

**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
ST. JOHN KNITS, INC.		03/03/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	P.O. 2558
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77252-2558
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	1214122	ST. JOHN
Registration Number:	1241255	ST. JOHN
Registration Number:	1301780	ST. JOHN
Registration Number:	1473087	SJ
Registration Number:	1663493	SJ ST. JOHN
Registration Number:	1682087	SJ ST. JOHN BOUTIQUES
Registration Number:	1686972	SJ
Registration Number:	1693187	ST. JOHN
Registration Number:	1792681	ST. JOHN BY MARIE GRAY
Registration Number:	1863767	ST. JOHN COLLECTION BY MARIE GRAY
Registration Number:	2075884	ST. JOHN
Registration Number:	2211379	SANTANA
Registration Number:	2235264	MARIE GRAY
Registration Number:	2335722	SJ

OP \$740.00 1214122

Registration Number:	2523808	ST. JOHN
Registration Number:	2623493	ST. JOHN
Registration Number:	2764341	SJ
Registration Number:	2773778	SJ
Registration Number:	2813233	ST. JOHN
Registration Number:	2931734	ST. JOHN SPORT
Registration Number:	2979161	ST. JOHN
Registration Number:	2979162	ST. JOHN SPORT
Registration Number:	2981228	ST. JOHN HOME
Registration Number:	2989859	ST. JOHN
Registration Number:	3606401	ST. JOHN
Registration Number:	3703938	ST. JOHN SPORT
Registration Number:	3719663	SOCA ST. JOHN
Registration Number:	2772777	ST. JOHN
Registration Number:	2778089	SJ

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35494
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/05/2010

Total Attachments: 8  
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TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2010, among ST. JOHN KNITS INTERNATIONAL, INCORPORATED (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Revolving Guarantee and Collateral Agreement dated as of March 3, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, certain of its Subsidiaries identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Revolving Credit Agreement dated as of March 3, 2010 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ST. JOHN KNITS INTERNATIONAL,  
INCORPORATED,

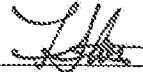
by



\_\_\_\_\_  
Name: Tammy A. Storino  
Title: Executive Vice President-  
Finance and Chief Financial Officer

EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO,

by



\_\_\_\_\_  
Name: Tammy A. Storino  
Title: Executive Vice President-  
Finance and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ST. JOHN KNITS INTERNATIONAL,  
INCORPORATED,

by

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

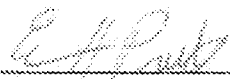
EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO,

by

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

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by











  
\_\_\_\_\_  
Name: Eric H. Pratt  
Title: Vice President

Schedule I

<u>Subsidiary Parties</u>
St. John Knits, Inc.
St. John Trademarks, Inc.
St. John-Italy, Inc.
St. John Apparel, LLC

Schedule II

I. Trademarks

Registered Owner	Mark	Registration Number	Next Renewal Due
St. John Knits, Inc. 		1214122	10/26/12
St. John Knits, Inc.	ST. JOHN	1241255	06/07/13
St. John Knits, Inc. 		1301780	10/23/14
St. John Knits, Inc. 		1473087	01/19/18
St. John Knits, Inc. 		1663493	11/05/11
St. John Knits, Inc. 		1682087	04/07/12
St. John Knits, Inc. 		1686972	05/12/12
St. John Knits, Inc.	ST. JOHN	1693187	06/09/12
St. John Knits, Inc.	ST. JOHN BY MARIE GRAY	1792681	09/14/13
St. John Knits, Inc. 		1863767	11/22/14
St. John Knits, Inc.	ST. JOHN	2075884	07/01/17
St. John Knits, Inc.	SANTANA	2211379	12/15/18
St. John Knits, Inc.	MARIE GRAY	2235264	03/23/19
St. John Knits, Inc. 		2335722	03/28/10
St. John Knits, Inc.	ST. JOHN	2523808	01/01/12
St. John Knits, Inc.	ST. JOHN	2623493	09/24/12
St. John Knits, Inc. 		2764341	09/16/13
St. John Knits, Inc. 		2773778	10/14/13
St. John Knits, Inc.	ST. JOHN	2813233	02/10/14
St. John Knits, Inc.	ST. JOHN SPORT	2931734	03/08/10



St. John Knits, Inc.	ST. JOHN	2979161	07/26/10
St. John Knits, Inc.	ST. JOHN SPORT	2979162	07/26/10
St. John Knits, Inc.	ST. JOHN HOME	2981228	08/02/10
St. John Knits, Inc.	ST. JOHN	2989859	08/30/10
St. John Knits, Inc.	ST. JOHN	3606401	04/14/14
St. John Knits, Inc.	ST. JOHN SPORT	3703938	11/03/14
St. John Knits, Inc.	SOCA ST. JOHN	3719663	12/01/15
St. John Knits, Inc.	ST. JOHN	2772777	9/24/12
St. John Knits, Inc.	<b>SJ</b> (Times Bold Font)	2778089	10/14/13

II. Trademark Applications

**None.**

III. Trademark Licenses

**None.**