

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michael Kors, L.L.C.		08/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Group/Commercial Services, Inc., The
Street Address:	1211 Avenue of the Americas
Internal Address:	Attention Senior Vice President
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3160981	MICHAEL KORS
Registration Number:	3080631	MICHAEL MICHAEL KORS
Registration Number:	3130753	
Serial Number:	78606075	
Serial Number:	78977153	
Serial Number:	78459784	MONTAUK

CORRESPONDENCE DATA

Fax Number: (212)492-0562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.373.3562
 Email: menakaplan@paulweiss.com, alee@paulweiss.com
 Correspondent Name: Menachem Kaplan
 Address Line 1: 1285 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10019-6064

TRADEMARK

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ATTORNEY DOCKET NUMBER:	17373-001
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	09/26/2007
Total Attachments: 5 source=kors assignment#page1.tif source=kors assignment#page2.tif source=kors assignment#page3.tif source=kors assignment#page4.tif source=kors assignment#page5.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of August 30, 2007, 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 Amended and Restated Credit Agreement, dated as of August 30, 2007 (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 Amended and Restated Guarantor Pledge and Security Agreement, dated as of August 30, 2007, 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.

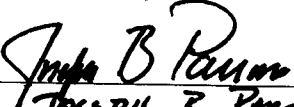
The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Secured

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: 
Name: JOSEPH B. PARSONS
Title: EVP & CFO

Schedule 1

See attached.

MICHAEL KORS, L.L.C.

<i>Country</i>	<i>Trademark</i>	<i>Application No. App. Date</i>	<i>Registration No. Registration Date</i>	<i>Classes</i>	<i>Status</i>
United States of America	MICHAEL KORS	78/977,481 Jul 24 2003	Oct 17 2006 3160981	14	Registered
United States of America	MICHAEL MICHAEL KORS	78426397 May 27, 2004	Apr 11 2006 3080631	9,18,25	Registered
United States of America	Miscellaneous Design	78/430,302 Jun 4 2004	Aug 15 2006 3130753	9,14,18,25	Registered
United States of America	Miscellaneous Design (Double- studded T-wave Design)	78/606,075	Apr 11 2005	18	Pending
United States of America	Miscellaneous Design (Repeating M)	78/977,153	Jun 4 2004	18	Pending
United States of America	MONTAUK	78/459,784	Jul 30 2004	18	Pending

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