtors held the Auctions and selected the APA as the Successful Bid (as defined in the Bid Procedures).

O. **Stalking Horse Protections.** ZG Apparel Group LLC (the “Stalking Horse Bidder”) expended considerable time, financial resources, and energy pursuing the purchase of the Debtors’ assets. The Debtors have demonstrated a compelling and sound business justification for entering into an asset purchase agreement with the Stalking Horse Bidder (the “Stalking Horse APA”) and agreeing to the Break-Up Fee thereunder, including the Stalking Horse Bidder’s agreement to serve as a back-up bidder as set forth in the Stalking Horse APA. The Break-Up Fee was a material inducement for, and a condition to, the Stalking Horse Bidder’s entry into the Stalking Horse APA. The Stalking Horse Bidder was unwilling to commit to purchase the Debtors’ assets under the terms of the Stalking Horse APA unless the Stalking Horse Bidder was assured the Break-Up Fee.

P. The Debtors have demonstrated that the Break-Up Fee is an actual and necessary cost and expense of preserving the Debtors’ estates, within the meaning of section 503(b) of the Bankruptcy Code, and of substantial benefit to the Debtors’ estates by inducing the Stalking Horse Bidder’s bid, which established a bid standard or minimum for other bidders for the Acquired Assets, thereby ensuring that the Debtors received the highest or otherwise best bid possible for the Acquired Assets during the Auction. The Debtors have also demonstrated that the Stalking Horse Bidder required the Break-Up Fee set forth in the Stalking Horse APA as a condition to agreeing to be the Stalking Horse Bidder, such Break-Up Fee is reasonable, and such Break-Up

Fee is of substantial benefit to the Debtors' estates. The Break-Up Fee was negotiated at arm's-length and is reasonable under the circumstances.

Q. The Break-Up Fee (i) shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of section 503(c) of the Bankruptcy Code, (ii) is of substantial benefit to the Debtors' estates, (iii) is reasonable and appropriate, including in light of the size and nature of the transaction and the efforts expended by the Stalking Horse Bidder, and (iv) enabled the Debtors to promote a sale of the Acquired Assets with the greatest benefit to the estate.

R. **Good Faith of Purchaser and Seller.** The APA was negotiated, proposed, and entered into by the Debtors and Purchaser without collusion, in good faith, and as the result of arm's-length bargaining positions and is substantively and procedurally fair to all parties. Purchaser is not an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. Neither any of the Debtors nor Purchaser has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, Purchaser has not acted in a collusive manner with any person and the Purchase Price was not controlled by any agreement among bidders. Purchaser is purchasing the Acquired Assets, in accordance with the APA, in good faith, and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is therefore entitled to all of the protections afforded by such provision and otherwise has proceeded in good faith in all respects in connection with the Debtors' chapter 11 cases. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bid Procedures Order and, among other things: (a) the Debtors and Purchaser

complied with the provisions in the Bid Procedures Order; (b) Purchaser agreed to subject its bid to the competitive bid procedures set forth in the Bid Procedures Order; (c) Purchaser in no way induced or caused the chapter 11 filing by the Debtors; and (d) all payments to be made by Purchaser in connection with the Sale have been disclosed.

S. **Auction**. A virtual Auction for the Debtors' assets was held on October 15, 2020. The Debtors and their professionals robustly marketed the Acquired Assets and conducted (i) the Auction and the sale process at arm's-length and in compliance with the Bid Procedures Order, and afforded potential purchasers a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer for the Acquired Assets than that reflected in the APA, and (ii) the sale process (including the Auction) without collusion and in accordance with the Bid Procedures. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Acquired Assets.

T. **Joint Transaction**. The Bid Procedures provided that bidders may submit bids for individual Le Tote Assets and Lord & Taylor Assets or any combination of Le Tote Assets and Lord & Taylor Assets. At the Auction held in accordance with the Bid Procedures and taking into account the revisions and improvements made to the terms of the Purchaser's bid, the Debtors, in the exercise of their business judgment and in consultation with the Consultation Parties, determined that the Purchaser's bid for the purchase of the combination of certain Le Tote Assets and Lord & Taylor Assets pursuant to the terms of the APA (the "**Joint Transaction**") was the highest or otherwise best offer for the Debtors' Assets, as set forth below.

U. **Highest or Otherwise Best Offer**. The Bid Procedures were reasonable and appropriate and represented the best available method for conducting the sale process in a manner

that maximizes value for the benefit of the Debtors' estates. The Debtors' marketing and sales process with respect to the Acquired Assets in accordance with the Bid Procedures afforded a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Acquired Assets. The Debtors conducted a marketing process in accordance with, and have otherwise complied in all respects with, the Bid Procedures and the Bid Procedures Order. A reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Acquired Assets. The APA constitutes the highest or otherwise best offer for the Acquired Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest or otherwise best offer for the Acquired Assets is a valid and sound exercise of their fiduciary duties and constitutes a valid and sound exercise of the Debtors' business judgment.

V. **Consideration.** The consideration provided by Purchaser pursuant to the APA (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Voidable Transactions Act (formally the Uniform Fraudulent Transfer Act), Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) under the laws of the United States, any state, territory, possession, or the District of Columbia. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than Purchaser. Approval of the Motion, the APA, and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

W. **No Successor.** The transactions contemplated under the APA do not amount to a consolidation, merger, or *de facto* merger of Purchaser and the Debtors and/or the Debtors' estates; there is not substantial continuity between Purchaser and the Debtors; there is no continuity of enterprise between the Debtors and Purchaser; Purchaser is not a mere continuation of the Debtors or their estates; and Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including, but not limited to, under any federal, state, or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat, or unclaimed property laws, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation, or doctrine, and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "WARN Act"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities or Permitted Encumbrances, the (i) transfer of the Acquired Assets to Purchaser and (ii) assumption and assignment to Purchaser of the Assigned Contracts do not and will not subject Purchaser to any liability whatsoever with respect to the

operation of the Debtors' business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability.

X. **Free and Clear.** The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full and therefore, the Debtors may sell the Acquired Assets free and clear of any Encumbrances in the property, other than as expressly contemplated by the APA. Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale to Purchaser and the assumption of any Assumed Liabilities or Permitted Encumbrances by Purchaser were not free and clear of all Encumbrances other than the Assumed Liabilities or Permitted Encumbrances. The Debtors may sell the Acquired Assets free and clear of any Encumbrances of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity with an Encumbrance, lien, claim, or interest in the Acquired Assets to be transferred on the Closing Date: (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 Encumbrance, lien, claim, or interest; (iii) are a holder of an Encumbrance that is subject to a bona fide dispute; or (iv) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Encumbrances who did not object to the Motion are deemed, subject to the terms of this Sale Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Encumbrances are adequately protected by having their Encumbrances attach to the cash proceeds received by the Debtors that are ultimately

attributable to the property against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Acquired Assets or their proceeds, if any, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

Y. **Consumer Privacy.** The Sale of the Acquired Assets is consistent with the Debtors' policy concerning the transfer of personally identifiable information and the Debtors have, to the extent necessary, satisfied section 363(b)(1) of the Bankruptcy Code. Accordingly, the appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 322 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

NOW, THEREFORE, IT IS ORDERED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein is GRANTED and APPROVED as set forth herein.

2. **Objections Overruled.** Any objections to the entry of this Sale Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by reference), by stipulation filed with the Court, or by representation by the Debtors in a separate pleading, and all reservations of rights included therein, if any, are hereby denied and overruled on the merits with prejudice.

