

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Release of Security Interest in Trademark Rights recorded at R/F: 5018/0218

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as US Collateral Agent		11/06/2013	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Juicy Couture, Inc., a California corporation
<b>Street Address:</b>	1440 Broadway, 4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Serial Number:	77855089	BIRD
Serial Number:	85310983	BIRD 27 BRUTON STREET
Serial Number:	85311000	BIRD 27 BRUTON STREET
Serial Number:	85308719	BIRD BRUTON STREET
Serial Number:	85308741	BIRD BRUTON STREET
Serial Number:	77980986	BIRD BY JUICY COUTURE
Serial Number:	77963701	CLUB COUTURE
Serial Number:	77963735	CLUB COUTURE
Serial Number:	85215339	COUTURE FOR A CAUSE
Serial Number:	85597432	COUTURE LA LA
Serial Number:	85282162	DIRTY ENGLISH
Serial Number:	85269271	JC
Serial Number:	85269297	JC

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Serial Number:	85269322	JC
Serial Number:	85269380	JC
Serial Number:	77793043	JUICY
Serial Number:	77812116	JUICY
Serial Number:	85298389	JUICY COUTURE
Serial Number:	85348378	JUICY COUTURE LUXE ROCKS
Serial Number:	85089889	JUICY COUTURE J ENJOY · YOURSELF · WEAR
Serial Number:	85101876	JUICY GIRL
Serial Number:	85101882	JUICY GIRL
Serial Number:	85101892	JUICY GIRL
Serial Number:	77746290	J
Serial Number:	85858555	JUICY SPORT
Serial Number:	85858553	JUICY SPORT
Serial Number:	85858551	JUICY SPORT
Serial Number:	85858550	JUICY SPORT
Serial Number:	85858548	JUICY SPORT
Serial Number:	85282097	MISS JUICY
Serial Number:	85102004	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101983	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101964	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101938	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101925	ENJOY YOURSELF WEAR JUICY J

**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, dewilliams@paulweiss.com

Correspondent Name: Danielle L. Gaier

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ATTORNEY DOCKET NUMBER:	15325-040
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	11/08/2013

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NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of November 6, 2013 is made by JPMorgan Chase Bank, N.A., in its capacity as US collateral agent (referred to herein as the "Agent"), in favor of Juicy Couture, Inc., a California corporation (the "Company"), pursuant to that certain Third Amended and Restated Credit Agreement dated as of April 18, 2013 (and as the same may be further amended or modified from time to time, the "Credit Agreement") among the Borrowers party thereto, the Company, the other Loan Parties from time to time party thereto, the Agent, the Lenders from time to time party thereto and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Company and the other grantors party thereto, have executed and delivered an Amended and Restated US Pledge and Security Agreement, dated as of April 18, 2013, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "US Security Agreement");

WHEREAS, pursuant to the US Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks in the Trademark Division of the United States Patent and Trademark Office (i) on February 18, 2009 at Reel 003937, Frame 0548 pursuant to the Grant of Security Interest in Trademark Rights, dated as of January 12, 2009 between the Company and the Agent; (ii) on May 14, 2010 at Reel 004206, Frame 0488 pursuant to the Grant of Security Interest in Trademark Rights, dated as of May 6, 2010 between the Company and the Agent; and (iii) on April 30, 2013 at Reel 5018, Frame 0218 pursuant to the Grant of Security Interest in Trademark Rights, dated as of April 18, 2013 between the Company and the Agent;

WHEREAS, the Company has agreed to dispose of certain assets, including the Released Trademarks, under that certain Purchase Agreement, dated as of October 7, 2013, by and between ABG-Juicy LLC, a Delaware limited liability company, Fifth & Pacific Companies, Inc., a Delaware corporation and the Company, as amended by that certain Amendment Agreement dated as of November 6, 2013 (together, the "Purchase Agreement");

WHEREAS, in connection with consummation of the sale contemplated by the Purchase Agreement, the Company has requested that the Agent release any and all right, title and interest it may have in the Released Trademarks pursuant to the US Security Agreement, and the Agent has agreed to do so; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and US 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 US Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks and all right, title and interest of the Company in the Released Trademarks are hereby reassigned by the Agent to the Company.

SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the United States Patent and Trademark Office and is subject to the conditions set forth in the Letter Release between the Agent, JPMorgan Chase Bank, N.A., as Administrative Agent, and the Company, dated as of the date hereof. 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. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

JPMORGAN CHASE BANK, N.A.,  
as US Collateral Agent

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

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

**Recorded at Reel: 3937 Frame: 0548 on February 18, 2009**

<b>Mark Name</b>	<b>Country</b>	<b>Record Owner</b>	<b>Status</b>	<b>Class Number</b>	<b>Current Appl. No</b>	<b>Reg. No</b>
74	United States	Juicy Couture, Inc.	Registered	25	77067397	3445902
BORN IN THE GLAMOROUS USA	United States	Juicy Couture, Inc.	Registered	25	78806608	3345738
BORN IN THE GLAMOROUS USA	United States	Juicy Couture, Inc.	Registered	18	78959729	3769454
BORN IN THE GLAMOROUS USA	United States	Juicy Couture, Inc.	Registered	14	78959721	3510166
BORN IN THE GLAMOROUS USA	United States	Juicy Couture, Inc.	Registered	9	78959713	3455823
CHOOSE JUICY	United States	Juicy Couture, Inc.	Registered	25	76355074	2882280
CHOOSE WATER	United States	Juicy Couture, Inc.	Registered	32	77121192	3481417
COUTURE COUTURE	United States	Juicy Couture, Inc.	Registered	3	78834572	3750786
COUTURE COUTURE	United States	Juicy Couture, Inc.	Registered	25	78978994	3354458
DAYDREAMER	United States	Juicy Couture, Inc.	Registered	18	77566792	3605924
DIRTY ENGLISH	United States	Juicy Couture, Inc.	Registered	3	77204736	3525082
DOGGY COUTURE	United States	Juicy Couture, Inc.	Registered	18,20,28	78972997	3510328
DOWN DOG COUTURE	United States	Juicy Couture, Inc.	Registered	25	77486552	3886739
FOR NICE GIRLS WHO LIKE STUFF	United States	Juicy Couture, Inc.	Registered	14	78979585	3532837
FOR NICE GIRLS WHO LIKE STUFF	United States	Juicy Couture, Inc.	Registered	18	78959793	3610509
J ZIPPER PULL	United States	Juicy Couture, Inc.	Registered	25	77184419	3539376

Mark Name	Country	Record Owner	Status	Class Number	Current Appl. No	Reg. No
JM JUICY COUTURE Lion Crest Design	United States	Juicy Couture, Inc.	Registered	25	77032126	3499543
JM JUICY COUTURE Lion Crest Design	United States	Juicy Couture, Inc.	Registered	3	77310768	3577466
JUICY	United States	Juicy Couture, Inc.	Registered	25	75538291	2285232
JUICY	United States	Juicy Couture, Inc.	Registered	18	76977221	2995654
JUICY	United States	Juicy Couture, Inc.	Registered	25	78720344	3633187
JUICY	United States	Juicy Couture, Inc.	Registered	14	77210732	3381433
JUICY BABY	United States	Juicy Couture, Inc.	Registered	25	76376647	3233785
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	14,03	76376638	3194741
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	25	75743731	2348674
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	14,25	76977226	2978046
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	18	76355073	2882279
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	32	78879503	3451212
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	9,16,18,35	76978162	3146100
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	5	77033935	3346828
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	12	77470227	3604114
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	24	77509864	3941099
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	8	77531305	3944733
JUICY COUTURE Scotty Dog Crest	United States	Juicy Couture, Inc.	Registered	3	78844676	3354006
JUICY GIRL	United States	Juicy Couture, Inc.	Registered	25	75718579	3329779
JUICY GIRL	United States	Juicy Couture, Inc.	Registered	25	76978523	3265587

Mark Name	Country	Record Owner	Status	Class Number	Current Appl. No	Reg. No
JUCY JEANS	United States	Juicy Couture, Inc.	Registered	25	75853613	2387924
LOVE G&P	United States	Juicy Couture, Inc.	Registered	3,9,14,18,25	78680187	3720092
POSH POOCH SET	United States	Juicy Couture, Inc.	Filed	3	77146029	
Scotty Dog Logo	United States	Juicy Couture, Inc.	Registered	25	78418542	3066756
Scotty Dog Logo	United States	Juicy Couture, Inc.	Registered	14,18	78515407	3395794
SMELLS LIKE COUTURE	United States	Juicy Couture, Inc.	Registered	3	78786416	3451056
VIVA LA JUCY	United States	Juicy Couture, Inc.	Registered	3	77426195	4128970

