SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

October 29, 2021

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the "<u>Grantor</u>"), hereby grants to PATHLIGHT CAPITAL LP, as Agent for its own benefit and the benefit of the other Credit Parties (as defined in the General Security Agreement referred to below), having an office at 18 Shipyard Drive, Suite 2C, Hingham, Massachusetts 02043 (the "<u>Grantee</u>"), a continuing security interest, in accordance with the General Security Agreement, in the following: (i) all of the 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 <u>Schedule A</u> attached hereto (the foregoing, collectively, the "<u>Marks</u>"), (ii) all Proceeds (as such term is defined in the General 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.

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (this "<u>Grant</u>") is made to secure the satisfactory performance and payment in relation to the Marks of all the Secured Obligations of the Grantor, as such term is defined in the General Security Agreement by, among others, the Grantor, the other Grantors party thereto (as defined therein), and the Grantee, dated as of November 25, 2020 (as amended by that certain Third Amendment to the Credit Agreement and First Amendment to the Security Agreement, dated as of the date hereof, and as further amended, modified, supplemented or restated hereafter, the "<u>General Security Agreement</u>").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the General Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the General Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the General Security Agreement and used herein have the meaning given to them in the General Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the General Security Agreement, the provisions of the General 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 Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

HUDSON'S BAY COMPANY ULC, as a Grantor

By: Va Part ___

Name: Ian Putnam Title: President & CEO, HBC Properties and Investments

ACKNOWLEDGED AND ACCEPTED:

PATHLIGHT CAPITAL LP, as Grantee

By: PATHLIGHT GP LLC, its General Partner

By:_

Name: Katie Hendricks Title: Managing Director

Schedule A

Active United States Trademarks

		Application/
Mark	Owner	Registration No.
BLACK BROWN 1826 SHIELD & DESIGN	Hudson's Bay Company ULC	4280539
BLACK BROWN		
CORE LIFE	Hudson's Bay Company ULC	6242381
CORE LIFE & Design	Hudson's Bay Company ULC	6375446

		Name of	Application/
Mark (Profile Name)	Design	Owner	Registration No.
HUDSON'S BAY CHARTER FOR		Hudson's Bay	
CHANGE		Company ULC	2102109
LA CHARTE POUR LE			
CHANGEMENT LA BAIE		Hudson's Bay	
D'HUDSON		Company ULC	2102108
		Hudson's Bay	
HUDSON NORTH		Company ULC	2108685
ZELLERS		Hudson's Bay	
		Company ULC	2117654
ZELLERS MARKETPLACE		Hudson's Bay	
		Company ULC	2117731
ZELLERS STYLIZED	Zellers		
		Hudson's Bay	
		Company ULC	2117653
BLACK BROWN 1826 SHIELD & DESIGN	BLACK JEROWN		
		Hudson's Bay	
		Company ULC	TMA867756
BLACK BROWN 1826 &			
DESIGN			
	BLACK BROWN	Undoon's Day	
	1020	Hudson's Bay	TMA796919
	V	Company ULC	1MA/90919

Active Canadian Trademarks

900653288 11/01/2021 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM684802

ntity Type		
ability Company:		
18 Shipyard Drive		

j -		
State/Country:	MASSACHUSETTS	
Postal Code:	02043	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4280539	BLACK BROWN 1826
Registration Number:	6242381	CORE LIFE
Registration Number:	6375446	CORE LIFE

CORRESPONDENCE DATA

Fax Number:6172484000Correspondence 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:16172485000

Email:	tmadmin@choate.com
Correspondent Name:	Sara M. Bauer
Address Line 1:	Two International Place
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010878-0026
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	11/01/2021

Total Attachments: 5

source=Pathlight ____ HBC - Supplemental Grant of Security Interest in Trademarks (HBC ULC)(Executed)#page1.tif

source=Pathlight	HBC - Supplemental Grant of Security Interest in Trademarks (HBC ULC)(Executed)#page2.tif
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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

October 29, 2021

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THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (this "<u>Grant</u>") is made to secure the satisfactory performance and payment in relation to the Marks of all the Secured Obligations of the Grantor, as such term is defined in the General Security Agreement by, among others, the Grantor, the other Grantors party thereto (as defined therein), and the Grantee, dated as of November 25, 2020 (as amended by that certain Third Amendment to the Credit Agreement and First Amendment to the Security Agreement, dated as of the date hereof, and as further amended, modified, supplemented or restated hereafter, the "<u>General Security Agreement</u>").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the General Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the General Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the General Security Agreement and used herein have the meaning given to them in the General Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the General Security Agreement, the provisions of the General 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 Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

TRADEMARK REEL: 007478 FRAME: 0787 IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date above first written.