3. For the avoidance of doubt, and notwithstanding anything to the contrary in this Sale Order or the APA, the rights of all counterparties to unexpired leases or executory contracts under section 365 of the Bankruptcy Code are reserved as they relate to the assumption, assumption

and assignment, assignment, rejection, or cure amounts of any such agreements; *provided* that this paragraph 3 shall not apply to the Transferred Lease.

4. **Approval.** The APA, and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved in all respects. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are hereby authorized to: (a) execute any additional instruments or documents that may be reasonably necessary or appropriate to implement the APA, provided that such additional documents do not materially change its terms adversely to the Debtors' estates; (b) consummate the Sale in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby; and (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the APA, including (i) the assumption and assignment to Purchaser (in accordance with the APA) of the Assigned Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, (ii) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the APA and that satisfy the requirements of applicable law, (iii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the APA, and (iv) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state Law. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

5. This Sale Order 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 Encumbrances or other interests in, against, or on all or any portion of the Acquired Assets (whether known or unknown), Purchaser, and all successors and assigns of Purchaser, the Acquired Assets, and any trustees, if any, subsequently appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' chapter 11 cases. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, Purchaser, and the respective successors and assigns of each of the foregoing.

6. **Joint Transaction.** The Joint Transaction for the purchase of the combination of certain Le Tote Assets and Lord & Taylor Assets by the Purchaser pursuant to the terms of the APA complied with the Bid Procedures and is in the best interests of the Debtors, their estates, and all other stakeholders.

7. **Stalking Horse Protections Approval.** The Break-Up Fee is approved in its entirety. The Debtors are authorized to pay the Break-Up Fee on the Closing Date to the Stalking Horse Bidder based on the terms and conditions of the Stalking Horse APA and the Bid Procedures, and to the extent provided for therein, without need for further order of this Court with the approval of the APA deemed to satisfy Sections 5.1(e) and 8.1(i) of the Stalking Horse APA. The obligation to pay the Break-Up Fee to the Stalking Horse Bidder shall be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code.

8. **Transfer of Acquired Assets Free and Clear of Encumbrances.** Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets to Purchaser in accordance with the APA, and such transfer shall constitute a

legal, valid, binding, and effective transfer of such Acquired Assets and shall vest Purchaser with title in and to the Acquired Assets and, other than the Assumed Liabilities or Permitted Encumbrances, Purchaser shall take title to and possession of the Acquired Assets free and clear of all Encumbrances and other interests of any kind or nature whatsoever, including, but not limited to, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with all such Encumbrances and other interests to attach to the cash proceeds received by the Debtors that are ultimately attributable to the property against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Acquired Assets or their proceeds, if any, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

9. Unless otherwise expressly included in the definition of “Assumed Liabilities” or “Permitted Encumbrances” in the APA, Purchaser shall not be responsible for any Encumbrances, including in respect of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust, and security interests; (c) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker’s compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act,

(xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act, (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) any putative interests in trademarks part of the Business Intellectual Properties (as defined in the APA) subject to a bona fide dispute; (i) to the extent not included in the foregoing, any of the Excluded Liabilities under the APA; and (j) any theories of successor or transferee liability.

10. All persons and entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to Purchaser in accordance with the APA on the Closing Date or at such time thereafter as Purchaser may request. On the Closing Date, each of the Debtors' creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Encumbrances or other interests in the Acquired Assets, if any, as such Encumbrances may have been recorded or may otherwise exist.

11. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances on, against, or in, all or any portion of the Acquired Assets (other than statements or documents with respect to the Assumed Liabilities or Permitted Encumbrances) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and

easements, and any other documents necessary for the purpose of documenting the release of all Encumbrances, liens, claims, interests, or other interests that the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors are hereby authorized, and Purchaser is 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.

12. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to Purchaser of the Debtors' interests in the Acquired Assets. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Encumbrances or other interest of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing Date, other than the Assumed Liabilities or Permitted Encumbrances, shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their 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 or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any

Encumbrances and other interests of record except those assumed as Assumed Liabilities or Permitted Encumbrances.

13. **Prohibition of Actions Against Purchaser.** Except for the Assumed Liabilities or Permitted Encumbrances, or as otherwise expressly provided in this Sale Order or the APA, Purchaser shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets or other Assumed Liabilities or Permitted Encumbrances expressly identified in the APA, including, but not limited to, any liability for any Encumbrances, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date.

14. Except with respect to the Assumed Liabilities or Permitted Encumbrances, or as otherwise expressly provided for in this Sale Order or the APA, all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Encumbrances or other interests of any kind or nature whatsoever against or in all or any portion of the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Acquired Assets to Purchaser in accordance with the APA, are hereby forever barred, estopped, and permanently enjoined from asserting against Purchaser, its successors or assigns, its property or the Acquired Assets, such persons' or entities' Encumbrances in and to the Acquired Assets, including, without

limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against Purchaser, its successors, assets, or properties; (b) enforcing, attaching, collecting, or recovering, in any manner, any judgment, award, decree, or order against Purchaser, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Encumbrance, lien, claim, or interest against Purchaser, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Purchaser or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

15. To the greatest extent available under applicable law, Purchaser and, with respect to the Wind-Down License, Seller, shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets to the extent transferred in the APA, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to Purchaser as of the Closing Date.

16. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to Purchaser in accordance with the terms of the APA and this Sale Order.

17. Purchaser has given substantial consideration under the APA for the benefit of the Debtors, their estates, and their creditors. The consideration given by Purchaser shall constitute

valid and valuable consideration for the releases of any potential Encumbrances pursuant to this Sale Order, which releases shall be deemed to have been given in favor of Purchaser by all holders of Encumbrances or liens against or interests in, or claims against, any of the Debtors or any of the Acquired Assets, other than with respect to the Assumed Liabilities or Permitted Encumbrances. The consideration provided by Purchaser for the Acquired Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

18. Notwithstanding the foregoing, nothing herein shall prevent (a) the Debtors from pursuing an action against Purchaser arising under the APA or the related documents, or (b) any administrative agencies, governmental, tax, and regulatory authorities, secretaries of state, federal, state, and local officials from properly exercising their police and regulatory powers.

19. **Assumption and Assignment of Contracts.** The Debtors are hereby authorized, in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to Purchaser, in accordance with the APA, effective upon the Closing Date, the Transferred Lease free and clear of all Encumbrances and other interests of any kind or nature whatsoever (other than the Assumed Liabilities or Permitted Encumbrances) and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser deems may be reasonably necessary to assign and transfer the Transferred Lease and the Assumed Liabilities or Permitted Encumbrances to Purchaser in accordance with the APA.

20. With respect to the Transferred Lease: (a) the Transferred Lease is an unexpired lease under section 365 of the Bankruptcy Code; (b) the Debtors may assume each of the Transferred Lease in accordance with section 365 of the Bankruptcy Code; (c) the Debtors may assign the Transferred Lease in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in the Transferred Lease that prohibit or condition the assignment of the

Transferred Lease or allow the counterparty to the Transferred Lease to terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition upon the assignment of the Transferred Lease, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Transferred Lease, in accordance with the APA, have been satisfied; (e) the Transferred Lease shall be transferred and assigned to, and following the Closing Date, remain in full force and effect for the benefit of Purchaser in accordance with the APA, notwithstanding any provision in the Transferred Lease (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Transferred Lease after such assignment to and assumption by Purchaser in accordance with the APA; and (f) upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested in all right, title, and interest of the Transferred Lease.

21. All defaults or other obligations of the Debtors under the Transferred Lease arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured on the Closing Date or as soon thereafter as reasonably practicable by payment of the Transferred Lease Cure Amount by the Debtors or the Purchaser, as applicable. To the extent that the counterparty to the Transferred Lease did not object to the Transferred Lease Cure Amount by the Assumption Objection Deadline, such counterparty is deemed to have consented to the Transferred Lease Cure

Amount and the assumption and assignment of the Transferred Lease to Purchaser in accordance with the APA.

22. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, agreement between the Debtors, Purchaser, and the counterparty to the Transferred Lease, or pursuant to a contract or lease amendment entered into by the Debtors, Purchaser, and the counterparty to the Transferred Lease (any such amendment being deemed approved by this Sale Order), the Assumption Notices reflects the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Transferred Lease, and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Purchaser of the Transferred Lease in accordance with the APA.

23. Upon the Debtors' assignment of the Transferred Lease to Purchaser under the provisions of this Sale Order and any additional orders of this Court and payment of the Transferred Lease Cure Amount by the Debtors or Purchaser, as applicable, no default shall exist under the Transferred Lease, and no counterparty to the Transferred Lease shall be permitted (a) to declare a default by Purchaser under the Transferred Lease or (b) otherwise take action against Purchaser as a result of Debtors' financial condition, bankruptcy, or failure to perform any of their obligations under the Transferred Lease. Each non-Debtor party to the Transferred Lease hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Purchaser, any counterclaim, defense, setoff, recoupment, or any other Claim asserted or assertable against the Debtors and (ii) imposing or charging against Purchaser any rent accelerations, assignment fees, increases, or any other fees

as a result of the Debtors' assumption and assignment to Purchaser of the Transferred Lease in accordance with the APA. The validity of such assumption and assignment of the Transferred Lease shall not be affected by any dispute between the Debtors and the non-Debtors counterparty to the Transferred Lease relating to the Transferred Lease Cure Amount.

24. Except as provided in the APA or this Sale Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities or Permitted Encumbrances, and all holders of such Encumbrance, lien, claim, and interest are forever barred and estopped from asserting such Claims against the Debtors, their successors or assigns, their property, or their assets or estates. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of the Transferred Lease shall not be a waiver of such terms or conditions, or of the Debtors' and Purchaser's rights to enforce every term and condition of the Transferred Lease.

25. **Designation Rights**. Subject to the terms of the APA and this Sale Order, including paragraph 3, during the Designation Rights Period, the Purchaser may (a) assume and assign Contracts pursuant to Section 1.5 of the APA with the consent of the applicable Contract counterparties or (b) direct the Debtors to file a motion with the Court to assume and assign Contracts and to the Purchaser in each case pursuant to Section 365 of the Bankruptcy Code. For the avoidance of doubt, the Purchaser's Designation Rights do not apply to any unexpired leases of real property with respect to the Lord & Taylor stores.

26. For any Designated Contract, which the Purchaser directs the Debtors to assume and assign to the Purchaser pursuant to clause (a) of paragraph 25 of this Sale Order, the Debtors shall file a notice on the docket (the "Assumption Notice"), and in the event the applicable counterparty requests an order approving such assumption or assignment and assumption, an order,

identifying with respect to such Designated Contract, the applicable counterparty and Contract, and the proposed assignee. Upon the filing of an Assumption Notice, any Contract identified on the Assumption Notice, subject to a written agreement to assume such contract or lease (each, an “Assumption Agreement”) executed by and between the Purchaser and the applicable counterparty, shall be deemed assumed by the Debtors and assigned to the Purchaser pursuant to section 365 of the Bankruptcy Code in accordance with and effective as provided in the Assumption Agreement between the Purchaser and the applicable counterparty without further order of this Court, unless otherwise requested by the applicable counterparty; *provided* that failure to file the Assumption Notice related to the Assumption Agreement shall have no effect on the enforceability or effectiveness of such Assumption Agreement. For the avoidance of doubt, the Purchaser is authorized to enter into Assumption Agreements with counterparties to Designated Contracts without the need of obtaining consent from the Debtors. To the extent liabilities related to Cure Costs are assigned to the Purchaser pursuant to the APA, the Debtors shall not be liable for any Cure Costs related to Designated Contracts.

27. Notwithstanding anything to the contrary included in Section 1.5 of the APA and subject to paragraph 3 of this Sale Order, the Purchaser may, but is not required, to direct the Debtors to file one or more motions to assume and assign certain Designated Contracts that have not previously been assumed and assigned pursuant to clause (a) or (b) of paragraph 25 above or otherwise rejected (each an “Assumption Motion”). If filed, each Assumption Motion must comply with the Local Bankruptcy Rules and the Bankruptcy Rules and shall include (a) the proposed Cure Costs, if any, associated with such Designated Contract as designated by the Purchaser, (b) a brief description of the information being supplied by the Purchaser to the applicable counterparty to show adequate assurance of future performance, and (c) the deadline to

object to the related Assumption Motion (the “Objection Deadline”), which deadline shall be no less than fourteen (14) calendar days from service of such notice. If no objection is filed by the Objection Deadline, the Debtors may file a certificate of no objection and the Court may enter an order approving the assumption and assignment of a Designated Contract without a hearing.

28. Subject to the procedures of this Sale Order, including paragraph 3, and the APA, the Debtors are hereby authorized in accordance with section 365 of the Bankruptcy Code to assume and assign the Assigned Contracts to the Purchaser free and clear of all Liens, and to execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Purchaser as provided in the APA; *provided that* Designated Contracts shall only be transferred free and clear upon assumption or assumption and assignment of such Designated Contracts. The Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assigned Contracts that are assumed and assigned in accordance with the procedures set forth in the APA or this Sale Order, and, to the extent permitted under section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from further liability with respect to Assigned Contracts.

29. Upon the Debtors’ assignment of the Assigned Contracts, to the Purchaser in accordance section 365 of the Bankruptcy Code, no default shall exist under any Assigned Contracts unless otherwise stipulated in the Assumption Agreement or in any order assuming or assuming and assigning a Designated Contract, and no counterparty to any Assigned Contracts shall be permitted to declare a default by any Debtor or the Purchaser, or otherwise take action against the Purchaser, as a result of any of the Debtors’ financial condition, bankruptcy, or the Debtors’ failure to perform any of its obligations under the relevant Assigned Contracts. Any provision in an Assigned Contracts that prohibits or conditions the assignment or sublease of such

Assigned Contracts or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment or sublease, constitutes an unenforceable anti-assignment provision under section 365 of the Bankruptcy Code that is void and of no force and effect, but only in connection with the assumptions and assignments authorized by this Sale Order. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Assigned Contract.

30. Notwithstanding anything herein to the contrary, the Purchaser's and the Debtors' rights are reserved to seek authority from the Court to shorten the notice and objection periods related to motions to assume or reject Designated Contracts in accordance with the Local Bankruptcy Rules and the Bankruptcy Rules and to schedule a hearing with the Court to effectuate the assumption and assignment of a Designated Contract pursuant to such authority; *provided* that in the event exigent circumstances exist, the rights of any party to seek relief on shortened notice on an emergency basis are reserved.

31. To the extent applicable, the Debtors shall file a schedule of the final Assigned Contracts reasonably promptly after the Closing Date.

32. Notwithstanding anything to the contrary in this Sale Order, the APA, or any related agreements, documents, or other instruments, or otherwise, all cash proceeds of the Sale, less (a) the amount then owing in respect of the Carve Out, as defined in the *Final Order (I) Authorizing Use of Cash Collateral and Affording Adequate Protection; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 268] (the "Cash Collateral Order") and (b) the Break-Up Fee, shall be paid on the Closing Date to the Senior Agents for application against

and the indefeasible payment of outstanding ABL Obligations and Term Loan Obligations owing by the Debtors to the Senior Agents and the other Senior Secured Parties (as defined in the Cash Collateral Order), in accordance with the Cash Collateral Order and the Senior Lender Intercreditor Agreement, until such time as all such obligations have been fully repaid and satisfied in full in accordance with the terms and conditions of the Cash Collateral Order.

