

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucky Brand Dungarees, 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: 67			
Property Type	Number	Word Mark	
Registration Number:	3865742	221	
Registration Number:	3901798	455	
Registration Number:	3901799	487	
Registration Number:	2129881		
Registration Number:	2113726		
Registration Number:	2400358		
Registration Number:	3693776		
Registration Number:	3494965	DENIM HIGHWAY	
Registration Number:	3522929		
Registration Number:	3418018	LOVE NOTE	
Registration Number:	2050091		
Registration Number:	3417110	LUCKY	
Registration Number:	3517270	LUCKY	
Registration Number:	2903532	LUCKY BABY	

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Registration Number:	3104220	LUCKY BRAND
Registration Number:	2795162	LUCKY BRAND
Registration Number:	2655004	LUCKY BRAND
Registration Number:	2725491	LUCKY BRAND
Registration Number:	2572426	LUCKY BRAND
Registration Number:	1646123	LUCKY BRAND
Registration Number:	2756608	LUCKY BRAND
Registration Number:	3407935	LUCKY BRAND
Registration Number:	3699407	LUCKY BRAND
Registration Number:	3506278	LUCKY BRAND
Registration Number:	2883694	LUCKY BRAND
Registration Number:	2703123	LUCKY BRAND BLUE JEANS
Registration Number:	2686829	LUCKY BRAND DUNGAREES
Registration Number:	2936774	LUCKY BRAND DUNGAREES
Registration Number:	3107591	LUCKY BRAND DUNGAREES
Registration Number:	2158107	LUCKY BRAND DUNGAREES OF AMERICA TOO TOUGH TO DIE
Registration Number:	3041039	LUCKY BRAND JEANS
Registration Number:	2931758	LUCKY DREAMS
Registration Number:	3483612	
Registration Number:	3378468	LUCKY GIRLS
Registration Number:	3379267	LUCKY HOUND
Registration Number:	3500183	LUCKY KID
Registration Number:	3387018	LUCKY KID
Registration Number:	3775279	LUCKY LEGEND
Registration Number:	2469997	LUCKY ME
Registration Number:	3265128	LUCKY NUMBER 6 LUCKY
Registration Number:	3628597	
Registration Number:	3662935	LUCKY SILVER
Registration Number:	2306342	LUCKY YOU
Registration Number:	1739962	LUCKY YOU
Registration Number:	1886118	LUCKY YOU
Registration Number:	2583368	LUCKY YOU LUCKY BRAND
Registration Number:	2724936	LUCKY YOU LUCKY BRAND
Registration Number:	3051792	RN#80318

Registration Number:	2271432	THE LUCKY BRAND FOUNDATION MAKING A DIFFERENCE NOW
Registration Number:	2383437	WEAR US BE LUCKY
Registration Number:	3301264	YOUR NEIGHBORHOOD JEAN STORE
Serial Number:	85099196	181
Serial Number:	77889712	227
Serial Number:	85270362	CALIFORNIA DREAMIN'
Serial Number:	77284195	INDIGO CLOVER
Serial Number:	77615906	LUCKY BRAND
Serial Number:	85213150	LUCKY BRAND
Serial Number:	85228321	LUCKY BRAND
Serial Number:	77821440	LUCKY BRAND LEGEND
Serial Number:	78923501	LUCKY KID
Serial Number:	85171610	LUCKY LEGEND
Serial Number:	85171549	LUCKY LEGEND
Serial Number:	85171671	LUCKY LEGEND
Serial Number:	85171753	LUCKY LEGEND
Serial Number:	85174108	LUCKY LEGEND
Serial Number:	77906773	LUCKY SURPLUS
Serial Number:	77826819	ZEN AND CLOVER

#### 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:	04/12/2011

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 Lucky Brand Dungarees, 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.

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.

LUCKY BRAND DUNGAREES, 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*

TRADEMARK

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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*



