

# 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
L.C. Licensing, Inc.		01/12/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	2911758	AND JUST LIKE THAT, IT BEGINS	
Registration Number:	2809482	ANISSA	
Serial Number:	78115278	APPLAUD	
Registration Number:	3225482	APPLAUD	
Registration Number:	2793174	AUDRA	
Registration Number:	3068991	BELONGINGS	
Registration Number:	2553643	CAREFREE COMFORT	
Registration Number:	1945838	CENZA	
Registration Number:	2973207	CITY LEATHER	
Registration Number:	3231090	CITY UNLTD.	
Registration Number:	2765257	CLAIBORNE COMPONENTS	
Registration Number:	2733028	CLAIBORNE LUXE	
Registration Number:	2730151	COME DANCE WITH ME	
Registration Number:	3204352	COMPOSITES	

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TRADEMARK  
 REEL: 003938 FRAME: 0405

Registration Number:	3036427	COSETTE
Registration Number:	2730463	CRAZY FOR WRAPS
Registration Number:	2528501	CRAZY HORSE
Registration Number:	2825442	CRAZY HORSE
Registration Number:	2367982	CRAZY HORSE
Registration Number:	2271076	CRAZY HORSE
Registration Number:	2956381	C R A Z Y H O R S E
Registration Number:	2373276	ELISABETH
Registration Number:	2128086	ELISABETH
Registration Number:	2202252	ELISABETH BY LIZ CLAIBORNE
Registration Number:	3089407	ELISABETH BY LIZ CLAIBORNE
Registration Number:	1687927	ELISABETH LIZ CLAIBORNE INC
Registration Number:	2549669	ELISABETH.COM
Registration Number:	1479631	FIRST ISSUE
Registration Number:	1539407	FIRST ISSUE
Registration Number:	2432328	FIRST ISSUE
Registration Number:	2733592	FROM AMERICA'S BEST SELLING FASHION BRAND
Registration Number:	3330406	GRACE POINT
Registration Number:	3114884	HAVE TO HAVE
Registration Number:	1559091	JUNIOR HOUSE
Registration Number:	2841728	KYLIE
Registration Number:	2958403	LETTER PERFECT
Registration Number:	2905057	LIFE JUST GOT A LITTLE EASIER
Registration Number:	2889352	LIVE FOR THE MOMENTS
Registration Number:	2338450	LIZEDGE
Registration Number:	1491136	LIZMAP
Registration Number:	2775211	LIZQWIK
Registration Number:	2805838	LIZ SLIM
Registration Number:	2974027	LIZ SOFT TOUCH
Registration Number:	2269882	LIZWOOL
Registration Number:	3068976	LUXE EDITION
Registration Number:	2976702	METRO CONCEPTS
Registration Number:	2972834	MICHAELA
Registration Number:	2845667	MY BEST FRIEND
Registration Number:	3280388	RESOLUTIONS

Registration Number:	3500104	RHYTHM & BLUES
Registration Number:	2839751	RUSS
Registration Number:	2084412	RUSS
Registration Number:	2179658	RUSS WOMAN
Registration Number:	2596893	SHELLISEGAL
Registration Number:	2760068	SIMPLY AMERICAN
Registration Number:	2889997	SPECIALBRANDS A LIZ CLAIBORNE COMPANY
Registration Number:	3320063	STAMP 10
Registration Number:	2999285	SWE
Registration Number:	3133528	TINT
Registration Number:	1860231	VIVID
Registration Number:	1847509	WOMEN'S WORK

#### CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7976  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0696
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/19/2009

Total Attachments: 9  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 12, 2009 is made by L.C. Licensing, Inc., a Delaware corporation (the “Company”), in favor of JPMorgan Chase Bank, N.A., a National Banking Association, as US Collateral Agent (the “US Collateral Agent”) for the Secured Parties (as defined in the US Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 12, 2009, among the Company, the Borrowers party thereto, JPMorgan Chase Bank, N.A, as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the “Lenders”) and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a US Pledge and Security Agreement, dated as of January 12, 2009, in favor of the US Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “US Security Agreement”);

WHEREAS, pursuant to the US Security Agreement, the Company pledged and granted to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties a continuing security interest in the Trademarks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the US Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the US Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the US Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the US Security Agreement and is expressly subject to the terms and conditions thereof. The US Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

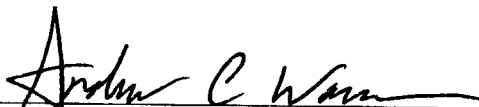
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 12 day of January, 2009.

L.C. LICENSING, INC., as the Company

By: 

Name: Andrew C. Warren

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,  
as US Collateral Agent for the Secured Parties

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 12 day of January, 2009.