33. **Good Faith.** The transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts) with Purchaser, unless such authorization is duly stayed pending such appeal. Purchaser is a good faith purchaser of the Acquired Assets, and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

34. **Additional Provisions re Cigna.** Notwithstanding anything in the APA, this Sale Order, or any notice related thereto to the contrary, the Employee Benefits Agreements, as defined in the *Objection of Cigna to Notice of Potential Assumption and Assignment of Unexpired Leases and Executory Contracts Pursuant to the Le Tote Sale* [Docket No. 391] and the *Protective Objection of Cigna to Notice of Potential Assumption and Assignment of Unexpired Leases and Executory Contracts Pursuant to the Lord & Taylor Sale* [Docket No. 435] (jointly, the “Cigna Objections”) shall not be assumed and assigned pursuant to this Sale Order. If the Debtors and Purchaser wish to have any or all of the Employee Benefits Agreements assumed and assigned as part of the Sale, any assumption, assignment, and cure issues related to the Employee Benefits Agreements shall be resolved by agreement between Cigna (as defined in the Cigna Objections),

the Debtors, and the Purchaser or, if no agreement can be reached, by further order of the Court upon reasonable notice to Cigna.

35. **Additional Provisions re SAP.** No provision of this Sale Order, the Motion, or the APA shall authorize or allow: (a) the assumption and/or assignment of any contract between any Debtor and SAP America, Inc. (“SAP”); (b) the sale or transfer of any rights or access to any cloud-based software services (the “Software Services”) provided by SAP to the Purchaser; or (c) the use, or the shared use, of the Software Services provided by SAP by or for the benefit of the Purchaser or any other third party.

36. **Additional Provisions re Capital One.** Notwithstanding any other provision to the contrary, none of this Sale Order, the APA or any related documents shall transfer any right or interest of Capital One Bank, National Association or Capital One Bank (USA), National Association (collectively, “Capital One”) in the Cardholder Data (as that term is defined in that certain Co-Branded and Private Label Credit Card Program Agreement, dated as of October 22, 2014, as amended, by and among, inter alia Lord & Taylor LLC and Capital One (the “Program Agreement”)), nor impair any right of Capital One in law or equity from taking any action to protect its interests in such Cardholder Data. The Debtors and Capital One reserve all of their rights, defenses, claims, and causes of action with respect to the Program Agreement and the Cardholder Data.

37. **Failure to Specify Provisions.** The failure specifically to include any particular provisions of the APA in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA be authorized and approved in its entirety; *provided, however*, that this Sale Order shall govern if there is any inconsistency between the APA (including all ancillary documents executed in connection therewith) and this Sale Order.

Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Sale Order shall control. Notwithstanding the relief granted in this Sale Order, to the extent of any conflict between the terms of this Sale Order and the Cash Collateral Order, the terms of the Cash Collateral Order shall control.

38. **Non-Material Modifications.** The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

39. **Amounts Payable by Debtors.** Any amounts payable by any Debtor under the agreements or any of the documents delivered by any Debtor in connection with the APA shall be paid in the manner provided in the APA and the Bid Procedures Order, without further order of this Court, shall be allowed administrative claims in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, shall have the other protections provided in the Bid Procedures Order, and shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtor, except by an express agreement with Purchaser, its successors, or assigns.

40. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Sale Order shall alter, conflict with, or derogate from, the provisions of the APA or this Sale Order.

41. **No Stay of Order.** Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), and pursuant to Bankruptcy Rules 7062 and 9014, this Sale Order shall not be stayed for fourteen (14) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the transactions referenced herein, and the Debtors and Purchaser intend to close the Sale as soon as practicable. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

42. **Calculation of Time.** All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006.

43. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the APA, including such actions as may be necessary to vest, perfect, or confirm, of record or otherwise, in Purchaser its right, title, and interest in and to the Acquired Assets.

44. **Retention of Jurisdiction.** This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto, and any waivers and consents thereunder, and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Debtors to Purchaser in accordance with the APA, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) interpret, implement, and enforce the provisions of this Sale Order and the APA, (b) adjudicate, if necessary, any and all disputes

concerning or relating in any way to the Sale, (c) protect Purchaser against any Encumbrances or other interests in the Debtors or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (d) enter any orders under section 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

Oct 21 2020

Dated: _____, 2020
Richmond, Virginia

/s/ Keith L Phillips

The Honorable Keith L. Phillips
United States Bankruptcy Judge

Entered On Docket: Oct 22 2020

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 A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

DATED AS OF OCTOBER 16, 2020

BY AND AMONG

SAADIA GROUP LLC, AS PURCHASER,

AND

LE TOTE, INC. AND LORD & TAYLOR LLC, AS THE COMPANY,

AND

THE OTHER SELLERS NAMED HEREIN

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of October 16, 2020, by and among Saadia Group LLC, a New York domestic limited liability company (“Purchaser”), Lord & Taylor LLC, a Delaware limited liability company (the “Company”), Le Tote, Inc. a Delaware corporation, and the Subsidiaries and/or other affiliated companies 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 operating the E-Commerce Platforms under the “Lord & Taylor” and “Le Tote” brands and related private label brands (as conducted by Sellers, the “Business”);

WHEREAS, the Company and certain of its affiliates commenced 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”) on August 2, 2020, pending in the United States Bankruptcy Court for the Eastern District of Virginia, which chapter 11 cases are jointly administered for procedural purposes (collectively, the “Bankruptcy Case”) under case number 20-33332 (KLP); and

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with 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 (the “Bankruptcy Rules”), 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 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 goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent exclusively related to the Business Intellectual Property, the Customer Information, the Social Media Accounts and the Acquired Claims;

(b) all Business Intellectual Property, including, but not limited to, all intellectual property listed on Schedule 1.1(b) hereto, and also including all rights to collect royalties, fees, income, payments and other proceeds in connection therewith with respect to the period from and after the Closing;

(c) all Social Media Accounts that contain or use any Business Intellectual Property;

(d) all causes of Action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise, existing on the Closing Date and in each case to the extent exclusively related to the Business Intellectual Property, the other the Acquired Assets or the Assumed Liabilities (collectively, the “Assigned Claims”), other than claim(s) set forth on Section 1.1(d) of the Disclosure Schedules (the “Excluded Claim”);

(e) copies of all Documents to the extent exclusively related to the Business Intellectual Property, Social Media Accounts, Assigned Claims (other than the Excluded Claim) and Customer Information; provided that Sellers may retain copies of any Documents transferred pursuant to this Section 1.1(e);

(f) the E-Commerce Platform and those Systems on which the E-Commerce Platform is resident and runs on;

(g) all Lord & Taylor and Le Tote customer data, customer lists, and information related to customer purchases through the E-Commerce Platform and Company branded Lord & Taylor stores, including, but not limited to customer e-mail addresses and/or physical addresses and related contact information (the “Customer Information”) and exclusively related to the Business including all past historical Customer Information of Lord & Taylor to the extent in the possession of Sellers (excluding from the foregoing any credit card numbers or related customer payment source, social security numbers, or other personally identifiable information the transfer of which would contravene applicable privacy Law). The Parties agree to cooperate in good faith to secure for Purchaser’s use the Capital One customer data related to the Business;

(h) [Omitted];

(i) all Equipment owned by Sellers as of the Closing that is exclusively used or held for use in the business of operating a subscription fashion rental service via the E-Commerce Platform for the “Le Tote” brand (the “Acquired Equipment”), including but not limited to any ERP systems, Equipment, hardware or software that constitute Acquired Equipment owned by Sellers which is independent and not owned by, leased from or connected with Affiliates of Hudson’s Bay Company;

(j) all inventory owned by the Sellers as of the Closing that is exclusively used or held for use in the operation of a subscription fashion rental service via the E-Commerce Platform for the “Le Tote” brand, other than Consignment Goods and inventory that has been billed and is being held for customers’ accounts (such excluded inventory, the “Excluded Inventory” and such acquired inventory, the “Acquired Inventory”); and

(k) the Contracts that the Sellers are party to as of the Closing so designated by Purchaser as set forth herein (i) that are exclusively related to the operation of the E-Commerce Platform, (ii) that are exclusively related to leases for the Equipment located in the Transferred Facility (the “Leased Equipment”) or (iii) that is a lease for the Transferred Facility (the “Transferred Lease”), in each case of the foregoing clauses (i), (ii) and (iii), to the extent assignable under applicable Law (collectively, including Contracts for the Acquired Equipment, the “Assigned Contracts”).