# SCHEDULE A

## U.S. Trademark Registrations and Applications

LUCKY BRAND DUNGAREES, INC.					
Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
181	Filed	85099196	8/3/2010		
221	Registered	77872207	11/13/2009	3865742	10/19/2010
227	Filed	77889712	12/9/2009		
455	Registered	77874607	11/17/2009	3901798	1/4/2011
487	Registered	77874614	11/17/2009	3901799	1/4/2011
CALIFORNIA DREAMIN'	Filed	85270362	3/18/2011		
Clover (Pocket Interior) Logo	Registered	75117852	6/12/1996	2129881	1/20/1998
Clover (Zipper Pull) Logo	Registered	75137075	7/22/1996	2,113,726	11/18/1997
CLOVER Logo	Registered	75117085	6/11/1996	2400358	10/31/2000
CLOVER Logo	Registered	77517182	7/8/2008	3693776	10/6/2009
DENIM HIGHWAY	Registered	77257836	8/17/2007	3494965	9/2/2008
INDIGO CLOVER	Filed	77284195	9/20/2007		
Lola Pocket Design	Registered	77536894	8/1/2008	3522929	10/21/2008
LOVE NOTE	Registered	77257899	8/17/2007	3418018	4/29/2008
LUCK YOU Fly Label Design	Registered	74384234	4/29/1993	2050091	4/8/1997
LUCKY	Registered	77153076	4/10/2007	3417110	4/29/2008
LUCKY and Yin Yang Heart Design	Registered	77151902	4/9/2007	3517270	10/14/2008
LUCKY BABY	Registered	78334239	11/30/2003	2903532	11/16/2004
LUCKY BRAND	Registered	75924261	2/22/2000	3104220	6/13/2006
LUCKY BRAND	Registered	75852779	11/16/1999	2795162	12/16/2003
LUCKY BRAND	Registered	76282385	7/11/2001	2655004	11/26/2002
LUCKY BRAND	Registered	76304138	8/23/2001	2725491	6/10/2003
LUCKY BRAND	Registered	75141074	7/22/1996	2572426	5/28/2002
LUCKY BRAND	Registered	74082798	7/30/1990	1646123	5/28/1991
LUCKY BRAND	Registered	75977217	10/17/1996	2756608	8/26/2003
LUCKY BRAND	Registered	77068530	12/20/2006	3407935	4/8/2008
LUCKY BRAND	Registered	77182493	5/16/2007	3699407	10/20/2009
LUCKY BRAND	Registered	77299071	10/9/2007	3506278	9/23/2008
LUCKY BRAND	Filed	77615906	11/17/2008		
LUCKY BRAND	Filed	85213150	1/7/2011		
LUCKY BRAND	Filed	85228321	1/27/2011		
LUCKY BRAND and Clover Design	Registered	76495899	3/7/2003	2883694	9/14/2004
LUCKY BRAND BLUE JEANS	Registered	76282386	7/11/2001	2703123	4/1/2003
LUCKY BRAND DUNGAREES	Registered	75030041	12/8/1995	2686829	2/11/2003
LUCKY BRAND DUNGAREES	Registered	78141675	7/7/2002	2936774	3/29/2005
LUCKY BRAND DUNGAREES in Clover Design	Registered	78321365	10/31/2003	3107591	6/20/2006
LUCKY BRAND DUNGAREES OF AMERICA TOO TOUGH TO DIE Design	Registered	75118448	6/13/1996	2158107	5/19/1998
LUCKY BRAND JEANS	Registered	78513557	11/9/2004	3041039	1/10/2006
LUCKY BRAND LEGEND	Filed	77821440	9/8/2009		
LUCKY DREAMS	Registered	78221879	3/5/2003	2931758	3/8/2005
LUCKY Fortune Cookie Design	Registered	77254756	8/14/2007	3483612	8/12/2008
LUCKY GIRLS	Registered	78251335	5/19/2003	3378468	2/5/2008
LUCKY HOUND	Registered	77975131	9/20/2006	3379267	2/5/2008

TRADEMARK

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LUCKY KID	Registered	78833361	3/9/2006	3500183	9/9/2008
LUCKY KID	Filed	78923501	7/6/2006		
LUCKY KID	Registered	78979507	7/6/2006	3387018	2/19/2008
LUCKY LEGEND	Registered	77372213	1/15/2008	3775279	4/13/2010
LUCKY LEGEND	Filed	85171610	11/8/2010		
LUCKY LEGEND	Filed	85171549	11/8/2010		
LUCKY LEGEND	Filed	85171671	11/8/2010		
LUCKY LEGEND	Filed	85171753	11/8/2010		
LUCKY LEGEND	Filed	85174108	11/10/2010		
LUCKY ME	Registered	75450495	3/16/1998	2469997	7/17/2001
LUCKY NUMBER 6 Logo	Registered	78972420	9/12/2006	3265128	7/17/2007
LUCKY PEACE SIGN Logo	Registered	77517769	7/9/2008	3628597	5/26/2009
LUCKY SILVER	Registered	77572114	9/17/2008	3662935	8/4/2009
LUCKY SURPLUS	Filed	77906773	1/7/2010		
LUCKY YOU	Registered	75117086	6/11/1996	2306342	1/4/2000
LUCKY YOU	Registered	74267253	4/20/1992	1739962	12/15/1992
LUCKY YOU Fly Label Design	Registered	74384152	4/29/1993	1886118	3/28/1995
LUCKY YOU LUCKY BRAND	Registered	76046470	5/9/2000	2583368	6/18/2002
LUCKY YOU LUCKY BRAND Design (Package)	Registered	76084522	7/10/2000	2724936	6/10/2003
RN#80318	Registered	78976550	4/7/2004	3051792	1/24/2006
THE LUCKY BRAND FOUNDATION MAK	Registered	75340734	8/13/1997	2271432	8/24/1999
WEAR US BE LUCKY	Registered	75849657	11/10/1999	2383437	9/5/2000
YOUR NEIGHBORHOOD JEAN STORE	Registered	77081130	1/11/2007	3301264	10/2/2007
ZEN AND CLOVER	Filed	77826819	9/15/2009		

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RECORDED: 04/12/2011

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