HUDSON'S BAY COMPANY ULC, as a Grantor

By: Alt ____

Name: Ian Putnam Title: President & CEO, HBC Properties and Investments

[Signature Page to Supplemental Grant of Security Interest in Trademarks]

TRADEMARK REEL: 007478 FRAME: 0788

ACKNOWLEDGED AND ACCEPTED:

PATHLIGHT CAPITAL LP, as Grantee

By: PATHLIGHT GP LLC, its General Partner

By:

Name Katie Hendricks Title: Managing Director

[Signature Page to Supplemental Grant of Security Interest in Trademarks]

TRADEMARK REEL: 007478 FRAME: 0789

Schedule A

Active United States Trademarks

Mark	Owner	Application/ Registration No.
BLACK BROWN 1826 SHIELD & DESIGN	Hudson's Bay Company ULC	4280539
CORE LIFE	Hudson's Bay Company ULC	6242381
CORE LIFE & Design	Hudson's Bay Company ULC	6375446
life		

	Active	Canadian	Trademarks
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		Name of	Application/
Mark (Profile Name)	Design	Owner	Registration No.
HUDSON'S BAY CHARTER FOR		Hudson's Bay	
CHANGE		Company ULC	2102109
LA CHARTE POUR LE			
CHANGEMENT LA BAIE		Hudson's Bay	
D'HUDSON		Company ULC	2102108
		I.I. daan'a Dar	
HUDSON NORTH		Hudson's Bay Company ULC	2108685
		Hudson's Bay	2108085
ZELLERS		Company ULC	2117654
ZELLERS MARKETPLACE		Hudson's Bay	2117034
ZELLERS MARKETFLACE		Company ULC	2117731
ZELLERS STYLIZED			211//31
	Zellers		
	Zelo-	Hudson's Bay	
		Company ULC	2117653
BLACK BROWN 1826 SHIELD	BLACK		
& DESIGN			
		Hudson's Bay	
		Company ULC	TMA867756
BLACK BROWN 1826 &			
DESIGN	BLACK BROWN		
	1826	Hudson's Bay	
		Company ULC	TMA796919
	· · · · · ·	company one	

113963139 v3

RECORDED: 11/01/2021

Choate, Hall & Stewart, LLP Attention: Sara M. Bauer Two International Place Boston, MA 02110



Certificate of Recordation

This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Spiia Pertmatter

United States Register of Copyrights and Director

December 02, 2020

Date of Recordation

9984

375

Volume

Doc. No.

Copyright United States Carport States

The Copyright Office is now accepting electronic submissions to record transfers of copyright ownership and other documents pertaining to a copyright. Submitting electronically online through the new Recordation system has many benefits over paper submissions: faster processing times, lower filing fees, and new features including online status tracking and the ability to correct errors. Using the online Recordation System could reduce your processing time by as much as ninety days.

We encourage you to learn more and start using the new electronic Recordation System today by going to copyright.gov/recordation/pilot/.

Regards,

Recordation Division U.S. Copyright Office

EXECUTION

GRANT OF SECURITY INTEREST IN COPYRIGHTS

November 25, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (each a "Grantor" and collectively, the "Grantors"), hereby grant to PATHLIGHT CAPITAL LP, 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, Suite 2C, Hingham, Massachusetts 02043 (the "Grantee"), a continuing security interest, in accordance with the Security Agreement, in (i) all of each Grantor's right, title and interest in, to and under the copyrights (the "Copyrights") set forth on <u>Schedule A</u> attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Copyrights, (iii) the goodwill of the businesses with which the Copyrights are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN COPYRIGHTS (this "Grant") is made to secure the satisfactory performance and payment in relation to the Copyrights 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 from time to time party thereto (as defined therein), and the Grantee, dated as of November 25, 2020 (as amended, modified, supplemented or restated hereafter, the "Security Agreement").

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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

SAKS INCORPORATED, as a Grantor

By:

Name: Ian Putnam Title: President & CEO, HBC Properties and Investments

SAKS & COMPANY LLC, as a Grantor

By:

Name: Ian Putnam Title: President & CEO, HBC Properties and Investments

ACKNOWLEDGED AND ACCEPTED:

PATHLIGHT CAPITAL LP, as Grantee

By: PATHLIGHT GP LLC, its General Partner

l By: Name: Katie Hendricks

Title: Managing Director

[Signature Page to U.S. Grant of Security Interest in Copyrights]

Schedule A

Active United States Copyrights

Owner	Title	Registration Number
Saks & Company LLC	Leaf	VA0000405075
Saks & Company LLC	Paisley	VA0000402615
Saks & Company LLC	Ribbon	VA0000406442
Saks & Company LLC	Juggles, the clown	VA0000397701
Saks Incorporated	Saks Incorporated ; the Sak's Story / R. Brad Martin	TX0005734520

