

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., a Delaware Corporation		04/07/2011	CORPORATION: DELAWARE

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: 34

Property Type	Number	Word Mark
Registration Number:	2911758	AND JUST LIKE THAT, IT BEGINS
Registration Number:	3090861	APPLAUD
Registration Number:	3225482	APPLAUD
Registration Number:	3068991	BELONGINGS
Registration Number:	1945838	CENZA
Registration Number:	2973207	CITY LEATHER
Registration Number:	3231090	CITY UNLTD.
Registration Number:	3204352	COMPOSITES
Registration Number:	3036427	COSETTE
Registration Number:	1829471	COTTONUITY
Registration Number:	2528501	CRAZY HORSE
Registration Number:	2956381	C R A Z Y H O R S E
Registration Number:	759737	CRAZY HORSE
Registration Number:	2128086	ELISABETH

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Registration Number:	3089407	ELISABETH BY LIZ CLAIBORNE
Registration Number:	1687927	ELISABETH LIZ CLAIBORNE INC
Registration Number:	1479631	FIRST ISSUE
Registration Number:	3330406	GRACE POINT
Registration Number:	3114884	HAVE TO HAVE
Registration Number:	2958403	LETTER PERFECT
Registration Number:	2905057	LIFE JUST GOT A LITTLE EASIER
Registration Number:	2974027	LIZ SOFT TOUCH
Registration Number:	3068976	LUXE EDITION
Registration Number:	2976702	METRO CONCEPTS
Registration Number:	2972834	MICHAELA
Registration Number:	3280388	RESOLUTIONS
Registration Number:	3500104	RHYTHM & BLUES
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
Serial Number:	78502488	YZZA

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: 5
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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 L.C. Licensing, Inc., a Delaware 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.

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.

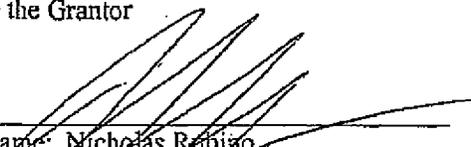
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and Pledge and Security Agreement, the terms and provisions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

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

By: 
Name: Nicholas Rabinov
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

L. C. LICENSING, INC.					
Mark Name	Status	App. Date	App. Date	Reg. No.	Reg. Date
AND JUST LIKE THAT, IT BEGINS	Registered	78238270	4/16/2003	2911758	12/14/2004
APPLAUD	Registered	78115278	3/15/2002	3090861	5/9/2006
APPLAUD	Registered	78171821	10/7/2002	3225482	4/3/2007
BELONGINGS	Registered	78270458	7/3/2003	3068991	3/14/2006
CENZA	Registered	74635481	2/17/1995	1945838	1/2/2006
CITY LEATHER	Registered	78238274	4/16/2003	2973207	7/19/2005
CITY UNLTD.	Registered	78624888	5/6/2005	3231090	4/17/2007
COMPOSITES	Registered	78185410	11/15/2002	3204352	1/30/2007
COSETTE	Registered	78171747	10/7/2002	3036427	12/27/2005
COTTONUITY	Registered	74397898	6/4/1993	1829471	4/5/1994
CRAZY HORSE	Registered	75981017	2/10/2000	2528501	1/8/2002
CRAZY HORSE	Registered	75611232	12/23/1998	2956381	5/31/2005
CRAZY HORSE	Registered	72163172	2/20/1963	759737	11/5/1963
ELISABETH	Registered	75035736	12/22/1995	2128086	1/13/1998
ELISABETH BY LIZ CLAIBORNE	Registered	78298771	9/10/2003	3089407	5/9/2006
ELISABETH LIZ CLAIBORNE INC. Stylized	Registered	74101342	9/28/1990	1687927	5/19/1992
FIRST ISSUE	Registered	73673954	7/23/1987	1479631	3/8/1988
GRACE POINT	Registered	78270460	7/3/2003	3330406	11/6/2007
HAVE TO HAVE	Registered	78318420	10/24/2003	3114884	7/11/2006
LETTER PERFECT	Registered	78294766	9/2/2003	2958403	5/31/2005
LIFE JUST GOT A LITTLE EASIER	Registered	78316700	10/21/2003	2905057	11/23/2004
LIZ SOFT TOUCH	Registered	78318431	10/24/2003	2974027	7/19/2005
LUXE EDITION	Registered	78264917	6/20/2003	3068976	3/14/2006
METRO CONCEPTS	Registered	76283515	7/11/2001	2976702	7/26/2005
MICHAELA	Registered	78171736	10/7/2002	2972834	7/19/2005
RESOLUTIONS	Registered	78270467	7/3/2003	3280388	8/14/2007
RHYTHM AND BLUES	Registered	78630389	5/16/2005	3500104	9/9/2008
SPECIAL BRANDS A LIZ CLAIBORNE COMPANY Stylized	Registered	76976882	6/8/2001	2889997	9/28/2004
STAMP 10	Registered	78636671	5/25/2005	3320063	10/23/2007
SWE	Registered	78976315	4/26/2004	2999285	9/20/2005
TINT	Registered	76603945	7/26/2004	3133528	8/22/2006
VIVID	Registered	74347506	1/11/1993	1860231	10/25/1994
WOMEN'S WORK Design	Registered	74801106	10/28/1991	1847509	7/26/1994
YZZA	Filed	78502488	10/19/2004		

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RECORDED: 04/11/2011

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