

07/10/2012



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700469543U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeCORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

J. Choo Limited  
J. Choo (Jersey) Limited

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other: Company

Citizenship (see guidelines) England and WalesAdditional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 12, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: UBS Limited

Internal

Address: \_\_\_\_\_

Street Address: 1 Finsbury AvenueCity: LondonState: N/ACountry: United Kingdom Zip: EC2M 3PP

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_

☒ Other: Bank Citizenship United KingdomIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A.

See Exhibit A.

Additional sheet(s) attached? ☒ Yes ☐ No

## C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A.

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Judy PennyInternal Address: Hogan Lovells US11aStreet Address: 555 Thirteenth St.  
NWCity: WashingtonState: DC Zip: 20004Phone Number: (202) 637-5600Fax Number: (202) 637-5910Email Address: judy.penny@hoganlovells.com

## 6. Total number of applications and registrations involved:

25

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

## 8. Payment Information:

Credit Card: 5683  
10112

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

## 9. Signature:

Shao Wang

Signature

Shao Wang

Name of Person Signing

August 15, 2011

Date

Total number of pages including cover sheet, attachments, and document:

16


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK  
REEL: 004842 FRAME: 0616

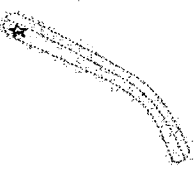
OP \$590.00 8629518

**SCHEDULE I**

**SPECIFIED IP**

Mark	Application / Registration No.	Filing Date	Registration Date	Classes	Proprietor	Jurisdiction
JIMMY CHOO	85295180	14 April 2011	N/A	16	J. Choo Limited	US
TULITA	79097971	06 April 2011	N/A	18	J. Choo Limited	US
CHOO (stylised)	79086294	11 August 2010	N/A	14, 18, 25	J. Choo Limited	US
JIMMY CHOO	3647933	10 October 2008	30 June 2009	06	J. Choo Limited	US
LOHLA-JAYNE	3580861	15 July 2008	24 February 2009	18	J. Choo Limited	US
JIMMY CHOO	3647636	24 August 2007	30 June 2009	04	J. Choo Limited	US
RAMONA	3356725	29 March 2007	18 December 2007	18	J. Choo Limited	US
MAHALA	3356724	29 March 2007	18 December 2007	18	J. Choo Limited	US
TAMALI	3206481	15 February 2006	06 February 2007	18	J. Choo Limited	US
THEOLA	3194673	15 February 2006	02 January 2007	18	J. Choo Limited	US
JIMMY CHOO	3154280	21 April 2005	10 October 2006	24	J. Choo Limited	US
TAHULA	3093446	15 October 2004	16 May 2006	18	J. Choo Limited	US
4 INCHES (stylised)	2989855	24 June 2004	30 August 2005	16, 36	J. Choo Limited	US
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JIMMY CHEW (stylised)	3128827	18 January 2005	15 August 2006	18, 25	J. Choo Limited	US
CHOO (stylised)	3252892	21 September 2004	19 June 2007	18, 25	J. Choo Limited	US
TULITA	3014869	21 July 2003	15 November 2005	18	J. Choo Limited	US
JIMMY CHOO (logo)	3647552	30 January 2009	30 June 2009	09, 18, 25	J. Choo Limited	US
JIMMY CHOO (logo)	3647551	30 January 2009	30 June 2009	09, 18, 25	J. Choo Limited	US
JIMMY CHOO (logo)	3491347	10 July 2007	26 August 2008	03, 09, 14, 18, 25, 35	J. Choo Limited	US
JIMMY CHOO (logo)	3025360	02 April 2004	13 December 2005	18	J. Choo Limited	US
	3059671	02 April 2004	14 February 2006	25	J. Choo Limited	US
JIMMY CHOO	2833725	01 July 2002	20 April 2004	03, 09, 14, 18, 35	J. Choo Limited	US
JIMMY CHOO	2641408	11 September 1997	29 October 2002	25	J. Choo Limited	US

Mark	Application / Registration No.	Filing Date	Registration Date	Classes	Proprietor	Jurisdiction
	85-365801	7 July 2011	N/A	21, 23, 26, 36, 38	J. Choo Limited	US

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

dated as of August 12, 2011.

