TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIFTH & PACIFIC COMPANIES, INC.		04/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	150 FOURTH AVE NORTH, 2ND FL.
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	National Association: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4254756	NO MORE
Serial Number:	85330433	ALL 4 NONE
Serial Number:	85330427	ALL 4 NONE
Serial Number:	85330415	ALL FOR NONE
Serial Number:	85330422	ALL FOR NONE
Serial Number:	85473513	FIFTH & PACIFIC COMPANIES
Serial Number:	85508114	FIFTH & PACIFIC C O M P A N I E S

CH $190.00 4254756

CORRESPONDENCE DATA

Fax Number:

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

Email: dgaier@paulweiss.com, emendes@paulweiss.com
Correspondent Name: Danielle L. Gaier
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	15325-043
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	04/24/2013

Total Attachments: 5
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Notwithstanding anything herein to the contrary, the liens and security interests granted to U S Bank National Association, as Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by U S Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of April 7, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N A , as the ABL Agent, U S Bank National Association, as Trustee and as Notes Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

FORM OF NOTICE OF GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 18, 2013 is made by FIFTH & PACIFIC COMPANIES, 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 Fifth & Pacific Companies, 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 10.50% 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 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 Trademark.

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.

FIFTH & PACIFIC COMPANIES, INC.

By: _____

Name: George M. Carrara

Title: EVP, CFO & COO

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

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

Schedule A

Mark Name	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ALL 4 NONE	Filed	85330433	05/25/2011		
ALL 4 NONE	Filed	85330427	05/25/2011		
ALL FOR NONE	Filed	85330415	05/25/2011		
ALL FOR NONE	Filed	85330422	05/25/2011		
NO MORE	Registered	85347282	06/14/2011	4254756	12/04/2012
FIFTH & PACIFIC COMPANIES	Filed	85473513	11/15/2011		
FIFTH & PACIFIC COMPANIES Design	Filed	85508114	01/04/2012		