

04-08-2004



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MICHAEL KORS, L.L.C.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation—State _____
- Other Delaware

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Notice of Grant of Security Interest

Execution Date: March 31, 2004

2. Name and address of receiving party(ies)

THE CIT GROUP/COMMERCIAL SERVICES, INC.

Name: _____
 Internal Address: Attention: Stephen Leavenworth,
Senior Vice President
 Street Address: 1211 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE THE ATTACHED.

B. Trademark Registration No.(s)

PLEASE SEE THE ATTACHED.

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth J. Moody, Esq.
 Internal Address: _____
Paul, Weiss, Rifkind, Wharton & Garrison LLP

 Street Address: _____
1285 Avenue of the Americas
 City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved:.....

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0706

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth J. Moody
 Name of Person Signing

Elizabeth J. Moody
 Signature

4/6/04
 Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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04/06/2004 EDDPER 0000032 500706

40.00 DA
275.00 PA

01 FC: 6521
02 FC: 6522

See attached.

MICHAEL KORS, L.L.C.
Schedule of US Coverage

<i>Country</i>	<i>Mark</i>	<i>App. No.</i> <i>App. Date</i>	<i>Reg. No.</i> <i>Reg. Date</i>	<i>Class(es)</i>	<i>Status</i>
United States of America	KORS BY MICHAEL KORS	76/481,813 Jan 13 2003		25	Pending Intent to Use
United States of America	KORS MICHAEL KORS	75/901,918 Jan 22 2000	2810931 Feb 3 2004	3	Registered
United States of America	KORS MICHAEL KORS	76/481,812 Jan 13 2003	2824657 Mar 23 2004	25	Registered
United States of America	MICHAEL KORS	75/714,822 May 27 1999	2708259 Apr 22 2003	3	Registered
United States of America	MICHAEL KORS	75/714,821 May 27 1999	2520758 Dec 18 2001	9	Registered
United States of America	MICHAEL KORS	78/278,264 Jul 24 2003		14,20,21,24	Pending Intent to Use
United States of America	MICHAEL KORS	75/714,819 May 27 1999	2520757 Dec 18 2001	18	Registered
United States of America	MICHAEL KORS	74/219,653 Nov 7 1991	2049326 Apr 1 1997	25	Registered
United States of America	MICHAEL KORS	74/119,978	1977507	25	Registered

MICHAEL KORS, L.L.C. - Schedule of US Coverage (cont'd)

Dec 3 1990 Jun 4 1996

United States of America	MICHAEL KORS	76/234,839	2547039	35	Registered
		Apr 4 2001	Mar 12 2002		

United States of America	MICHAEL MICHAEL KORS	75/901,936	2476689	3	Registered
		Jan 22 2000	Aug 7 2001		

United States of America	MK MICHAEL KORS	78/278,276		3,9,14,18,20,21,24,25,35	Pending
		Jul 24 2003			Intent to Use

TM? Administrator - 12 Records - END OF REPORT

IPPO WebTMS: printed Mar 29 2004 11:37:36 AM

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of March 31, 2004, made by Michael Kors, L.L.C., a Delaware limited liability company (the "Grantor"), in favor of The CIT Group/Commercial Services, Inc., as collateral agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Secured Party").

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among and Michael Kors (USA), Inc., a Delaware corporation, the Grantor and the other Guarantors party thereto, each of the several banks and other financial institutions or entities from time to time party thereto, JPMorgan Chase Bank, as Administrative Agent, and the Secured Party;

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the Guarantor Pledge and Security Agreement, dated as of March 31, 2004, by and among the Grantor, JPMorgan Chase Bank, as Administrative Agent, and the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted, assigned and conveyed to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby grants, assigns and conveys to the Secured Party a security interest in, and lien on, the Trademark Collateral, in each case now existing or hereafter acquired, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Secured Party, and the Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.

The Grantor and the Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

MICHAEL KORS, L.L.C.

By: *Joseph B. Parsons*
Name: JOSEPH B. PARSONS
Title: EVP & CFO