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 used in or related to the Excluded Business or not expressly included in the Acquired Assets (collectively, the “Excluded Assets”), including:

(a) all accounts receivable of Sellers existing on the Closing, except for any and all accounts receivable of the Sellers that first become due and owing on the date of the Closing;

(b) all real estate and all interests in real estate, including, but not limited to, any leasehold interests (other than the Transferred Lease);

(c) all tangible assets (other than Acquired Equipment, the Leased Equipment and the Acquired Inventory);

(d) all inventory (other than the Acquired Inventory);

(e) all Excluded Inventory;

(f) 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;

(g) all Contracts (other than the Assigned Contracts) (the “Excluded Contracts”);

(h) all goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent not exclusively related to the Acquired Assets;

(i) all Intellectual Property that is not Business Intellectual Property;

(j) (i) all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law, (ii) all Actions, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise, other than the Assigned Claims, and (iii) the Excluded Claim;

(k) all Documents (i) to the extent related to any of the Excluded Assets, Excluded Liabilities or the Excluded Business (including information stored on the computer systems, data networks or servers of any Seller); (ii) that are Sellers' financial accounting Documents, or (iii) that are 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;

(l) all Documents prepared or received by any Seller or any of its Affiliates in connection with the sale of the Acquired Assets and/or the Excluded Business, including (i) all records and reports prepared or received by Sellers, any of their respective Affiliates or Advisors in connection therewith, (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;

(m) all current and prior insurance policies of any of Sellers, including for the avoidance of 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;

(n) any capital stock or other equity interests of, or held by, any Seller or any of their respective Subsidiaries (or any securities convertible into, exchangeable, or exercisable for any such capital stock or other equity interests), including interests in joint ventures;

(o) the sponsorship of all Seller Plans, and any right, title or interest in any of the assets thereof or relating thereto;

(p) 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;

(q) all Tax refunds and Tax attributes that are not transferred by the operation of applicable Tax Law.

1.3 Assumption of 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 arising out of the ownership, use or operation of the Acquired Assets, in each case, from and after the Closing Date;

(b) all Liabilities (including, for the avoidance of doubt, Taxes (other than income Taxes of Sellers)) relating to the Cash Payment required to be paid, or actions required to be taken or not to be taken, by Purchaser under this Agreement and all Transfer Taxes;

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

(d) all Liabilities to the extent arising out of events or circumstances occurring from and after the Closing, in respect of or in connection with the failure by Purchaser or any of its Affiliates to comply with any Law or Order in respect of the Acquired Assets or the Business on or following the Closing Date;

(e) all Liabilities of Sellers under the Assigned Contracts that become due from and after the Closing; and

(f) 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 or Acquired Equipment (the "Cure Costs").

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 of, or Action against, Sellers or relating to the Acquired Assets, 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 as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "Excluded Liabilities").

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 or unexpired leases 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. 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, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform all of the obligations under 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 no later than November 5, 2020 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, except to the extent (and solely to the extent) of any reduction of any Cure Costs as a result of Contracts being excluded from the Assigned Contracts by Purchaser, 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, except to the extent (and solely to the extent) of any increase of any Cure Costs as a result of Contracts being included in the Assigned Contracts by Purchaser. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising 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) is been rejected by a Seller or terminated by a Seller or any other party thereto, or 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 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 six (6) 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 (without Seller having to pay any costs or fees in order to do so) 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

(b) Neither the Company nor any of its Subsidiaries has during the prior two (2) years received written notice from any Governmental Body regarding any actual or alleged violation of or liability under Environmental Laws that would reasonably be expected to have a Material Adverse Effect; and

(c) To the Knowledge of the Company, no Hazardous Substance has been released at a Transferred Stores by the Company or its Subsidiaries in violation of, and in a manner that would result in liability for the Company or its Subsidiaries under, any Environmental Law, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.9 Intellectual Property.

(a) Schedule 3.9(a) sets forth a correct and complete list of all material registered Intellectual Property, and all applications for registrations of Business Intellectual Property filed with any Governmental Body, in each case that is owned by the Company or one or more of its Subsidiaries (collectively, "Registered Intellectual Property").

(b) The Registered Intellectual Property is owned by a Seller free and clear of all Encumbrances, other than (i) the Permitted Encumbrances and (ii) currently existing pledge or security interests held by the Sellers' third party lenders and/or service providers under one or more of the Sellers' Contracts. The Registered Intellectual Property is subsisting and, to the Knowledge of the Company and/or the respective Seller, enforceable.

(c) To the Knowledge of the Company and the relevant Seller, the Business does not infringe, misappropriate or otherwise violate any Intellectual Property of any other Person, except where such infringement, misappropriation or violation would not, individually or in the aggregate, reasonably be expected to be material to the Business.

(d) To the Knowledge of the Company and the relevant Seller, no third party infringes, misappropriates or otherwise violates any Business Intellectual Property, except where such infringement, misappropriation or violation would not, individually or in the aggregate, reasonably be expected to be material to the Business.

(e) The Company and its Subsidiaries have used efforts that are reasonable under the circumstances to maintain the secrecy of the material Trade Secrets included in the Business Intellectual Property, except where such failure would not, individually or in the aggregate, reasonably be expected to be material to the Business.

(f) This Section 3.9 contains the sole and exclusive representations and warranties of the Company with respect to Intellectual Property.

3.10 Data Security. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, the Company and its Subsidiaries maintain commercially reasonable policies and procedures regarding data privacy, protection and security designed to protect any personally identifiable information of any individuals, including any customers, prospective customers, employees and/or other third parties of the Business collected by it. Except as would not, individually or in the aggregate, reasonably be expected to be

material to the Business, to the Knowledge of the Company, the transactions contemplated by this Agreement will not result in a breach of the Company's published privacy policies in effect as of the date hereof. To the Knowledge of the Company, as of the date hereof, the Company is in compliance in all material respects with all Laws relating to data loss, theft and breach of security notification obligations. This Section 3.10 contains the sole and exclusive representations and warranties of the Company with respect to data privacy, protection, and security.

3.11 Seller Plans.

(a) Schedule 3.11(a) sets forth a list of all material Seller Plans.

(b) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole, each Seller Plan that is intended to meet the requirements of a "qualified plan" under Section 401(a) of the Code, has either (i) received a favorable determination letter from the Internal Revenue Service or (ii) may rely on a favorable opinion letter issued by the Internal Revenue Service.

(c) The Seller Plans comply in form and in operation in all material respects with their terms and applicable Laws, including the requirements of the Code and ERISA, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole.

