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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM643491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saks.com LLC		04/30/2021	Limited Liability Company: DELAWARE
Saks.com Holdings LLC		04/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PLC Agent LLC
Street Address:	18 Shipyard Drive
City:	Hingham
State/Country:	MASSACHUSETTS
Postal Code:	02043
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark	
Registration Number:	5355433	O5	
Registration Number:	4699866	OFF 5TH	
Registration Number:	4699867	OFF 5TH	
Registration Number:	4867667	MADISON SUPPLY	
Registration Number:	5186694	MORE	
Registration Number:	3997431	OFF 5TH	
Registration Number:	4002313	OFF 5TH	
Registration Number:	3551064	SAKS FIFTH AVENUE OFF 5TH	
Registration Number:	3368500	SAKS FIFTH AVENUE	
Registration Number:	2869986	KEY TO THE CURE	
Registration Number:	2351428	SAKS & COMPANY	
Registration Number:	2221406	SAKS FIFTH AVENUE	
Registration Number:	2024140	SAKSFIRST	
Registration Number:	1976296	OFF 5TH	
Registration Number:	1839730	CAFE SFA	
Registration Number:	1994280	SAKS FIFTH AVENUE	
Registration Number:	1667955	SAKS FIFTH AVENUE	
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TRADEMARK

900613541 REEL: 007275 FRAME: 0867

Property Type	Number	Word Mark
Registration Number:	1359451	SAKS FIFTH AVENUE
Registration Number:	1197494	THE FIFTH AVENUE CLUB
Registration Number:	1180632	SAKS FIFTH AVENUE
Registration Number:	1180633	SAKS FIFTH AVENUE
Registration Number:	0737308	SAKS FIFTH AVENUE
Registration Number:	0627814	SAKS FIFTH AVENUE
Registration Number:	0628489	SAKS FIFTH AVENUE
Registration Number:	0635368	SAKS FIFTH AVENUE
Registration Number:	0620917	SAKS FIFTH AVENUE
Registration Number:	4930665	RUSSELL PARK
Registration Number:	4969459	FIFTH CITY
Registration Number:	4752937	STONE & ASTER
Registration Number:	4752940	STONE & ASTER
Registration Number:	5032315	SPARROW LAKE
Registration Number:	5091560	SPARROW LAKE
Registration Number:	5032316	SPARROW LAKE
Registration Number:	5036938	STONE & ASTER
Registration Number:	4705064	EZZER KEZZER
Registration Number:	4705028	JAKE & RIVINGTON
Registration Number:	4795982	808 HOME
Registration Number:	4795983	808 HOME
Registration Number:	4795984	808 HOME
Registration Number:	4795985	808 HOME
Registration Number:	4795986	808 HOME
Registration Number:	4685699	AVA & AIDEN
Registration Number:	4905547	PURE NAVY
Registration Number:	4713026	NEAR NORTH CLOTHIERS
Registration Number:	5329898	MILLBURN CO.
Registration Number:	4712944	MARABELLE
Registration Number:	4752278	SHORE LEAVE
Registration Number:	4339890	WALL + WATER
Registration Number:	4339712	WYTHE NY
Registration Number:	4299048	MAIDEN LANE
Registration Number:	4377102	AVA & AIDEN
Registration Number:	4498505	RENVY
Registration Number:	5887182	FIFTH CITY
Registration Number:	4713722	KAMI MATERNITY
Registration Number:	5209450	MADISON SUPPLY

Property Type	Number	Word Mark	
Registration Number:	6251720	NHP	
Registration Number:	5904289	NOMINEE	
Registration Number:	5846679	RUSSELL PARK	
Registration Number:	5647775	SAKS	
Registration Number:	5434329	SAKS FIFTH AVENUE THE COLLECTIVE	
Registration Number:	5703800	SAKS FIFTH AVENUE THE VAULT	
Registration Number:	5647776	SAKS WELLERY	
Registration Number:	5503868	THE BEST REWARDS IN FASHION	
Registration Number:	5647777	WELLERY	
Registration Number:	6158618	SAKS OFF 5TH	
Registration Number:	5875299	SAKS OFF 5TH	
Registration Number:	6176183	SAKS OFF 5TH	
Registration Number:	5705337	PURE NAVY	

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010878-0029
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	04/30/2021

Total Attachments: 6

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EXECUTION VERSION

GRANT OF SECURITY INTEREST IN TRADEMARKS

April 30, 2021

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency

of which are hereby acknowledged, the undersigned (each a "Grantor" and collectively, the

"Grantors"), hereby grant to PLC AGENT LLC, as Agent for its own benefit and the benefit of

the other Credit Parties (as defined in the Security Agreement referred to below), having an

office at 18 Shipyard Drive, Hingham, Massachusetts 02043 (the "Grantee"), a continuing

security interest in the following: (i) all of each Grantor's right, title and interest in, to and under

the trademarks, service marks, trademark registrations, service mark registrations, trademark

applications, and service mark applications set forth on Schedule A attached hereto (the

foregoing, collectively, the "Marks"), (ii) all Proceeds (as such term is defined in the Security

Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with

which the Marks are associated, and (iv) all causes of action arising prior to or after the date

hereof for infringement of any of the Marks or unfair competition regarding the same; provided

however that this shall not include any Marks that are included in clause (b) of the definition of

"Excluded Property" (as defined in the Security Agreement referred to below); provided further

that such "intent-to-use trademark" applications shall remain Excluded Property only until a

statement of use or amendment to allege use is filed and accepted by the United States Patent and

Trademark Office or any other filing is made or circumstances otherwise change so that the

interest of the applicable Grantor in such Marks is no longer on an "intent-to-use" basis.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") is

made to secure the satisfactory performance and payment of all the Secured Obligations of the

Grantors, as such term is defined in the Security Agreement by, among others, the Grantors, the

other Grantors party thereto (as defined therein), and the Grantee, dated as of the date hereof (as

amended, modified, supplemented or restated hereafter, the "Security Agreement").

