

## 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
KATE SPADE LLC		04/18/2013	LIMITED LIABILITY COMPANY: 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: 26			
Property Type	Number	Word Mark	
Registration Number:	4155452	KATE SPADE NEW YORK	
Registration Number:	4155451	KATE SPADE NEW YORK	
Registration Number:	4155450	KATE SPADE NEW YORK	
Registration Number:	4155475	KATE SPADE NEW YORK	
Registration Number:	4045538	ADD A LAYER OF MEANING	
Registration Number:	4155479	KATE SPADE NEW YORK	
Registration Number:	4138884	KATE SPADE NEW YORK	
Serial Number:	85395579	KATE SPADE SATURDAY	
Serial Number:	85395668	KATE SPADE SATURDAY	
Serial Number:	85395746	KATE SPADE SATURDAY	
Serial Number:	85399278	KATE SPADE SATURDAY	
Serial Number:	85542623	KATE SPADE SATURDAY	
Serial Number:	85542634	KATE SPADE SATURDAY	
Serial Number:	85542658	LIVE COLORFULLY	

TRADEMARK

Serial Number:	85542676	LIVE COLORFULLY
Serial Number:	85708326	SATURDAILY
Serial Number:	85833663	LIVE COLOR FULLY KATE SPADE NEW YORK
Serial Number:	85858161	JACK SPADE
Serial Number:	85858160	JACK SPADE
Serial Number:	85858158	JACK SPADE
Serial Number:	85858153	JACK SPADE
Serial Number:	85858152	JACK SPADE
Serial Number:	85858151	JACK SPADE
Serial Number:	85858173	JACK SPADE
Serial Number:	85858169	JACK SPADE
Serial Number:	85858164	JACK SPADE

**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: 6**

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source=security interest in trademarks kate spade#page5.tif  
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**EXECUTION VERSION**

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 KATE SPADE LLC, a Delaware limited liability company (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.

KATE SPADE LLC

By:   
Name: George M. Cuciaro  
Title: VP, CFO & COO

Notice of Grant of Security Interest in Trademarks

TRADEMARK  
REEL: 005013 FRAME: 0537

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
KATE SPADE NEW YORK and Spade Design	Registered	85290010	04/08/2011	4155452	06/05/2012
KATE SPADE NEW YORK and Spade Design	Registered	85290002	04/08/2011	4155451	06/05/2012
KATE SPADE NEW YORK and Spade Design	Registered	85289992	04/08/2011	4155450	06/05/2012
KATE SPADE NEW YORK and Spade Design	Registered	85297677	04/18/2011	4155475	06/05/2012
ADD A LAYER OF MEANING	Registered	85298486	04/19/2011	4045538	10/25/2011
KATE SPADE NEW YORK and Spade Design	Registered	85298818	04/19/2011	4155479	06/05/2012
KATE SPADE SATURDAY	Filed	85395579	08/11/2011		
KATE SPADE SATURDAY	Filed	85395668	08/11/2011		
KATE SPADE SATURDAY	Filed	85395746	08/11/2011		
KATE SPADE SATURDAY	Filed	85399278	08/16/2011		
KATE SPADE NEW YORK	Registered	85421677	09/13/2011	4138884	05/08/2012
KATE SPADE SATURDAY	Filed	85542623	02/14/2012		
KATE SPADE SATURDAY	Filed	85542634	02/14/2012		
LIVE COLORFULLY	Filed	85542658	02/14/2012		
LIVE COLORFULLY	Filed	85542676	02/14/2012		
SATURDAILY	Filed	85708326	08/20/2012		
LIVE COLOR FULLY KATE SPADE NEW YORK	Filed	85833663	01/28/2013		
JACK SPADE	Filed	85858161	02/22/2013		
JACK SPADE	Filed	85858160	02/22/2013		
JACK SPADE	Filed	85858158	02/22/2013		
JACK SPADE	Filed	85858153	02/22/2013		
JACK SPADE	Filed	85858152	02/22/2013		
JACK SPADE	Filed	85858151	02/22/2013		
JACK SPADE	Filed	85858173	02/23/2013		

JACK SPADE	Filed	85858169	02/23/2013		
JACK SPADE	Filed	85858164	02/23/2013		
PATENT - CLUTCH	Filed	29449690	03/15/2013		
PATENT - FRAGRANCE BOTTLE and CAP	Filed	29449897	03/15/2013		
PATENT - FRAGRANCE BOTTLE CAP	Filed	29449977	03/15/2013		
PATENT - HANDBAG	Filed	29449759	03/15/2013		
PATENT - HANDBAG DESIGN	Filed	29449850	03/15/2013		