among

**J. Choo Limited**

and

**J. Choo (Jersey) Limited,**

**as Grantors**

and

**UBS Limited,**

**as Security Agent**

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 SCHEDULE I SPECIFIED IP	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 12, 2011 (this "Agreement") among J. Choo Limited, a company incorporated under the laws of England and Wales with registered number 03185783 (the "UK Grantor"), J. Choo (Jersey) Limited, a company incorporated under the laws of Jersey with registration number 064645 (registered as a branch in the United Kingdom BR8659 Overseas Co. Number FC26604) (the "Jersey Grantor" and together with the UK Grantor, each a "Grantor" and collectively, the "Grantors"), and UBS Limited, as security agent for the Secured Parties (as defined in the Facilities Agreement referred to below) (herein in such capacity, the "Security Agent").

#### RECITALS

A. Choo Luxury Holdings Limited, a company incorporated under the laws of England and Wales with registered number 7625337 (the "Parent") and Choo Luxury Finance Limited, a company incorporated under the laws of England and Wales with registered number 7625522 (the "Company") have entered into a facilities agreement dated 28 June 2011 and amended on 30 June 2011 (as the same may be amended, modified or supplemented from time to time, the "Facilities Agreement") with, amongst others, the Original Borrowers and Original Guarantors referred to therein, UBS Limited and The Royal Bank of Scotland PLC as agent for National Westminster Bank PLC as mandated lead arrangers (the "Arranger"), UBS Limited as agent (the "Agent"), the Security Agent, UBS AG, London Branch as Issuing Bank, and the Original Lenders referred to therein.

B. Pursuant to the Facilities Agreement, the Parent and the Company have entered into an intercreditor agreement dated 28 June 2011 (the "Intercreditor Agreement") with, amongst others, the Arranger, the Agent, the Lenders referred to therein and the Security Agent.

C. The Grantors are acceding to the Facilities Agreement as Additional Obligors.

D. As a condition precedent to their accession to the Facilities Agreement, the UK Grantor (as the legal owner of certain assets) and the Jersey Grantor (as the beneficial owner of such assets) are required to execute and deliver this Agreement.

In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, the Grantors and the Security Agent, on behalf of itself and each Secured Party (and each of their respective successors or permitted assigns), hereby agree as follows:

#### SECTION 1

##### DEFINITIONS; RULES OF INTERPRETATION

###### Section 1.1 Definition of Terms Used Herein

Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Facilities Agreement, as the context requires.

###### Section 1.2 UCC

Terms used herein that are defined in the UCC but not defined herein have the meanings given to them in the UCC, including the following which are capitalized herein:

Proceeds

Record

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Security

**Section 1.3 General Definitions**

In this Agreement:

**"Bankruptcy Code"** means the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq., or any successor statute.

**"Declared Default"** means (1) a "Declared Default" as defined in the Facilities Agreement or (2) the occurrence of any other Event of Default referred to in clause 28.21(b) and (c) of the Facilities Agreement.

**"Intellectual Property"** means:

(a) any patents, utility models, Trademarks, service marks, designs, business names, copyrights, database rights, design rights, registered designs, domain names, inventions, confidential information, trade secrets, knowhow and all other intellectual property rights and interests subsisting in the United States (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications (and all goodwill associated with such applications) and rights to use such assets of the Grantor, including all rights under any agreements relating to the use or exploitation of any such rights, which may now or in the future subsist.

**"Intellectual Property Collateral"** means each Grantor's right, title and interest in, to and under

(a) all Intellectual Property, including the Trademarks referred to in Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Licensee;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement of any Intellectual Property or (ii) injury to the goodwill associated with any Trademark.

**"Lien"** has the meaning assigned to the term "Security" in the Facilities Agreement.

**"Secured Obligations"** means all amounts, obligations, covenants and duties owing by any Obligor to any Secured Party of every type and description, present or future, arising under any Finance Document, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and whether or not evidenced by any note, guaranty or other instrument for the payment of money.

**"Security Interest"** means the continuing security interest in the Intellectual Property Collateral granted to the Security Agent for the benefit of the Secured Parties pursuant to Section 2.1.

**"Specified IP"** means all registrations and applications for any Trademarks owned by a Grantor (excluding any abandoned Trademarks or withdrawn Trademark applications), a current list of which is set out in Schedule I, under the heading "Specified IP".

**"Trademark Licensee"** means any and all agreements providing for the granting of any right in or to Trademarks (whether the relevant Grantor is licensee or licensor thereunder).