Active Canadian Copyrights

Owner	Title	Category	Registration Number
Saks & Company LLC	Real Clothes Saks Fifth Avenue New York NY 10022 Logo	Artistic	442021

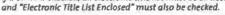


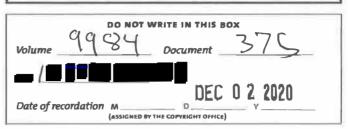
Form DCS (Document Cover Sheet) For Recordation of Documents under 17 U.S.C. §205

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections sog and 705 of tille 17 of the United States Code authorize the Copyright Office to collect the personally identifying information (Pil) requested on this form and provided in the document submitted for recordation or other materials accompanying the submission. Pil is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, including, but not limited to, providing it in any document or other file, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports propared for the public. If you do not provide the information requested, recordation may be refused or desped, and you may not be entitled to cartain relief, remedies, and benefits under the copyright law.







Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (foll fees).

Send to: Library of Congress, Copyright Office–DOC, LM 433, 101 Independence Avenue SE, Washington, DC 20559-6000 If submitting a DOMW, send to: Copyright Office–DOMW, P.O. Box 71537, Washington, DC 20024-1537

To the Register of Copyrights: Please record the accompanying document.

IMPORTANT: Please read all instructions for completing this form. If you have enclosed an electronic title list or if your document is a Declaration of Ownership in a Musical Work (DOMW), check the appropriate box(es) on the top of this page.

1	Title and/or registration number of first work provided in document	Leaf VA0000405075
2	Total number of additional works and alternate identifiers in document	4
3	Amount of fee calculated	\$ 185.00 (Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))
4	Fee enclosed	Check Money Order Fee authorized to be charged to Copyright Office deposit account Deposit account number Redacted Deposit account name Redacted
5	Return receipt requested	If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope
6	Redacted document	 Check if document is redacted Check if a written justification for redacted material not enumerated in 37 C.F.R. § 201.4(d)(4)(i) is enclosed
7	English translation	Check if an English translation of non-English material is enclosed



8	Document type	Assignment Exclusive License	Non-Exclusive L	icense
	(Check the one that best describes the document.)	Change of Address X Mortgage or Se Affidavit/Declaration/Certification Change of Name (<i>e.g.</i> , via merger agreement Other	Court Order] Will icles of incorporation)
9	Document's Date of Execution	November 25, 2020		
10	Party Information (Provide the names of all parties to the document and the nature of their respective relationships to the document, including which party, if any, is the current copyright owner of the works to which the document pertains. A mailing address must also be provided if submitting a DOMW and may be voluntarily provided for all other documents. If more space is needed, attach an additional sheet.)	Number/Street 225 Liberty Street, 31st Floor City New York Name Saks & Company LLC Name grantor	State NY	

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying document, and any other enclosed materials to the U.S. Copyright Office for recordation, and that all information I have submitted is true, accurate, and complete to the best of my knowledge, information, and belief, and is provided in good faith.

l understand that any falsification or misrepresentation may subject me to civil or criminal hability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature La H. Baver		Date <u>11/25/2020</u>
Name Sara M. Bauer		
Title/Organization Associate/Choate, Hall	& Stewart LLP	
Number/Street Two International Place		Apt/Suite
City Boston	State MA	Zip 02110
Phone number 617-248-5000	Fax number 617-248-4000	
Email tmadmin@choate.com		

11 Remitter Information

and Certifications

(You, the individual actually submitting this form and the

attached document to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the document is successfully recorded.)

12 Document Certifications

(These certifications can be made either by the remitter identified on the previous page or another individual. If a different individual is making each document certification, complete and attach an additional copy of this page.)

True and Correct Copy Certification

Original document enclosed

Official certification enclosed

Sworn certification: I certify under penalty of perfury that the accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document.

l am a(n) (select one)	party
	successor-in-interest to a party
	Describe your relationship to the document or the original parties to the document:
2	
	X authorized representative of a party
	Which party do you represent: Pathlight Capital, LP
	authorized representative of a successor-in-interest to a party
	Which successor-in-interest do you represent:
	Describe the successor's relationship to the document or the original parties to the document:

Recordation Eligibility Certification

I certify under penalty of perjury under the laws of the United States of America that the accompanying document being submitted to the U.S. Copyright Office for recordation, to the best of my knowledge, is a transfer of copyright ownership or other document pertaining to a copyright and satisfies all requirements for recordation, including the signature, completeness, legibility, and, if redacted, redaction requirements specified in 37 CFR § 201.4.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature

