

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kate Spade LLC, a Delaware LLC		04/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 58**

Property Type	Number	Word Mark
Registration Number:	2898149	CLASSIC PEARLS
Registration Number:	2341633	JACK SPADE
Registration Number:	2578940	JACK SPADE
Registration Number:	2871175	JACK SPADE
Registration Number:	2455406	JACK SPADE WARREN STREET NEW YORK
Registration Number:	2724972	KATE SPADE
Registration Number:	2918996	KATE SPADE
Registration Number:	2522892	KATE SPADE
Registration Number:	2064708	KATE SPADE
Registration Number:	2578942	KATE SPADE
Registration Number:	2905861	KATE SPADE
Registration Number:	3139442	KATE SPADE
Registration Number:	2919490	KATE SPADE
Registration Number:	3183504	KATE SPADE BABY

**TRADEMARK**

**900188943**

**REEL: 004519 FRAME: 0194**

**OP \$1465.00 2898149**

Registration Number:	2073406	KATE SPADE
Registration Number:	2654803	KATE SPADE NEW YORK
Registration Number:	3271494	KATE SPADE NEW YORK
Registration Number:	2446491	KATE SPADE NEW YORK
Registration Number:	2537318	KATE SPADE NEW YORK
Registration Number:	2613247	KATE SPADE NEW YORK
Registration Number:	2956539	KATE SPADE NEW YORK
Registration Number:	2931300	KATE SPADE NEW YORK
Registration Number:	3095754	KATE SPADE NEW YORK
Registration Number:	2841312	KATE SPADE NEW YORK
Registration Number:	3092920	KATE SPADE NEW YORK
Registration Number:	2068911	KATE SPADE
Registration Number:	3311286	KS
Registration Number:	2903778	KS 10
Registration Number:	2865590	
Registration Number:	2626385	
Registration Number:	2814770	KS
Registration Number:	2780578	KS
Registration Number:	2737874	
Registration Number:	2917344	
Registration Number:	2768030	
Registration Number:	2901504	KS
Registration Number:	2834353	KS
Registration Number:	2893121	
Serial Number:	85209722	JACK SPADE
Serial Number:	85058706	KATE SPADE NEW YORK
Serial Number:	77969578	KATE SPADE NEW YORK
Serial Number:	85116300	KATE SPADE NEW YORK
Serial Number:	85116317	KATE SPADE NEW YORK
Serial Number:	85116332	KATE SPADE NEW YORK
Serial Number:	85119979	KATE SPADE NEW YORK
Serial Number:	85120019	KATE SPADE NEW YORK
Serial Number:	85120071	KATE SPADE NEW YORK
Serial Number:	85120107	KATE SPADE NEW YORK
Serial Number:	85088833	KATE SPADE SATURDAY

	85088791	KATE SPADE SATURDAY
Serial Number:	85088913	KATE SPADE SATURDAY
Serial Number:	85267033	LIVE COLORFULLY
Serial Number:	85043582	QUICK AND CURIOUS AND PLAYFUL AND STRONG
Serial Number:	85049023	QUICK AND CURIOUS AND PLAYFUL AND STRONG
Serial Number:	85003113	
Serial Number:	85003024	
Serial Number:	85144360	SUPERCALIFRAGILIPSTICK
Serial Number:	77969558	TWIRL

**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 Kate Spade LLC, a Delaware limited liability company (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.

WITNESSETH:

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.