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Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

#### **Section 2.2 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property Collateral if the grant of such Security Interest will constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or conflict with any license or other agreement to which such Grantor is a party or any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license or other agreement, result in a breach or termination of the terms of, or constitute a default under, or result in the termination of, any such license or other agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407 and/or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral will include, and the Grantor will be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect.

### **SECTION 3 REPRESENTATIONS AND WARRANTIES**

Each Grantor represents and warrants to the Security Agent and the other Secured Parties on and as of the date hereof, that

#### **Section 3.1 Title**

No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Intellectual Property Collateral, (b) any assignment in which such Grantor assigns any Intellectual Property Collateral or any security agreement or similar instrument covering any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office in any other jurisdiction or (c) any assignment in which such Grantor assigns any Intellectual Property Collateral or any security agreement or similar instrument covering any Intellectual Property Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for (x) Permitted Security or (y) any financing statement or analogous document, assignment, security agreement or similar instrument evidencing Liens being terminated on or before the date hereof.

#### **Section 3.2 Security Interest**

Subject to the completion of the filing of all UCC financing statements or other appropriate filings, recordings or registrations containing an accurate description of the Specified IP that have been delivered to the Security Agent for filing in each governmental, municipal or other office in the United States (including any filings required to be made in the United States Patent and Trademark Office, in order to perfect the Security Interest in the Specified IP) and to value being given, the Security Interest constitutes a perfected security interest in all Specified IP in which a security interest may be perfected

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by filing, recording or registering a financing statement or analogous document in the United States pursuant to the UCC.

### **Section 3.3 Intellectual Property Collateral**

Schedule I sets forth a true and complete list of all United States registrations of and applications for Trademarks owned by each Grantor as of the date of this Agreement.

## **SECTION 4 COVENANTS**

### **Section 4.1 Name and Jurisdiction**

Unless a Grantor has given the Security Agent at least 10 days prior written notice, such Grantor will not change (i) its name, (ii) its jurisdiction of organization, principal place of business or other "location" (as defined in Section 9-307 of the UCC), (iii) its organizational structure or (iv) its organizational identification number or federal taxpayer identification number. Each Grantor agrees to cooperate with the Security Agent in making all filings that are required in order for the Security Agent to continue at all times following such change to have a legal, valid and perfected Security Interest in all the Specified IP.

## **SECTION 5 SECURITY AGENT APPOINTED ATTORNEY-IN-FACT**

### **Section 5.1 Power of Attorney**

Each Grantor hereby irrevocably makes, constitutes and appoints the Security Agent (and all officers, employees or agents designated by the Security Agent) as such Grantor's true and lawful agent and attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Security Agent or otherwise, from time to time in the Security Agent's discretion, to take any action and to execute any instrument that the Security Agent may deem necessary or that the Security Agent may reasonably request to accomplish the purposes of this Agreement, including the following:

- (a) to prepare and file records (including UCC financing statements); and
- (b) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the Security Interest granted herein in the Specified IP in the name of such Grantor as assignor.

## **SECTION 6 REMEDIES**

### **Section 6.1 Remedies Upon Declared Default**


Upon the occurrence and during the continuation of a Declared Default, the Security Agent may exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Intellectual

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In Witness Whereof, the Grantors and the Security Agent have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

J. CHOO LIMITED, as Grantor

By:   
Name: J.S. SINCLAIR  
Title: DIRECTOR

J. CHOO (JERSEY) LIMITED, as Grantor

By:   
Name: J.S. SINCLAIR  
Title: DIRECTOR

UBS LIMITED, as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intellectual Property Security Agreement]

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In Witness Whereof, the Grantors and the Security Agent have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

J. CHOO LIMITED, as Grantor


By: \_\_\_\_\_  
Name:  
Title:

J. CHOO (JERSEY) LIMITED, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

UBS LIMITED, as Security Agent

By: \_\_\_\_\_  
Name:  
Title:  
Eoghan Harrington  
Executive Director  
Leveraged Finance



Simon Matthews  
Director  
UBS Investment Bank


[Signature Page to Intellectual Property Security Agreement]


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## SPECIFIED IP

## SCHEDULE I

Mark	Application / Registration No.	Filing Date	Registration Date	Classes	Proprietor	Jurisdiction
JIMMY CHOO	85295180	14 April 2011	N/A	16	J. Choo Limited	US
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TRADEMARK

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