(d) With respect to the Seller Plans and except as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole: (i) all material contributions required to be made by the Company or any of its Subsidiaries have been made or properly accrued; (ii) there are no Actions pending or, to the Company's Knowledge, overtly threatened other than routine claims for benefits; and (iii) to the Company's Knowledge, there have been no "prohibited transactions" (as that term is defined in Section 406 of ERISA or Section 4975 of the Code).

(e) Neither the Company nor any of its Subsidiaries contributes to any Multiemployer Plan that is subject to Title IV of ERISA and Section 412 of the Code for the benefit of any employees of Sellers that are primarily engaged in the operation of the Business (the "Business Employees").

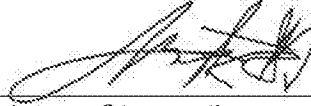
(f) None of the Seller Plans obligates the Company or its Subsidiaries to provide a Business Employee (or any dependent thereof) any material life insurance or medical or health benefits after his or her termination of employment with the Company or any of its Subsidiaries, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar state or local Law.

3.12 Employees.

(a) To the Knowledge of the Company, with respect to the Business Employees, the Company and its Subsidiaries are in compliance in all material respects with all applicable Laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, layoffs and immigration compliance,


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.

SAADIA GROUP LLC

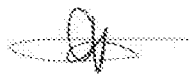
By: 
Name: Arvee Claravall
Title: CFO

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.

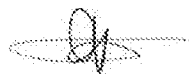
LE TOTE, INC.

By: 
Name: Ed Kremer
Title: Chief Restructuring Officer

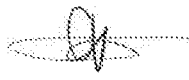
FRENCH TOTE LLC

By: 
Name: Ed Kremer
Title: Chief Operating Officer


LORD AND TAYLOR, LLC

By: 
Name: Ed Kremer
Title: Chief Operating Officer

LT CARD COMPANY LLC

By: 
Name: Ed Kremer
Title: Chief Operating Officer

LE TOTE, LLC

By: 
Name: Ed Kremer
Title: Chief Operating Officer

Schedule 3.9
Intellectual Property

(a)

1. On December 14, 2017, Le Tote, Inc. filed the following fictitious business names with the San Francisco County Clerk in connection with Le Tote's private label brands:

- i. BLK // LT
- ii. Cactus + Clover
- iii. Julep and Petals
- iv. Kaia Collective
- v. August 1 Eight
- vi. 818
- vii. AXS
- viii. NOIR

Patents: None.

Copyright:


Title	Registration Number	Owner
A Celebration of gifts and fashion--American style : catalogue / Lord & Taylor	TX 001462142	LORD & TAYLOR LLC
American refinement : Lord & Taylor	TX 001174270	LORD & TAYLOR LLC
American spirit--fashions and gifts to color your holidays	TX 001024553	LORD & TAYLOR LLC
American summer : Lord & Taylor catalogue	TX 001378972	LORD & TAYLOR LLC
At home American style	TX 000778062	LORD & TAYLOR LLC
Beautiful buy book: midwinter sales/savings starting December 26th	TX 854-409	LORD & TAYLOR LLC
Beautiful ideas (Lord & Taylor)	TX 002404636	LORD & TAYLOR LLC
Beauty buy book : Lord & Taylor catalogue	TX 001806717	LORD & TAYLOR LLC
Dad, as American style as Lord & Taylor	TX 001823256	LORD & TAYLOR LLC
Holiday treasures : a Christmas sampler from the American gift store	TX 002464364	LORD & TAYLOR LLC
Home sale	TX 000936400	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1981	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1982	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1983	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1984	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1985	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1986	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1987	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1988	LORD & TAYLOR LLC
Lord & Taylor	CSN0034031 1989	LORD & TAYLOR LLC
Lord & Taylor	CSN0037918 1982	LORD & TAYLOR LLC
Lord & Taylor	CSN0037918 1983	LORD & TAYLOR LLC

Title	Registration Number	Owner
Lord & Taylor : please come in for these and other wonderful savings	CSN0037918 1981	LORD & TAYLOR LLC
Lord & Taylor 235 "Santa's choice" gifts	TX 002206278	LORD & TAYLOR LLC
Lord & Taylor beautiful buy book	TX 1-256-283	LORD & TAYLOR LLC
Lord & Taylor beautiful buy book	TX 1-823-798	LORD & TAYLOR LLC
Lord & Taylor beautiful buy book	TX 2-267-923	LORD & TAYLOR LLC
Lord & Taylor beauty buy book	TX 1-916-856	LORD & TAYLOR LLC
Lord & Taylor beauty buy book	TX 2-273-551	LORD & TAYLOR LLC
Lord & Taylor beauty buy book	TX 2-324-329	LORD & TAYLOR LLC
Lord & Taylor beauty buy book	TX 272-526	LORD & TAYLOR LLC
Lord & Taylor dad's style is pure American	TX 002317742	LORD & TAYLOR LLC
Lord & Taylor gift wrap-up	TX 001940940	LORD & TAYLOR LLC
Lord & Taylor gifts and fashion American style : enhancements for the holidays and beyond : catalogue	TX 001226103	LORD & TAYLOR LLC
Lord & Taylor holiday home sale : entertaining ideas, special gifts, and marvelous savings for your home : catalogue	TX 001462156	LORD & TAYLOR LLC
Lord & Taylor home sale	CSN0037919 1981	LORD & TAYLOR LLC
Lord & Taylor home sale	CSN0037919 1982	LORD & TAYLOR LLC
Lord & Taylor home sale	CSN0037919 1983	LORD & TAYLOR LLC
Lord & Taylor home sale	CSN0037919 1984	LORD & TAYLOR LLC
Lord & Taylor home sale	CSN0037919 1985	LORD & TAYLOR LLC
Lord & Taylor home sale	CSN0037919 1986	LORD & TAYLOR LLC
Lord & Taylor just in time savings	TX 002204107	LORD & TAYLOR LLC
Lord & Taylor midwinter beauty buys	TX 001967156	LORD & TAYLOR LLC
Lord & Taylor personal luxuries	TX 000762507	LORD & TAYLOR LLC
Lord & Taylor shapes American fashion	TX 002122556	LORD & TAYLOR LLC
Lord & Taylor signature savings	TX 001782259	LORD & TAYLOR LLC
Lord & Taylor signature savings	TX 001911132	LORD & TAYLOR LLC
Lord & Taylor signature savings	TX 002158638	LORD & TAYLOR LLC
Lord & Taylor summer home furnishings catalogue : 1982	TX 000943439	LORD & TAYLOR LLC
Lord & Taylor summer home sale	TX 002086538	LORD & TAYLOR LLC
Lord & Taylor summer living sale	TX 002026929	LORD & TAYLOR LLC
Lord & Taylor the American santa	TX 001913734	LORD & TAYLOR LLC
Lord & Taylor the gift of fragrance	TX 002267526	LORD & TAYLOR LLC
Lord & Taylor wonderful savings for fall	TX 002140610	LORD & TAYLOR LLC
Lord & Taylor, a taste of diversity	TX 004350333	LORD & TAYLOR LLC
Lord & Taylor, our beauty buy book : special fragrance ed	TX 001226859	LORD & TAYLOR LLC
Lord & Taylor, welcome to our fall home sale	TX 001216766	LORD & TAYLOR LLC
Lord & Taylor: delight a favorite man	TX 2-084-944	LORD & TAYLOR LLC
Lord & Taylor: the American look	TX 1-868-960	LORD & TAYLOR LLC
Lord & Taylor: welcome to our fall home sale	TX 2-140-346	LORD & TAYLOR LLC