L.C. LICENSING, INC., as the Company

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as US Collateral Agent for the Secured Parties

By: Kathleen C. Maga  
Name: Kathleen C. Maga  
Title: CA

## SCHEDULE A

### U.S. Trademark Registrations

Trademark	Serial Number/ Registration Number
AND JUST LIKE THAT IT BEGINS	SN: 78-238270 RN: 2,911,758
ANISSA	SN: 78-171726 RN: 2,809,482
APPLAUD	SN: 78115278 RN:
APPLAUD	SN: 78-171821 RN: 3,225,482
AUDRA	SN: 78-171771 RN: 2,793,174
BELONGINGS	SN: 78-270458 RN: 3,068,991
CAREFREE COMFORT	SN: 75-901667 RN: 2,553,643
CENZA	SN: 74-635481 RN: 1,945,838
CITY LEATHER	SN: 78-238274 RN: 2,973,207
CITY UNLTD.	SN: 78-624888 RN: 3,231,090
CLAIBORNE COMPONENTS	SN: 76-349950 RN: 2,765,257



Trademark	Serial Number/ Registration Number
CLAIBORNE LUXE	SN: 76-294569 RN: 2,733,028
COME DANCE WITH ME	SN: 76-277974 RN: 2,730,151
COMPOSITES	SN: 78-185410 RN: 3,204,352
COSETTE	SN: 78-171747 RN: 3,036,427
CRAZY FOR WRAPS	SN: 76-359682 RN: 2,730,463
CRAZY HORSE	SN: 75-981017 RN: 2,528,501
CRAZY HORSE	SN: 75-914518 RN: 2,825,442
CRAZY HORSE	SN: 75-633730 RN: 2,367,982
CRAZY HORSE	SN: 75-344261 RN: 2,271,076
CRAZY HORSE	SN: 75-611232 RN: 2,956,381
ELISABETH	SN: 75-335167 RN: 2,373,276
ELISABETH	SN: 75-035736 RN: 2,128,086

<b>Trademark</b>	<b>Serial Number/ Registration Number</b>
ELISABETH BY LIZ CLAIBORNE	SN: 75-298046 RN: 2,202,252
ELISABETH BY LIZ CLAIBORNE	SN: 78-298771 RN: 3,089,407
ELISABETH BY LIZ CLAIBORNE INC.	SN: 74-101342 RN: 1,687,927
ELISABETH.COM	SN: 76-190787 RN: 2,549,669
FIRST ISSUE	SN: 73-673954 RN: 1,479,631
FIRST ISSUE	SN: 73-740605 RN: 1,539,407
FIRST ISSUE	SN: 75-980237 RN: 2,432,328
FROM AMERICA'S BEST SELLING FASHON BRAND	SN: 78-115284 RN: 2,733,592
GRACE POINT	SN: 78-270460 RN: 3,330,406
HAVE TO HAVE	SN: 78-318420 RN: 3,114,884
JUNIOR HOUSE	SN: 73-766425 RN: 1,559,091
KYLIE	SN: 78-171768 RN: 2,841,728
LETTER PERFECT	SN: 78-294766 RN: 2,958,403
LIFE JUST GOT EASIER	SN: 78-316700 RN: 2,905,057
LIVE FOR THE MOMENTS	SN: 78-317601 RN: 2,889,352
LIZEDGE	SN: 75-701144 RN: 2,338,450

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Trademark	Serial Number/ Registration Number
LIZMAP	SN:73-692056 RN:1,491,136
LIZQWIK	SN: 76-469365 RN: 2,775,211
LIZ SLIM	SN: 78-150671 RN: 2,805,838
LIZ SOFT TOUCH	SN: 78-318431 RN: 2,974,027
LIZWOOL	SN: 75-435879 RN: 2,269,882
LUXE EDITION	SN: 78-264917 RN: 3,068,976
METRO CONCEPTS	SN: 76-283515 RN: 2,976,702
MICHAELA	SN: 78-171736 RN: 2,972,834
MY BEST FRIEND AND DESIGN	SN: 76-374897 RN: 2,845,667
RESOLUTIONS	SN: 78-270467 RN: 3,280,388
RHYTHM & BLUES	SN: 78-630389 RN: 3,500,104
RUSS	SN: 76-495898 RN: 2,839,751
RUSS	SN: 74-635785 RN: 2,084,412
RUSS WOMAN	SN: 75-298348 RN: 2,179,658
SHELLISEGAL	SN: 76-060369 RN: 2,596,893
SIMPLY AMERICAN AND DESIGN	SN: 76-386148 RN: 2,760,068
SPECIALBRANDS A LIZ CLAIBORNE COMPANY	SN: 76-976882 RN: 2,889,997
STAMP	SN: 78-636671 RN: 3,320,063

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Trademark	Serial Number/ Registration Number
SWE	SN: 78-976315 RN: 2,999,285
TINT	SN: 76-603945 RN: 3,133,528
VIVID	SN: 74-347506 RN: 1,860,231
WOMEN'S WORK and Design WOMEN'S <b>WORK</b>	SN: 74-801106 RN: 1,847,509