**Recorded at Reel: 4206 Frame: 0488 on May 14, 2010**

Mark Name	Country	Record Owner	Status	Class Number	Current Appl. No	Reg. No
JC Design	United States	Juicy Couture, Inc.	Registered	35	77702347	3698422
JUCY JEANS	United States	Juicy Couture, Inc.	Registered	25	75853613	2387924
PEACE LOVE & JUCY COUTURE	United States	Juicy Couture, Inc.	Registered	3	85016984	4074752
SAME OLD CHIC	United States	Juicy Couture, Inc.	Registered	18	77925839	4222257
SMELLS LIKE COUTURE	United States	Juicy Couture, Inc.	Registered	25	77885332	3818073
SMELLS LIKE COUTURE	United States	Juicy Couture, Inc.	Registered	9	77888830	3818217

**Recorded at Reel: 5018 Frame: 0218 on April 30, 2013**

Mark Name	Country	Record Owner	Status	Class Number	Current Appl. No	Reg. No
BIRD	United States	Juicy Couture, Inc.	Filed	18	77855089	

BIRD 27 BRUTON STREET	United States	Juicy Couture, Inc.	Filed	25	85310983	
BIRD 27 BRUTON STREET	United States	Juicy Couture, Inc.	Filed	18	85311000	
BIRD BRUTON STREET	United States	Juicy Couture, Inc.	Filed	25	85308719	
BIRD BRUTON STREET	United States	Juicy Couture, Inc.	Filed	18	85308741	
BIRD BY JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	25	77980986	3912360
CLUB COUTURE	United States	Juicy Couture, Inc.	Registered	35	77963701	3927112
CLUB COUTURE	United States	Juicy Couture, Inc.	Registered	42	77963735	3927113
COUTURE FOR A CAUSE	United States	Juicy Couture, Inc.	Filed	36	85215339	
COUTURE LA LA	United States	Juicy Couture, Inc.	Registered		85597432	4365722
DIRTY ENGLISH	United States	Juicy Couture, Inc.	Filed	25	85282162	
JC Crown Design	United States	Juicy Couture, Inc.	Registered	25	85269271	4151343
JC Crown Design	United States	Juicy Couture, Inc.	Registered	18	85269297	4144011
JC Crown Design	United States	Juicy Couture, Inc.	Registered	14	85269322	4158800
JC Crown Design	United States	Juicy Couture, Inc.	Registered	9	85269380	4144012
JUICY	United States	Juicy Couture, Inc.	Registered	9	77793043	3762789
JUICY	United States	Juicy Couture, Inc.	Registered	14	77812116	3763190
JUICY COUTURE	United States	Juicy Couture, Inc.	Registered	9	85298389	4089128
JUICY COUTURE LUXE ROCKS	United States	Juicy Couture, Inc.	Filed	14	85348378	
JUICY COUTURE Scotty Dog Crest	United States	Juicy Couture, Inc.	Filed	25	85089889	
JUICY GIRL	United States	Juicy Couture, Inc.	Filed	18	85101876	

JUICY GIRL	United States	Juicy Couture, Inc.	Filed	14	85101882	
JUICY GIRL	United States	Juicy Couture, Inc.	Filed	9	85101892	
Juicy J Pocket Design	United States	Juicy Couture, Inc.	Registered	25	77746290	3733004
JUICY SPORT	United States	Juicy Couture, Inc.	Filed	14	85858555	
JUICY SPORT	United States	Juicy Couture, Inc.	Filed	35	85858553	
JUICY SPORT	United States	Juicy Couture, Inc.	Filed	25	85858551	
JUICY SPORT	United States	Juicy Couture, Inc.	Filed	18	85858550	
JUICY SPORT	United States	Juicy Couture, Inc.	Filed	9	85858548	
MISS JUICY	United States	Juicy Couture, Inc.	Filed	25	85282097	
Scotty Dog Crest Logo	United States	Juicy Couture, Inc.	Filed	35	85102004	
Scotty Dog Crest Logo	United States	Juicy Couture, Inc.	Filed	16	85101983	
Scotty Dog Crest Logo	United States	Juicy Couture, Inc.	Filed	9	85101964	
Scotty Dog Crest Logo	United States	Juicy Couture, Inc.	Filed	18	85101938	
Scotty Dog Crest Logo	United States	Juicy Couture, Inc.	Filed	14	85101925	