Title	Registration Number	Owner
Lord & Taylor: your guide to fall savings for you, your family, your home	TX 2-447-853	LORD & TAYLOR LLC
Lord & Taylor--the American Santa dreambook	TX 002206691	LORD & TAYLOR LLC
Lord and Taylor signature savings 1982 catalogue	TX 000877491	LORD & TAYLOR LLC
Man's shop sale	TX 002460786	LORD & TAYLOR LLC
Merry Christmas is coming!	TX 000991413	LORD & TAYLOR LLC
New color, new excitement : just the change you want right now / Lord & Taylor	TX 000886083	LORD & TAYLOR LLC
Our great holiday gift finds	TX 002463491	LORD & TAYLOR LLC
Savings in the tradition of the Man's Shop at Lord & Taylor	TX 002207721	LORD & TAYLOR LLC
Sensational gifts and exciting bonus offers--for yourself, for holiday giving--Lord & Taylor : Our beauty buy book	TX 001023822	LORD & TAYLOR LLC
Signature savings	TX 001259035	LORD & TAYLOR LLC
Signature savings : a Lord & Taylor catalogue	TX 001445835	LORD & TAYLOR LLC
Signature savings, our very special sale	TX 001003393	LORD & TAYLOR LLC
Signature savings, our very special sale	TX 002404637	LORD & TAYLOR LLC
Signature savings--our very special sale	TX 001087096	LORD & TAYLOR LLC
Summer in style	TX 000887921	LORD & TAYLOR LLC
Summer living, a Lord and Taylor catalogue	TX 001397943	LORD & TAYLOR LLC
The American Christmas : a Lord & Taylor catalogue	TX 001445834	LORD & TAYLOR LLC
The American look for spring : catalogue	TX 001072264	LORD & TAYLOR LLC
The American mother, just for her, with love from Lord & Taylor	TX 002326148	LORD & TAYLOR LLC
The American spring as we see it	TX 002006713	LORD & TAYLOR LLC
The Best of American spring	TX 002276312	LORD & TAYLOR LLC
The Gift of perfect time, wonderful watches for him & for her	TX 002460775	LORD & TAYLOR LLC
The Scents of beauty	TX 002460749	LORD & TAYLOR LLC
Very special savings on the most beautiful coats	TX 002463490	LORD & TAYLOR LLC
Welcome to our fall home sale--Lord & Taylor	TX 001889535	LORD & TAYLOR LLC
Wonderful fall savings : a Lord & Taylor catalogue	TX 001878082	LORD & TAYLOR LLC
You, the night and Lord & Taylor	TX 002463730	LORD & TAYLOR LLC

Trademarks and Trademark Applications:



Mark	Jurisdiction	App. Reg No.	App/Reg Date	Status	Owner
LETOTE	US	88/876192	April 17, 020	Pending	Le Tote, Inc.
LETOTE	Japan	6067039	August 3, 2018	Registered	Le Tote, Inc.
LE TOTE	Japan	6067040	August 3, 2018	Registered	Le Tote, Inc.
LE TOTES	Japan	6067041	August 3, 2018	Registered	Le Tote, Inc.
LT	Japan	6067042	August 3, 2018	Registered	Le Tote, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
A and Design 	Canada	1849133 7/25/2017	—	Pending	LORD & TAYLOR LLC
ASKYA	Canada	1849108 7/24/2017	—	Pending	LORD & TAYLOR LLC
KATE HILL	Canada	1394887 5/8/2008	TMA838247 12/11/2012	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	Canada	1314477 8/25/2006	TMA714633 5/16/2008	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	Canada	764818 9/16/1994	TMA669169 8/2/2006	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 424 FIFTH	Canada	1632987 6/27/2013	TMA941745 6/27/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR CASHMERE	Canada	1806947 10/28/2016	TMA986967 12/15/2017	Registered	LORD & TAYLOR LLC
LORD & TAYLOR CASHMERE	Canada	1576153 4/27/2012	TMA954772 11/9/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR WOMAN	Canada	1632985 6/27/2013	TMA943674 7/19/2016	Registered	LORD & TAYLOR LLC
ANGEL FISH	China	4233537 8/23/2004	4233537 4/21/2008	Registered	LORD & TAYLOR LLC
CONTEXT	China	4306043 10/14/2004	4306043 8/7/2008	Registered	LORD & TAYLOR LLC
GRANT THOMAS	China	4233733 8/23/2004	4233733 4/21/2008	Registered	LORD & TAYLOR LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
GRANT THOMAS	China	4233732 88/23/2004	4233732 4/21/2008	Registered	LORD & TAYLOR LLC
KATE HILL	China	4233689 88/23/2004	4233689 4/21/2008	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	4233688 8/23/2004	4233688 4/21/2008	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	4233687 88/23/2004	4233687 4/21/2008	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	4233684 8/23/2004	4233684 4/21/2008	Registered	LORD & TAYLOR LLC
MOON BEAMS	China	4233534 8/23/2004	4233534 4/21/2008	Registered	LORD & TAYLOR LLC
SPOTTED FROG	China	4233535 88/23/2004	4233537 4/21/2008	Registered	LORD & TAYLOR LLC
SPOTTED FROG	China	4233536 8/23/2004	4306043 4/21/2008	Registered	LORD & TAYLOR LLC
424 FIFTH 424	China	16338518 2/9/2015	16338518 4/7/2016	Registered	LORD & TAYLOR LLC
GLOBALI.D.	China	4306041 10/12/2004	4306041 5/28/2008	Registered	LORD & TAYLOR LLC
GRANT THOMAS	China	4233734 8/23/2004	4233734 9/28/2007	Registered	LORD & TAYLOR LLC
GRANT THOMAS	China	4233735 8/23/2004	4233735 9/28/2007	Registered	LORD & TAYLOR LLC
GRANT THOMAS	China	4233737 8/23/2004	4233737 9/28/2007	Registered	LORD & TAYLOR LLC
GRANT THOMAS	China	4233731 8/23/2004	4233731 9/28/2007	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	16338502 2/9/2015	16338502 6/28/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	16338507 2/9/2015	16338507 4/14/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	16338503 2/9/2015	16338503 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	16338501 2/9/2015	16338501 3/28/2016	Registered	LORD & TAYLOR LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
LORD & TAYLOR	China	16338504 2/9/2015	16338504 3/28/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	16338500 2/9/2015	16338500 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	4233685 8/23/2004	4233685 2/28/2009	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	4233686 8/23/2004	4233686 2/28/2009	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	China	16339474 2/9/2015	16339474 5/14/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 	China	16338498 2/9/2015	16338498 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 	China	16338499 2/9/2015	16338499 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 	China	16338496 2/9/2015	16338496 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 	China	16339475 2/9/2015	16339475 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 	China	16339476 2/9/2015	16339476 4/7/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 	China	16338495 2/9/2015	16338495 3/28/2016	Registered	LORD & TAYLOR LLC
LORD & TAYLOR and design 	China	16338505 2/9/2015	16338505 4/14/2016	Registered	LORD & TAYLOR LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
LORD & TAYLOR in Stylized Letters 	China	16338497 2/9/2015	16338497 6/28/2016	Registered	LORD & TAYLOR LLC
ASKYA	EU	17879283 3/23/2018	17879283 8/7/2018	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	EU	15811185 9/8/2016	15811185 3/10/2017	Registered	LORD & TAYLOR LLC
A and Design 	US	87976987 7/24/2017	5445170 4/10/2018	Registered	LORD & TAYLOR LLC
A SMARTER WAY TO SHOP	US	88139212 10/2/2018	6088176 6/30/2020	Registered	LORD & TAYLOR LLC
AMERICA'S DRESS ADDRESS	US	74218341 11/7/1991	1720961 9/29/1992	Registered/Re newed	LORD & TAYLOR LLC
ASKYA	US	87976980 7/24/2017	5513909 7/10/2018	Registered	LORD & TAYLOR LLC
BEAUTY.NOW	US	78298297 9/10/2003	2929831 3/1/2005	Registered	LORD & TAYLOR LLC
BEAUTY.NOW	US	76373174 2/20/2002	2696590 3/11/2003	Registered	LORD & TAYLOR LLC
BIRDCAGE	US	86627570 5/12/2015	4870733 12/15/2015	Registered	LORD & TAYLOR LLC
BIRDCAGE and Design 	US	86627572 5/12/2015	4870734 12/15/2015	Registered	LORD & TAYLOR LLC
DESIGN LAB and Design 	US	86412432 10/1/2014	4998958 7/12/2016	Registered	LORD & TAYLOR LLC
FIND@LORD & TAYLOR	US	86729041 8/18/2015	5781899 6/18/2019	Registered	LORD & TAYLOR LLC
FIND@LORD & TAYLOR in stylized letters 	US	86739914 8/28/2015	5800585 7/9/2019	Registered	LORD & TAYLOR LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
KATE HILL	US	76074857 6/21/2000	2521282 12/18/2001	Registered	LORD & TAYLOR LLC
L+T	US	88139214 10/2/2018	6091695 6/30/2020	Registered	LORD & TAYLOR LLC
L+T A SMARTER WAY TO SHOP	US	88139215 10/2/2018	—	Pending Intent to Use	LORD & TAYLOR LLC
LABORATORY LT MAN	US	87666968 10/31/2017	5496615 6/19/2018	Registered	LORD & TAYLOR LLC
LABORATORY. LORD & TAYLOR MAN	US	87666974 10/31/2017	5496616 6/19/2018	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	US	77374577 1/17/2008	3488206 8/19/2008	Registered	LORD & TAYLOR LLC
LORD & TAYLOR	US	74668803 5/1/1995	1960413 3/5/1996	Registered	LORD & TAYLOR LLC
LORD & TAYLOR 424 FIFTH	US	85974463 7/1/2013	4874817 12/22/2015	Registered	LORD & TAYLOR LLC
LORD & TAYLOR and  Design	US	88312193 2/22/2019	5940014 12/17/2019	Registered	LORD & TAYLOR LLC
LORD & TAYLOR in stylized letters 	US	77374557 1/17/2008	3488202 8/19/2008	Registered	LORD & TAYLOR LLC
LORD & TAYLOR THE DRESS ADDRESS	US	87271656 12/16/2016	5429384 3/20/2018	Registered	LORD & TAYLOR LLC
SHOP SMART, DO GOOD	US	85006217 4/5/2010	4150675 5/29/2012	Registered	LORD & TAYLOR LLC
THE DRESS ADDRESS	US	87271670 12/16/2016	5429385 3/20/2018	Registered	LORD & TAYLOR LLC

