

**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
Michael Kors, L.L.C.		09/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association (successor by merger to Wells Fargo Trade Capital, LLC), as Collateral Agent
<b>Street Address:</b>	100 Park Avenue
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Serial Number:	85288858	MICHAEL MICHAEL KORS
Serial Number:	85288759	MICHAEL KORS
Registration Number:	3438412	MK MICHAEL KORS
Registration Number:	3146355	MICHAEL KORS ISLAND
Serial Number:	77912083	SKORPIOS
Serial Number:	77748727	
Registration Number:	3775720	VERY HOLLYWOOD MICHAEL KORS
Serial Number:	77574180	FRONT ROW
Serial Number:	77430591	HUDSON
Registration Number:	3539828	MILLBROOK
Registration Number:	3539827	BROOKVILLE
Registration Number:	3707412	ASTOR

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Registration Number:	3673908	SANTORINI
Serial Number:	77421482	MALIBU
Serial Number:	77421475	GREENWICH
Serial Number:	77421470	AMAGANSETT
Registration Number:	3577581	MICHAEL KORS VERY PRETTY
Serial Number:	78977481	MICHAEL KORS
Registration Number:	3356080	
Registration Number:	3490152	MONTAUK
Registration Number:	3130753	
Registration Number:	3080631	MICHAEL MICHAEL KORS
Registration Number:	3535310	MK MICHAEL KORS
Registration Number:	3319381	MICHAEL KORS
Registration Number:	2824657	KORS MICHAEL KORS
Registration Number:	2547039	MICHAEL KORS
Registration Number:	2708259	MICHAEL KORS
Registration Number:	2520758	MICHAEL KORS
Registration Number:	2520757	MICHAEL KORS
Registration Number:	2049326	MICHAEL KORS
Registration Number:	1977507	MICHAEL KORS

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400

Phone: 214-981-3483

Email: dclark@sidley.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37360
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	09/15/2011

Total Attachments: 5

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**TRADEMARK**  
**REEL: 004623 FRAME: 0465**

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NOTICE OF GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Notice of Grant") is made effective as of September 15, 2011 by and from MICHAEL KORS, L.L.C., a Delaware limited liability company ("Grantor") to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wells Fargo Trade Capital, LLC), for itself and as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, Michael Kors (USA), Inc. (the "Borrower"), the Foreign Subsidiary Borrowers from time to time parties thereto, the Guarantors parties thereto, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain Subsidiaries and Affiliates of the Borrower have guaranteed the repayment of the Obligations pursuant to a Guarantee Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrower, the Grantor and certain Subsidiaries and Affiliates of the Borrower have entered into an Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, 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 Notice of Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of 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 Financing Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Notice of 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 Notice of Grant is made to secure the prompt payment, in full in cash, and full performance of all "Obligations" as defined in the Credit Agreement, including obligations of the Borrowers and the Guarantors to any or all of the Lenders and/or Agents now or hereafter existing under any Financing Document. Upon the payment in full in cash of the Obligations and all other amounts payable under the Credit Agreement (in each case, other than (x) Derivative Obligations as to which arrangements satisfactory to the Agents shall have been made, (y) Cash Management Obligations as to which arrangements satisfactory to the Agents shall have been made and (z) contingent obligations for

indemnification) and expiration or termination of the Commitments and all Letters of Credit or, in the case of Letters of Credit, cash collateralization thereof in accordance with the Credit Agreement, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Notice of Grant.

(b) Grantor hereby assigns and pledges to Grantee, for the ratable benefit of each Secured Party, a security interest in (1) all of Grantor's right, title and interest in and to the trademarks now owned or existing or hereafter arising or acquired by Grantor, together with (2) all proceeds of such 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 such trademarks or unfair competition regarding the same.


3) Counterparts. This Notice of 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 Notice of 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.

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

MICHAEL KORS, L.L.C.

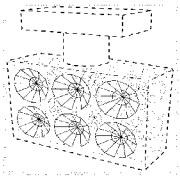
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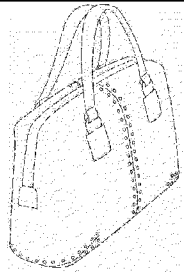
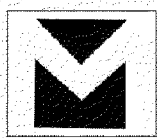
Name: Joseph B. Parsons

Title: Executive Vice President, Chief Financial Officer and Treasurer

NOTICE OF GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
1.	MICHAEL MICHAEL KORS	85288858	4/7/2011			PENDING
2.	MICHAEL KORS	85288759	4/7/2011			PENDING
3.	MK MICHAEL KORS	78980045	7/24/2003	3438412	5/27/2008	REGISTERED
4.	MICHAEL KORS ISLAND	78408803	4/27/2004	3146355	9/19/2006	REGISTERED
5.	SKORPIOS	77912083	1/14/2010			PENDING
6.	DESIGN ONLY 	77748727	6/1/2009			PENDING
7.	VERY HOLLYWOOD MICHAEL KORS	77597278	10/21/2008	3775720	4/13/2010	REGISTERED
8.	FRONT ROW	77574180	9/19/2008			PENDING
9.	HUDSON	77430591	3/25/2008			PENDING
10.	MILLBROOK	77421498	3/13/2008	3539828	12/2/2008	REGISTERED
11.	BROOKVILLE	77421493	3/13/2008	3539827	12/2/2008	REGISTERED
12.	ASTOR	77421490	3/13/2008	3707412	11/10/2009	REGISTERED
13.	SANTORINI	77421486	3/13/2008	3673908	8/25/2009	REGISTERED
14.	MALIBU	77421482	3/13/2008			PENDING
15.	GREENWICH	77421475	3/13/2008			PENDING
16.	AMAGANSETT	77421470	3/13/2008			PENDING
17.	MICHAEL KORS VERY PRETTY	77345394	12/6/2007	3577581	2/17/2009	REGISTERED
18.	MICHAEL KORS	78977481	7/24/2003	3160891	10/17/2006	REGISTERED
19.	DESIGN ONLY	78606075	4/11/2005	3356080	12/18/2007	REGISTERED

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
						
20.	MONTAUK	78459784	7/30/2004	3490152	8/19/2008	REGISTERED
21.	DESIGN ONLY 	78430302	6/4/2004	3130753	8/15/2006	REGISTERED
22.	MICHAEL MICHAEL KORS	78426397	5/27/2004	3080631	4/11/2006	REGISTERED
23.	MK MICHAEL KORS	78278276	7/24/2003	3535310	11/18/2008	REGISTERED
24.	MICHAEL KORS	78278264	7/24/2003	3319381	10/23/2007	REGISTERED
25.	KORS MICHAEL KORS	76481812	1/13/2003	2824657	3/23/2004	REGISTERED
26.	MICHAEL KORS	76234839	4/4/2001	2547039	3/12/2002	REGISTERED
27.	MICHAEL KORS	75714822	5/27/1999	2708259	4/22/2003	REGISTERED
28.	MICHAEL KORS	75714821	5/27/1999	2520758	12/18/2001	REGISTERED
29.	MICHAEL KORS	75714819	5/27/1999	2520757	12/18/2001	REGISTERED
30.	MICHAEL KORS	74219653	11/7/1991	2049326	4/1/1997	REGISTERED
31.	MICHAEL KORS	74119978	12/3/1990	1977507	6/4/1996	REGISTERED