

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIL SANDER AG		08/03/2007	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Silver Point Finance LLC		
Street Address:	2 Greenwich Plaza, 1st Floor		
Internal Address:	Jennifer Poccia and Nancy Weir		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1534919	JIL SANDER	
Registration Number:	2891310	JIL SANDER	
Registration Number:	1543304	JILSANDER	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-830-9541		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	Linklaters LLP		
Address Line 1:	1345 Avenue of Americas		
Address Line 2:	Attn: Jada Horton		
Address Line 4:	New York, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	392652		
NAME OF SUBMITTER:	Oleh Hereliuk		

CH \$90.00 1534919

Signature:

/oh/

Date:

08/09/2007

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 3, 2007, among Jil Sander AG, a company incorporated under the laws of Germany ("JSAG" or the "Borrower"), and any Additional Grantors (as defined herein) (each of the foregoing, a "Grantor", and collectively, the "Grantors"), and Silver Point Finance LLC, as Collateral Agent for the Secured Parties (herein in such capacity, the "Collateral Agent").

RECITALS

A. VIOLINE S.À.R.L., a company incorporated under the laws of Luxembourg as a société à responsabilité limitée (the "Company"); JSAG; Jil Sander Italia SpA; the Original Guarantors; the Collateral Agent; and the Original Lenders are parties to a €35,000,000 Senior Facility Agreement dated August 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Pursuant to the terms of the Credit Agreement, JSAG is required to execute and deliver this Agreement.

In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, each of the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or permitted assigns), hereby agree as follows:

SECTION 1 Defined Terms

Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Trademarks
- (b) all books and Records pertaining to the property described herein;
- (c) to the extent not otherwise included, all Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (d) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to the foregoing.

SECTION 3 Separate and Distinct Grants of Security

For avoidance of doubt it is expressly understood and agreed that, to the extent the UCC is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties hereto desire that any property that is included in such changed definitions that would not otherwise be included in the foregoing grants on the date hereof be included in such grants immediately upon the effective date of such revision, it being the intention of each Grantor that the description of Collateral set forth above be construed to include the broadest possible range of assets (except as specifically excluded by Section 4). Notwithstanding the immediately preceding sentence, the foregoing grants are intended to apply immediately on the date hereof to all Collateral to the fullest extent permitted by applicable law regardless of whether any particular item of Collateral is currently subject to the UCC.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, (a) in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in, any of its right, title or interest in (i) any Trademark if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or results in a breach of the terms of, or constitutes a default under, any lease, license, contract or other agreement to which such Grantor is a party with respect to such Trademark; or (ii) in any lease, license, contract or other agreement to which such Grantor is a party, any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such lease, license, contract or other agreement, or otherwise, result in a breach of the terms of, or constitute a default under, or result in the termination of any such lease, license, contract or other agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided* that each Grantor agrees to use all commercially reasonable efforts to obtain all requisite consents to enable such Grantor to provide a Security Interest in such asset and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral will include, and such Grantor will be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect and (b) the Secured Obligations will be subject to the applicable fraudulent transfer limitation provisions of the Credit Agreement.

SECTION 5 Credit Agreement

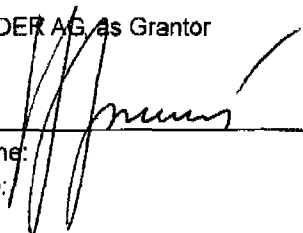
The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

JIL SANDER AG, as Grantor

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED:

SILVER POINT FINANCE LLC, as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

JIL SANDER AG, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:

SILVER POINT FINANCE LLC, as Collateral Agent

By: _____
Name: *Gay Bronsias*
Title: *Authorized Signatory*

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	Territory	Class	Application Date	Registration Date	Renewal Date	Registration/ Application No.
JIL SANDER	USA	14, 18, 25	07/22/1982	04/18/1989	04/18/2009	1534919*
JIL SANDER (stylised)	USA	25, 35	07/23/2003	10/05/2004	10/05/2014	2891310
JILSANDER	USA	9	07/29/1985	06/13/1989	06/13/2009	1543304

*For avoidance of doubt, no Lien or security interest is granted with respect to Class 3 of trademark registration number 1534919.