

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
Juicy Couture, Inc., a California Corporation		04/07/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	150 Fourth Ave North, 2nd Fl.
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	National Association: OHIO

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	3445902	74
Registration Number:	3912360	BIRD BY JUICY COUTURE
Registration Number:	3345738	BORN IN THE GLAMOROUS USA
Registration Number:	3769454	BORN IN THE GLAMOROUS USA
Registration Number:	3510166	BORN IN THE GLAMOROUS USA
Registration Number:	3455823	BORN IN THE GLAMOROUS USA
Registration Number:	2882280	CHOOSE JUICY
Registration Number:	3481417	CHOOSE WATER
Registration Number:	3927112	CLUB COUTURE
Registration Number:	3927113	CLUB COUTURE
Registration Number:	3750786	COUTURE COUTURE
Registration Number:	3354458	COUTURE COUTURE
Registration Number:	3605924	DAYDREAMER
Registration Number:	3525082	DIRTY ENGLISH

TRADEMARK

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Registration Number:	3510328	DOGGY COUTURE
Registration Number:	3886739	DOWN DOG COUTURE
Registration Number:	3149134	EXTRA JUICY
Registration Number:	3532837	FOR NICE GIRLS WHO LIKE STUFF
Registration Number:	3610509	FOR NICE GIRLS WHO LIKE STUFF
Registration Number:	3539376	J
Registration Number:	3698422	JC
Registration Number:	3499543	JM JUICY COUTURE
Registration Number:	3577466	JM JUICY COUTURE
Registration Number:	2285232	JUICY
Registration Number:	3038147	JUICY
Registration Number:	2995654	JUICY
Registration Number:	3633187	JUICY
Registration Number:	3381433	JUICY
Registration Number:	3762789	JUICY
Registration Number:	3763190	JUICY
Registration Number:	3233785	JUICY BABY
Registration Number:	3194741	JUICY COUTURE
Registration Number:	2348674	JUICY COUTURE
Registration Number:	2978046	JUICY COUTURE
Registration Number:	2882279	JUICY COUTURE
Registration Number:	3451212	JUICY COUTURE
Registration Number:	3146100	JUICY COUTURE
Registration Number:	3346828	JUICY COUTURE
Registration Number:	3604114	JUICY COUTURE
Registration Number:	2995498	JUICY COUTURE BABY
Registration Number:	3354006	J JUICY COUTURE
Registration Number:	3329779	JUICY GIRL
Registration Number:	3265587	JUICY GIRL
Registration Number:	3733004	J
Registration Number:	2387924	JUICY JEANS
Registration Number:	3720092	LOVE G&P
Registration Number:	2885825	MADE IN THE GLAMOROUS U.S.A.
Registration Number:	3066756	
Registration Number:	3395794	

	3451056	SMELLS LIKE COUTURE
Registration Number:	3818073	SMELLS LIKE COUTURE
Registration Number:	3818217	SMELLS LIKE COUTURE
Serial Number:	77855089	BIRD
Serial Number:	77575405	BIRD BY JUICY COUTURE
Serial Number:	77575459	BIRD BY JUICY COUTURE
Serial Number:	77578012	BIRD BY JUICY COUTURE
Serial Number:	85215339	COUTURE FOR A CAUSE
Serial Number:	77919424	COUTURE IN A BAG
Serial Number:	85282162	DIRTY ENGLISH
Serial Number:	85269271	JC
Serial Number:	85269297	JC
Serial Number:	85269322	JC
Serial Number:	85269380	JC
Serial Number:	77509864	JUICY COUTURE
Serial Number:	77531305	JUICY COUTURE
Serial Number:	77531320	JUICY COUTURE
Serial Number:	78823729	LOVE G&P JUICY COUTURE BORN IN THE GLAMOROUS USA
Serial Number:	78778561	LOVE G&P JUICY COUTURE BORN IN THE GLAMOROUS USA
Serial Number:	85089889	JUICY COUTURE J ENJOY · YOURSELF · WEAR JUICY
Serial Number:	85101876	JUICY GIRL
Serial Number:	85101882	JUICY GIRL
Serial Number:	85101892	JUICY GIRL
Serial Number:	85246948	JUICY GIRL
Serial Number:	85282097	MISS JUICY
Serial Number:	85016984	PEACE, LOVE & JUICY COUTURE
Serial Number:	77146029	POSH POOCH SET
Serial Number:	77925839	SAME OLD CHIC
Serial Number:	77925847	SAME OLD CHIC
Serial Number:	85102004	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101983	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101964	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101938	ENJOY YOURSELF WEAR JUICY J

Serial Number:	85101925	ENJOY YOURSELF WEAR JUICY J
Serial Number:	77426195	VIVA LA JUICY