Domain Names:

Domain Name	Registrant
Letote.com	Private
letote-china.com	Le Tote (Hong Kong) Limited
letote-hk.com	Le Tote (Hong Kong) Limited
letote.com.hk	Le Tote (Hong Kong) Limited
letote.kr	James Tagliani
letote.me	Le Tote
letote.us	Le Tote

Domain Name	Registrant
findat.com	LORD & TAYLOR LLC
findatlandt.com	LORD & TAYLOR LLC
findatlordandtaylor.com	LORD & TAYLOR LLC
findlandt.com	LORD & TAYLOR LLC
findlordandtaylor.com	LORD & TAYLOR LLC
findlordtaylor.com	LORD & TAYLOR LLC
findlt.com	LORD & TAYLOR LLC
findsatlandt.com	LORD & TAYLOR LLC
findsatlordandtaylor.com	LORD & TAYLOR LLC
findsatlordtaylor.com	LORD & TAYLOR LLC
findsatlt.com	LORD & TAYLOR LLC
findslandt.com	LORD & TAYLOR LLC
findslordandtaylor.com	LORD & TAYLOR LLC
findslt.com	LORD & TAYLOR LLC
katehill.biz	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
katehill.ca	LORD & TAYLOR LLC
katehill.us	LORD & TAYLOR LLC
landtannex.com	LORD & TAYLOR LLC
lordadtaylorcard.com	LORD & TAYLOR LLC
lordamndtaylor.com	LORD & TAYLOR LLC
lordanandtaylor.com	LORD & TAYLOR LLC
lordandtailorannex.com	LORD & TAYLOR LLC
lordandtaylorannex.com	LORD & TAYLOR LLC
lordandtaylor.app	LORD & TAYLOR LLC

Domain Name	Registrant
lordandtaylor.biz	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylor.ca	LORD & TAYLOR LLC
lordandtaylor.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylor.info	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylor.mobi	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylor.net	LORD & TAYLOR LLC
lordandtaylor.us	LORD & TAYLOR LLC
lordandtaylor.xxx	PRIVATE (on behalf of Lord & Taylor LLC)
lordandtayloranex.com	LORD & TAYLOR LLC
lordandtaylorcard.com	LORD & TAYLOR LLC
lordandtaylors.com	LORD & TAYLOR LLC
lordandtaylorfacts.com	LORD & TAYLOR LLC
lordandtaylorfind.ca	LORD & TAYLOR LLC
lordandtaylorfind.com	LORD & TAYLOR LLC
lordandtaylorfinds.ca	LORD & TAYLOR LLC
lordandtaylorfinds.com	LORD & TAYLOR LLC
lordandtaylorgifts.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylorgifts.us	LORD & TAYLOR
lordandtaylorstore.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylorweddings.biz	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylorweddings.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylorweddings.info	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
lordandtaylorweddings.us	LORD & TAYLOR LLC
lordangtaylor.com	LORD & TAYLOR LLC
lordanldtaylor.com	LORD & TAYLOR LLC
lordanndtaylor.com	LORD & TAYLOR LLC
lordanntaylor.com	LORD & TAYLOR LLC
lordantaylor.com	LORD & TAYLOR LLC
lordantdtaylor.com	LORD & TAYLOR LLC
lordanytaylor.com	LORD & TAYLOR LLC
lordntaylors.com	LORD & TAYLOR LLC

Domain Name	Registrant
lordondtaylor.com	LORD & TAYLOR LLC
lordsbdtaylor.com	LORD & TAYLOR LLC
lordtandtaylorcard.com	LORD & TAYLOR LLC
l-t.us	LORD & TAYLOR LLC
ltfacts.com	LORD & TAYLOR LLC
ltfind.ca	LORD & TAYLOR LLC
ltfind.com	LORD & TAYLOR LLC
ltfinds.ca	LORD & TAYLOR LLC
ltfinds.com	LORD & TAYLOR LLC
mayco.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
maycompany.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
may-company.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
myfavoritechristmas.us	LORD & TAYLOR LLC
myfavoritegiftstore.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
myfavoritestore.us	LORD & TAYLOR LLC
mylordandtaylor.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
shoplordandtaylor.com	CSC/PRIVATE (on behalf of Lord & Taylor LLC)
Letote.com	

Social Media:

Instagram: lordandtaylor
Facebook: Lord + Taylor
Twitter: @lordandtaylor
LinkedIn: Lord + Taylor
YouTube: Lord + Taylor
Instagram: letote
Facebook: Le Tote
Twitter: @letote
Pinterest: @letote
LinkedIn: Le Tote

Along with all account and profile information for, all passwords and administrator rights to, the foregoing.