Name Sara M. Bauer

11/25/2020 Date

Certifier Information

(This information is only required if an individual other than the remitter identified on the previous page is making the above certifications.) Title/Organization Associate/Choate, Hall & Stewart LLP

GRANT OF SECURITY INTEREST IN COPYRIGHTS

November 25, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), hereby grant to PATHLIGHT CAPITAL LP, 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, Suite 2C, Hingham, Massachusetts 02043 (the "<u>Grantee</u>"), a continuing security interest, in accordance with the Security Agreement, in (i) all of each Grantor's right, title and interest in, to and under the copyrights (the "<u>Copyrights</u>") set forth on <u>Schedule A</u> attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Copyrights, (iii) the goodwill of the businesses with which the Copyrights are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN COPYRIGHTS (this "<u>Grant</u>") is made to secure the satisfactory performance and payment in relation to the Copyrights 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 from time to time party thereto (as defined therein), and the Grantee, dated as of November 25, 2020 (as amended, modified, supplemented or restated hereafter, the "<u>Security Agreement</u>").

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[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

SAKS INCORPORATED, as a Grantor

By:

Name: Ian Putnam Title: President & CEO, HBC Properties and Investments

SAKS & COMPANY LLC, as a Grantor

Ve u By:

Name: Ian Putnam Title: President & CEO, HBC Properties and Investments

ACKNOWLEDGED AND ACCEPTED:

PATHLIGHT CAPITAL LP, as Grantee

By: PATHLIGHT GP LLC, its General Partner

By:_

Name: Katie Hendricks Title: Managing Director

[Signature Page to U.S. Grant of Security Interest in Copyrights]

Schedule A

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Saks & Company LLC	Paisley	VA0000402615
Saks & Company LLC	Ribbon	VA0000406442
Saks & Company LLC	Juggles, the clown	VA0000397701
Saks Incorporated	Saks Incorporated ; the Sak's Story / R. Brad Martin	TX0005734520

Active Canadian Copyrights

Owner	Title	Category	Registration Number
Saks & Company LLC	Real Clothes Saks Fifth Avenue New York NY 10022 Logo	Artistic	442021

Copyright United States Copyright Offi

Redacted •

•

Date: 12-6-21 •

RD Examination Checklist

Specialist Initials_____

Correspondence Cataloging

Part A: DCS Examination

Question	Y	N/	Annotated?
If an ETL is provided is the box checked?		21	
If document is a DOMW is the box checked?			
Does the ETL pass validation?			
Is the first title of the document provided?			
Does the first title on the DCS match the first title listed in document?	9		
Is the total number of titles accurate?			
Is the fee accurate?		9	
Is the redactions box checked? If Y, confirm redactions are present.		4	
Is the English translation box checked? If Y, confirm translation material has been provided		l 🖆	
Is document type present?			
Is document type accurate?			
Is the date of execution present?	D/		
Is the party information provided?			
Is remitter information and certifications provided?			
Is the following box checked: The accompanying document being			
submitted to the U.S. Copyright Office for recordation satisfies, to the best			
of my knowledge, the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4.			
	/		
Is this an original document?		M	
If the document is a photocopy of the original is the following box checked?	P		
The accompanying document being submitted to the U.S. Copyright Office			
for recordation is, to the best of my knowledge, a true and correct copy of			
the original, signed document.			
Is the official certification box checked? If, Y please see supervisor.		Ø	

Part B: SR Validations

Qu	nestion	Answer (Y, N, n/a)
1.	Is the RD image scanned correctly?	
2.	Is the DCS image scanned correctly? Initials of Original Scanner	
3.	Have you added the contact information?	$ \rightarrow$
4.	Does this appear to be a notice of termination? (Document may note provide the following language"notice of termination pursuant to §203" or §304) If yes, please see supervisor.	

CHOATE

Sara M. Bauer t 617-248-5000 f 617-248-4000 sbauer@choate.com

<u>Via FedEx</u>

Library of Congress Copyright Office DOC, LM 433 101 Independence Avenue SE Washington DC 20559-6000

Re: Copyright Security Agreement Our Ref.: 2010878-0026

Dear Sir or Madam:

We respectfully request recordation of the enclosed Copyright Security Agreement, and to that end include the following documents.

- Two copies of the Document Cover Sheet together (including a sworn certification attesting that such copy of the Copyright Security Agreement is a true and correct copy) and advise payment method by way of Redacted
- A copy of the Copyright Security Agreement of Saks Incorporated, Saks & Company LLC and Pathlight Capital LP; and
- A self-addressed stamped envelope for "Return receipt requested" as checked on number 5 of the Document Cover Sheet.

We appreciate and thank you for your assistance with this matter. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Sara M. Bauer

Enclosures