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	04/11/2011

Total Attachments: 6
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NOTICE OF GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 7, 2011 is made by Juicy Couture, Inc., a California corporation (the "Grantor"), in favor of U.S. Bank National Association, as Collateral Agent (the "Collateral Agent") on behalf of the holders of the Notes (as defined below) (the "Holders") pursuant to an indenture dated April 7, 2011 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Liz Claiborne Inc., a Delaware corporation (the "Company"), each Guarantor (as defined in the Indenture), and U.S. Bank National Association, in its capacity as trustee (the "Trustee"), in which the Company has issued to the Holders the 10.5% Senior Secured Notes due 2019 (together with any exchange notes and additional notes, the "Notes") pursuant to the Indenture.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Company, the Grantor and the other Guarantors have executed and delivered a Pledge and Security Agreement, dated as of April 7, 2011, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, the Company and the Grantor may from time to time following the date of the Indenture may incur Permitted Additional Pari Passu Obligations;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all of its intellectual property, including the Trademarks; and

WHEREAS, the Grantor 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 Collateral Agent to enter into the Indenture and the Holders to purchase the Notes, the Grantor agrees, for the benefit of the 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 Indenture and Pledge and Security 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 Pledge and Security Agreement).

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor'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 Collateral Agent for the benefit of the Secured Parties to secure the prompt and complete payment and performance of the Secured Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Agreement, this Agreement shall not constitute a grant of security interest in any intent-to-use application for a 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 status or validity of such intent-to-use Trademark application.

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

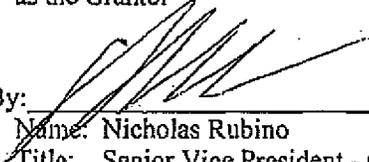
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and Pledge and Security Agreement, the terms and provisions 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 Pledge and Security Agreement, the terms of the Pledge and 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 the date set forth above.

JUICY COUTURE, INC.,
as the Grantor

By: 

Name: Nicholas Rubino

Title: Senior Vice President - Chief Legal Officer,
General Counsel and Corporate Secretary

Signature Page to Trademark Security Agreement

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U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Wally Jones
Name: WALLY JONES
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement

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SCHEDULE A

U.S. Trademark Registrations and Applications

JUICY COUTURE, INC.					
Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
74	Registered	77067397	12/19/2006	3445902	6/10/2008
BIRD	Filed	77855089	10/22/2009		
BIRD BY JUICY COUTURE	Filed	77575405	9/22/2008		
BIRD BY JUICY COUTURE	Filed	77575459	9/22/2008		
BIRD BY JUICY COUTURE	Filed	77578012	9/24/2008		
BIRD BY JUICY COUTURE	Registered	77980986	9/22/2008	3912360	1/25/2011
BORN IN THE GLAMOROUS USA	Registered	78806608	2/3/2006	3345738	11/27/2007
BORN IN THE GLAMOROUS USA	Registered	78959729	8/24/2006	3769454	3/30/2010
BORN IN THE GLAMOROUS USA	Registered	78959721	8/24/2006	3510166	9/30/2008
BORN IN THE GLAMOROUS USA	Registered	78959713	8/24/2006	3455823	6/24/2008
CHOOSE JUICY	Registered	76355074	1/3/2002	2882280	9/7/2004
CHOOSE WATER	Registered	77121192	3/2/2007	3481417	8/5/2008
CLUB COUTURE	Registered	77963701	3/19/2010	3927112	3/1/2011
CLUB COUTURE	Registered	77963735	3/19/2010	3927113	3/1/2011
COUTURE COUTURE	Registered	78834572	3/10/2006	3750786	2/16/2010
COUTURE COUTURE	Registered	78978994	7/29/2005	3354458	12/11/2007
COUTURE FOR A CAUSE	Filed	85215339	1/11/2011		
COUTURE IN A BAG	Filed	77919424	1/25/2010		
DAYDREAMER	Registered	77566792	9/10/2008	3605924	4/14/2009
DIRTY ENGLISH	Registered	77204736	6/13/2007	3525082	10/28/2008
DIRTY ENGLISH	Filed	85282162	3/31/2011		
DOGGY COUTURE	Registered	78972997	9/13/2006	3510328	9/30/2008
DOWN DOG COUTURE	Registered	77486552	5/29/2008	3886739	12/7/2010
EXTRA JUICY	Registered	76551874	10/16/2003	3149134	9/26/2006
FOR NICE GIRLS WHO LIKE STUFF	Registered	78979585	8/24/2006	3532837	11/11/2008
FOR NICE GIRLS WHO LIKE STUFF	Registered	78959793	8/24/2006	3610509	4/21/2009
J ZIPPER PULL	Registered	77184419	5/18/2007	3539376	12/2/2008
JC Crown Design	Filed	85269271	3/17/2011		
JC Crown Design	Filed	85269297	3/17/2011		
JC Crown Design	Filed	85269322	3/17/2011		
JC Crown Design	Filed	85269380	3/17/2011		
JC Design	Registered	77702347	3/30/2009	3698422	10/20/2009
JM JUICY COUTURE Lion Crest Design	Registered	77032126	10/30/2006	3499543	9/9/2008
JM JUICY COUTURE Lion Crest Design	Registered	77310768	10/23/2007	3577466	2/17/2009
JUICY	Registered	75538291	8/18/1998	2285232	10/12/1999
JUICY	Registered	76355072	1/3/2002	3038147	1/3/2006
JUICY	Registered	76977221	1/3/2002	2995654	9/13/2005
JUICY	Registered	78720344	9/26/2005	3633187	6/2/2009
JUICY	Registered	77210732	6/20/2007	3381433	2/12/2008
JUICY	Registered	77793043	7/30/2009	3762789	3/23/2010
JUICY	Registered	77812116	8/25/2009	3763190	3/23/2010