KATE SPADE LLC,  
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*

**TRADEMARK**  
**REEL: 004519 FRAME: 0199**

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

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

*Signature Page to Trademark Security Agreement*

TRADEMARK  
REEL: 004519 FRAME: 0200

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>KATE SPADE, LLC</b>					
<b>Mark Name</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CLASSIC PEARLS	Registered	78203142	1/14/2003	2898149	10/26/2004
JACK SPADE	Registered	75220511	1/2/1997	2341633	4/11/2000
JACK SPADE	Registered	75249603	2/28/1997	2578940	6/11/2002
JACK SPADE	Registered	76530960	7/21/2003	2871175	8/10/2004
JACK SPADE	Filed	85209722	1/4/2011		
JACK SPADE WARREN STREET NEW YORK	Registered	76069301	6/13/2000	2455406	5/29/2001
KATE SPADE	Registered	76106039	8/9/2000	2724972	6/10/2003
KATE SPADE	Registered	78329972	11/19/2003	2918996	1/18/2005
KATE SPADE	Registered	75220568	1/2/1997	2522892	12/25/2001
KATE SPADE	Registered	75047470	1/23/1996	2064708	5/27/1997
KATE SPADE	Registered	75250157	2/28/1997	2578942	6/11/2002
KATE SPADE	Registered	76535011	8/6/2003	2905861	11/30/2004
KATE SPADE	Registered	76469962	11/25/2002	3139442	9/5/2006
KATE SPADE	Registered	76469959	11/25/2002	2919490	1/18/2005
KATE SPADE BABY	Registered	78795157	1/19/2006	3183504	12/12/2006
KATE SPADE Label Placement Logo	Registered	75047450	1/23/1996	2073406	6/24/1997
KATE SPADE NEW YORK	Filed	85058706	6/9/2010		
KATE SPADE NEW YORK	Registered	76041126	5/5/2000	2654803	11/26/2002
KATE SPADE NEW YORK	Registered	78461367	8/3/2004	3271494	7/31/2007
KATE SPADE NEW YORK	Registered	76041129	5/5/2000	2446491	4/24/2001
KATE SPADE NEW YORK	Registered	76041130	5/5/2000	2537318	2/5/2002
KATE SPADE NEW YORK	Registered	76041128	5/5/2000	2613247	8/27/2002
KATE SPADE NEW YORK	Registered	76530961	7/21/2003	2956539	5/31/2005
KATE SPADE NEW YORK	Registered	76469961	11/25/2002	2931300	3/8/2005
KATE SPADE NEW YORK	Registered	78698211	8/23/2005	3095754	5/23/2006
KATE SPADE NEW YORK	Registered	76469960	11/25/2002	2841312	5/11/2004
KATE SPADE NEW YORK	Filed	77969578	3/26/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85116300	8/26/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85116317	8/26/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85116332	8/26/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85119979	8/31/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85120019	8/31/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85120071	8/31/2010		
KATE SPADE NEW YORK SPADE Design	Filed	85120107	8/31/2010		
KATE SPADE NEW YORK Stylized	Registered	78633006	5/19/2005	3092920	5/16/2006
KATE SPADE SATURDAY	Filed	85088833	7/20/2010		

KATE SPADE SATURDAY	Filed	85088791	7/20/2010		
KATE SPADE SATURDAY	Filed	85088913	7/20/2010		
KATE SPADE Stylized	Registered	75047467	1/23/1996	2068911	6/10/1997
KS Design	Registered	77090161	1/24/2007	3311286	10/16/2007
LIVE COLORFULLY	Filed	85267033	3/15/2011		
Noel Decade Logo	Registered	76521528	6/9/2003	2903778	11/16/2004
Noel Logo	Registered	76975866	2/9/2001	2865590	7/20/2004
Noel Logo	Registered	76212692	2/9/2001	2626385	9/24/2002
Noel Logo	Registered	76500447	3/17/2003	2814770	2/17/2004
Noel Logo	Registered	76975635	2/9/2001	2780578	11/4/2003
Noel Logo	Registered	76212690	2/9/2001	2737874	7/15/2003
Noel Logo	Registered	78331344	11/21/2003	2917344	1/11/2005
Noel Logo	Registered	76975433	2/9/2001	2768030	9/23/2003
Noel Repeat Design	Registered	78174868	10/16/2002	2901504	11/9/2004
Noel Repeat Logo	Registered	78174669	10/15/2002	2834353	4/20/2004
Noel Repeat Logo	Registered	78174847	10/16/2002	2893121	10/12/2004
QUICK AND CURIOUS AND PLAYFUL	Filed	85043582	5/20/2010		
QUICK AND CURIOUS AND PLAYFUL	Filed	85049023	5/27/2010		
Spade Corner Pocket Logo	Filed	85003113	3/31/2010		
Spade Full Pocket Logo	Filed	85003024	3/31/2010		
SUPERCALIFRAGILIPSTIC K	Filed	85144360	10/4/2010		
TWIRL	Filed	77969558	3/26/2010		