10291743

This Grant has been granted in conjunction with the security interest granted to

the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. Unless otherwise defined herein,

terms defined in the Security Agreement and used herein have the meaning given to them in the

Security Agreement. In the event that any provisions of this Grant are deemed to conflict with

the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any claims, controversy, dispute or cause of action (whether in

contract or tort or otherwise) based upon, arising out of, or relating to this Grant and the

transactions contemplated hereby shall be governed by, and construed in accordance with, the

law of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

SAKS.COM LLC, as a Grantor

Name: Vince Phelan

Title: Chief Financial Officer

SAKS.COM HOLDINGS LLC, as a Grantor

Name: Vince Phelan

Title: Chief Financial Officer

[Saks.com - Signature Page to Grant of Security Interest in Trademarks]

ACKNOWLEDGED AND ACCEPTED:

PLC AGENT LLC, as Grantee

By:

Pathlight Capital LP,

Its Sole Member

By:

Pathlight GP LLC,

Its General Partner

Name: Matthew N. Williams

Title: Managing Director

SCHEDULE A

United States Registered Trademarks

Mark	Owner	Application/Registration No
O5	Saks.com LLC	5355433
OFF 5TH	Saks.com LLC	4699866
OFF 5TH	Saks.com LLC	4699867
MADISON SUPPLY	Saks.com LLC	4867667
MORE	Saks.com LLC	5186694
OFF 5TH	Saks.com LLC	3997431
OFF 5TH	Saks.com LLC	4002313
SAKS FIFTH AVENUE OFF 5TH	Saks.com LLC	3551064
SAKS FIFTH AVENUE	Saks.com LLC	3368500
KEY TO THE CURE	Saks.com LLC	2869986
SAKS & COMPANY	Saks.com LLC	2351428
SAKS FIFTH AVENUE	Saks.com LLC	2221406
SAKSFIRST	Saks.com LLC	2024140
OFF 5TH	Saks.com LLC	1976296
CAFE SFA	Saks.com LLC	1839730
SAKS FIFTH AVENUE	Saks.com LLC	1994280
SAKS FIFTH AVENUE	Saks.com LLC	1667955
SAKS FIFTH AVENUE	Saks.com LLC	1359451
THE FIFTH AVENUE CLUB	Saks.com LLC	1197494
SAKS FIFTH AVENUE	Saks.com LLC	1180632
SAKS FIFTH AVENUE	Saks.com LLC	1180633
SAKS FIFTH AVENUE	Saks.com LLC	0737308
SAKS FIFTH AVENUE	Saks.com LLC	0627814
SAKS FIFTH AVENUE	Saks.com LLC	0628489
SAKS FIFTH AVENUE	Saks.com LLC	0635368
SAKS FIFTH AVENUE	Saks.com LLC	0620917
RUSSELL PARK	Saks.com LLC	4930665
FIFTH CITY	Saks.com LLC	4969459
STONE & ASTER	Saks.com LLC	4752937
STONE & ASTER	Saks.com LLC	4752940
SPARROW LAKE	Saks.com LLC	5032315
SPARROW LAKE	Saks.com LLC	5091560
SPARROW LAKE	Saks.com LLC	5032316
STONE & ASTER	Saks.com LLC	5036938
EZZER KEZZER	Saks.com LLC	4705064
JAKE & RIVINGTON	Saks.com LLC	4705028
808 HOME	Saks.com LLC	4795982
808 HOME	Saks.com LLC	4795983

Schedule A to Grant of Security Interest in Trademarks

Mark	Owner	Application/Registration No
808 HOME	Saks.com LLC	4795984
808 HOME	Saks.com LLC	4795985
808 HOME	Saks.com LLC	4795986
AVA & AIDEN	Saks.com LLC	4685699
PURE NAVY	Saks.com LLC	4905547
NEAR NORTH CLOTHIERS	Saks.com LLC	4713026
MILLBURN CO.	Saks.com LLC	5329898
MARABELLE	Saks.com LLC	4712944
SHORE LEAVE	Saks.com LLC	4752278
WALL + WATER	Saks.com LLC	4339890
WYTHE NY	Saks.com LLC	4339712
MAIDEN LANE	Saks.com LLC	4299048
AVA & AIDEN	Saks.com LLC	4377102
RENVY	Saks.com LLC	4498505
FIFTH CITY	Saks.com LLC	5887182
KAMI MATERNITY	Saks.com LLC	4713722
MADISON SUPPLY	Saks.com LLC	5209450
NHP	Saks.com LLC	6251720
NOMINEE	Saks.com LLC	5904289
RUSSELL PARK	Saks.com LLC	5846679
SAKS	Saks.com LLC	5647775
SAKS FIFTH AVENUE THE COLLECTIVE	Saks.com LLC	5434329
SAKS FIFTH AVENUE THE VAULT	Saks.com LLC	5703800
SAKS WELLERY	Saks.com LLC	5647776
THE BEST REWARDS IN FASHION	Saks.com LLC	5503868
WELLERY	Saks.com LLC	5647777
SAKS OFF 5TH	Saks.com LLC	6158618
SAKS OFF 5TH	Saks.com LLC	5875299
SAKS OFF 5TH & DESIGN	Saks.com LLC	6176183
PURE NAVY	Saks.com LLC	5705337

Schedule A to Grant of Security Interest in Trademarks

RECORDED: 04/30/2021