JUICY BABY	Registered	76376647	2/28/2002	3233785	4/24/2007
JUICY COUTURE	Registered	76376638	2/28/2002	3194741	1/2/2007
JUICY COUTURE	Registered	75743731	7/2/1999	2348674	5/9/2000
JUICY COUTURE	Registered	76977226	2/28/2002	2978046	7/26/2005
JUICY COUTURE	Registered	76355073	1/3/2002	2882279	9/7/2004
JUICY COUTURE	Registered	78879503	5/9/2006	3451212	6/17/2008
JUICY COUTURE	Registered	76978162	2/28/2002	3146100	9/19/2006
JUICY COUTURE	Registered	77033935	11/1/2006	3346828	12/4/2007
JUICY COUTURE	Registered	77470227	5/9/2008	3604114	4/7/2009
JUICY COUTURE	Filed	77509864	6/27/2008		
JUICY COUTURE	Filed	77531305	7/25/2008		
JUICY COUTURE	Filed	77531320	7/25/2008		
JUICY COUTURE BABY	Registered	76355510	1/3/2002	2995498	9/13/2005
JUICY COUTURE LOVE G&P Design	Filed	78823729	2/27/2006		
JUICY COUTURE LOVE G&P Design	Filed	78778561	12/21/2005		
JUICY COUTURE Scotty Dog Crest Design	Registered	78844676	3/23/2006	3354006	12/11/2007
JUICY COUTURE Scotty Dog Crest Design	Filed	85089889	7/21/2010		
JUICY GIRL	Registered	75718579	6/1/1999	3329779	11/6/2007
JUICY GIRL	Registered	76978523	3/17/2003	3265587	7/17/2007
JUICY GIRL	Filed	85101876	8/6/2010		
JUICY GIRL	Filed	85101882	8/6/2010		
JUICY GIRL	Filed	85101892	8/6/2010		
JUICY GIRL	Filed	85246948	2/19/2011		
Juicy J Pocket Design	Registered	77746290	5/28/2009	3733004	12/29/2009
JUICY JEANS	Registered	75853613	11/22/1999	2387924	9/19/2000
LOVE G&P	Registered	78680187	7/28/2005	3720092	12/1/2009
MADE IN THE GLAMOROUS U.S.A.	Registered	76507435	3/31/2003	2885825	9/21/2004
MISS JUICY	Filed	85282097	3/31/2011		
PEACE LOVE & JUICY COUTURE	Filed	85016984	4/19/2010		
POSH POOCH SET	Filed	77146029	4/2/2007		
SAME OLD CHIC	Filed	77925839	2/2/2010		
SAME OLD CHIC	Filed	77925847	2/2/2010		
Scotty Dog Crest Logo	Filed	85102004	8/6/2010		
Scotty Dog Crest Logo	Filed	85101983	8/6/2010		
Scotty Dog Crest Logo	Filed	85101964	8/6/2010		
Scotty Dog Crest Logo	Filed	85101938	8/6/2010		
Scotty Dog Crest Logo	Filed	85101925	8/6/2010		
SCOTTY DOG Logo	Registered	78418542	5/13/2004	3066756	3/7/2006
SCOTTY DOG Logo	Registered	78515407	11/11/2004	3395794	3/11/2008
SMELLS LIKE COUTURE	Registered	78786416	1/6/2006	3451056	6/17/2008
SMELLS LIKE COUTURE	Registered	77885332	12/3/2009	3818073	7/13/2010
SMELLS LIKE COUTURE	Registered	77888830	12/8/2009	3818217	7/13/2010
VIVA LA JUICY	Filed	77426195	3/19/2008		