

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
Kenneth Cole Productions (LIC), LLC		02/10/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77913898	KENNETH COLE HOME
Serial Number:	77913888	KENNETH COLE HOME
Serial Number:	77913870	KENNETH COLE HOME
Serial Number:	77913877	KENNETH COLE HOME
Serial Number:	77913881	KENNETH COLE HOME
Serial Number:	77923784	R-TECH
Serial Number:	77923848	R-TECH
Serial Number:	77833898	TRIBECA
Serial Number:	77833918	TRIBECA A KENNETH COLE PRODUCTION
Serial Number:	77828789	
Serial Number:	77859530	-KC
Serial Number:	77770402	R
Serial Number:	77806149	LE TIGRE
Serial Number:	77898322	

CH \$390.00 77913898

Serial Number:	77924821	P.O.V.
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CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36910
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/08/2010

Total Attachments: 4
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EXECUTION COPY

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of February 10, 2010 by and from KENNETH COLE PRODUCTIONS (LIC), LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Kenneth Cole Productions, Inc. (the "Borrower"), the Lenders and the Grantee have entered into an Amended and Restated Credit Agreement dated as of July 30, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated as of July 30, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of July 30, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and

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deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KENNETH COLE PRODUCTIONS (LIC), LLC

By: David F. En
Name:
Title:

STATE OF NEW YORK)
NEW YORK COUNTY)

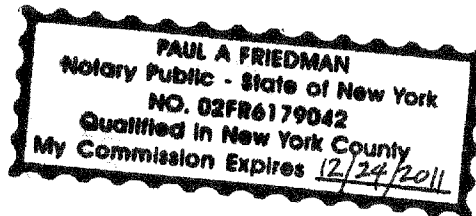
On ~~February~~ ^{March} 5, 2010, before me, Paul Friedman, Notary Public, personally appeared David P. Edelman, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Paul A. Friedman

Notary Public, State of New York

My Commission Expires: 12/24/2011



CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Reg. Owner	Mark	App. No.	App. Date
KENNETH COLE PRODUCTIONS (LIC), LLC	KENNETH COLE HOME	77913898	1/18/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	KENNETH COLE HOME	77913888	1/18/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	KENNETH COLE HOME	77913870	1/18/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	KENNETH COLE HOME	77913877	1/18/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	KENNETH COLE HOME	77913881	1/18/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	R-TECH	77923784	1/29/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	R-TECH	77923848	1/29/2010
KENNETH COLE PRODUCTIONS (LIC), LLC	TRIBECA	77833898	9/24/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	TRIBECA A KENNETH COLE PRODUCTION	77833918	9/24/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	MISCELLANEOUS DESIGN (LE TIGRE)	77828789	9/17/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	KC (STYLIZED)	77859530	10/28/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	R (STYLIZED) [R IN CIRCLE]	77770402	10/29/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	LE TIGRE	77806149	8/17/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	DESIGN OF HEEL SCREW HEAD	77898322	12/21/2009
KENNETH COLE PRODUCTIONS (LIC), LLC	P.O.V.	77924821	2/1/2010