

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kate Spade LLC		04/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	4045538	ADD A LAYER OF MEANING	
Registration Number:	3997947	JACK SPADE	
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	
Registration Number:	4158328	KATE SPADE NEW YORK	
Registration Number:	3955827	KATE SPADE NEW YORK	
Registration Number:	4138884	KATE SPADE NEW YORK	

TRADEMARK

Registration Number:	4158410	KATE SPADE NEW YORK
Registration Number:	4158419	KATE SPADE NEW YORK
Serial Number:	85120071	KATE SPADE NEW YORK
Registration Number:	4017099	KATE SPADE NEW YORK
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
Serial Number:	85298818	KATE SPADE NEW YORK
Serial Number:	85088833	KATE SPADE SATURDAY
Serial Number:	85088791	KATE SPADE SATURDAY
Serial Number:	85088913	KATE SPADE SATURDAY
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:	85833663	LIVE COLOR FULLY KATE SPADE NEW YORK
Registration Number:	4035109	LIVE COLORFULLY
Serial Number:	85542658	LIVE COLORFULLY
Serial Number:	85542676	LIVE COLORFULLY
Serial Number:	85049023	QUICK AND CURIOUS AND PLAYFUL AND STRONG
Serial Number:	85708326	SATURDAILY
Registration Number:	3979254	
Serial Number:	85003024	
Registration Number:	4081412	SUPERCALIFRAGILIPSTICK
Serial Number:	85144360	SUPERCALIFRAGILIPSTICK
Registration Number:	3952281	TWIRL

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

TRADEMARK
REEL: 005018 FRAME: 0227

Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/0696

NAME OF SUBMITTER: Mindy M. Lok

Signature: /mml/

Date: 04/30/2013

Total Attachments: 6

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Notwithstanding anything herein to the contrary, the liens and security interests granted to the US Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the US 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 "Notes Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as Initial ABL Agent, US Bank National Association, as Trustee and as Notes Agent and the Grantors (as defined in the Notes Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Notes Intercreditor Agreement and the terms of this Agreement, the terms of the Notes Intercreditor Agreement shall govern and control.

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This 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 ("Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as US Collateral Agent for the Secured Parties (as defined in the US Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of April 18, 2013 among Fifth & Pacific Companies, Inc. (the "Company"), Kate Spade UK Limited, Kate Spade Canada Inc., JPMorgan Chase Bank, N.A., as Administrative Agent and US Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, the several banks and other financial institutions (the "Lenders") and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Company and other Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered an Amended and Restated US Pledge and Security Agreement, dated as of April 18, 2013, in favor of the US Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "US Security Agreement");

WHEREAS, pursuant to the US Security Agreement, the Obligor pledged and granted to the US Collateral Agent for the benefit of the Secured Parties a continuing security interest in the Trademarks; and

WHEREAS, the Obligor 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 Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Company and other Borrowers, the Obligor agrees, for the benefit of 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 US Security Agreement or the Credit 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 US Security Agreement).

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Obligor'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 US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 US Security Agreement and is expressly subject to the terms and conditions thereof. The US 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 Obligor 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 Credit Agreement and the US 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 US Security Agreement, the terms of the US 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. Ciorazara

Title: EVP, CFO & COO

Notice of Grant of Security Interest in Trademarks

JPMORGAN CHASE BANK, N.A.
as US Collateral Agent for the Secured Parties

By: 
Name: Scott Troy
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

KATE SPADE LLC					
Mark Name	Status	Appl. No	Appl. Date	Reg. No.	Reg. Date
ADD A LAYER OF MEANING	Registered	85298486	4/19/2011	4045538	10/25/2011
JACK SPADE	Registered	85209722	1/4/2011	3997947	7/19/2011
JACK SPADE	Filed	85858161	2/22/2013		
JACK SPADE	Filed	85858160	2/22/2013		
JACK SPADE	Filed	85858158	2/22/2013		
JACK SPADE	Filed	85858153	2/22/2013		
JACK SPADE	Filed	85858152	2/22/2013		
JACK SPADE	Filed	85858151	2/22/2013		
JACK SPADE	Filed	85858173	2/23/2013		
JACK SPADE	Filed	85858169	2/23/2013		
JACK SPADE	Filed	85858164	2/23/2013		
KATE SPADE NEW YORK	Registered	85058706	6/9/2010	4158328	6/12/2012
KATE SPADE NEW YORK	Registered	77969578	3/26/2010	3955827	5/3/2011
KATE SPADE NEW YORK	Registered	85421677	9/13/2011	4138884	5/8/2012
KATE SPADE NEW YORK and Spade	Registered	85116332	8/26/2010	4158410	6/12/2012
KATE SPADE NEW YORK and Spade	Registered	85120019	8/31/2010	4158419	6/12/2012
KATE SPADE NEW YORK and Spade	Filed	85120071	8/31/2010		
KATE SPADE NEW YORK and Spade	Registered	85120107	8/31/2010	4017099	8/23/2011
KATE SPADE NEW YORK and Spade	Registered	85290010	4/8/2011	4155452	6/5/2012
KATE SPADE NEW YORK and Spade	Registered	85290002	4/8/2011	4155451	6/5/2012
KATE SPADE NEW YORK and Spade	Registered	85289992	4/8/2011	4155450	6/5/2012
KATE SPADE NEW YORK and Spade	Registered	85297677	4/18/2011	4155475	6/5/2012
KATE SPADE NEW YORK and Spade	Filed	85298818	4/19/2011		
KATE SPADE SATURDAY	Filed	85088833	7/20/2010		
KATE SPADE SATURDAY	Filed	85088791	7/20/2010		
KATE SPADE SATURDAY	Filed	85088913	7/20/2010		
KATE SPADE SATURDAY	Filed	85395579	8/11/2011		
KATE SPADE SATURDAY	Filed	85395668	8/11/2011		
KATE SPADE SATURDAY	Filed	85395746	8/11/2011		
KATE SPADE SATURDAY	Filed	85399278	8/16/2011		
KATE SPADE SATURDAY	Filed	85542623	2/14/2012		
KATE SPADE SATURDAY	Filed	85542634	2/14/2012		
LIVE COLOR FULLY & kate spade	Filed	85833663	1/28/2013		
LIVE COLORFULLY	Registered	85267033	3/15/2011	4035109	10/4/2011
LIVE COLORFULLY	Filed	85542658	2/14/2012		

KATE SPADE LLC					
Mark Name	Status	Appl. No	Appl. Date	Reg. No.	Reg. Date
LIVE COLORFULLY	Filed	85542676	2/14/2012		
QUICK AND CURIOUS AND PLAYFUL	Filed	85049023	5/27/2010		
SATURDAILY	Filed	85708326	8/20/2012		
Spade Corner Pocket Logo	Registered	85003113	3/31/2010	3979254	6/14/2011
Spade Full Pocket Logo	Filed	85003024	3/31/2010		
SUPERCALIFRAGILIPSTIC K	Registered	85975927	10/4/2010	4081412	1/3/2012
SUPERCALIFRAGILIPSTIC K	Filed	85144360	10/4/2010		
TWIRL	Registered	77969558	3/26/2010	3952281	4/26/2011