

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stuart Weitzman IP, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1386002	STUART WEITZMAN	
<b>Registration Number:</b>	2571208	A LITTLE OBSESSED WITH SHOES	
<b>Registration Number:</b>	2749908	STUART WEITZMAN	
<b>Registration Number:</b>	3635368	STUART	
<b>Registration Number:</b>	3474821	STUART WEITZMAN	
<b>Registration Number:</b>	3797782		
<b>Registration Number:</b>	3410733	OBSESSORIZE	
<b>Registration Number:</b>	3281009	OBSESSORIZE	
<b>Registration Number:</b>	4219167	DIAMOND STUART WEITZMAN	
<b>Registration Number:</b>	4291172	SW1	
<b>Serial Number:</b>	86115532	STUART WEITZMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
		<b>TRADEMARK</b>	

CH \$290.00 1386002

<b>ATTORNEY DOCKET NUMBER:</b>	1155735-0070
<b>NAME OF SUBMITTER:</b>	Christina Ishihara
<b>SIGNATURE:</b>	/Christina Ishihara/
<b>DATE SIGNED:</b>	04/08/2014

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated April 8, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Jefferies Finance LLC, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Stuart Weitzman Acquisition Co. LLC, Stuart Weitzman Parent LLC, the Lenders party thereto from time to time and Jefferies Finance LLC, as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Security Agreement dated April 8, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

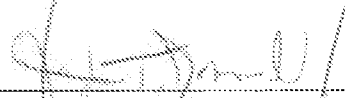
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

STUART WEITZMAN IP, LLC, Grantor

By: 

Name: Joseph T. Donnalley

Title: Vice President and Assistant Secretary

JEFFERIES FINANCE LLC, as Collateral  
Agent and Grantee

By:   
Name: Brian Buoye  
Title: Managing Director

**TRADEMARKS****STUART WEITZMAN IP, LLC**

<b>No.</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	STUART WEITZMAN	73551189	8/1/1985	1386002	3/11/1986
2.	A LITTLE OBSESSED WITH SHOES	76221446	3/8/2001	2571208	5/21/2002
3.	STUART WEITZMAN	76441262	8/19/2002	2749908	8/12/2003
4.	STUART	78609204	4/14/2005	3635368	6/9/2009
5.	STUART WEITZMAN [Stylized]	77199400	6/6/2007	3474821	7/29/2008
6.	[Ribbon Store Design]	77730209	5/6/2009	3797782	6/1/2010
7.	OBSESSORIZE	78836003	3/13/2006	3410733	4/8/2008
8.	OBSESSORIZE	78978714	3/13/2009	3281009	8/14/2007
9.	DIAMOND STUART WEITZMAN	85394866	8/10/2011	4219167	10/2/2012
10.	SWI	85529387	1/31/2012	4291172	2/19/2013
11.	STUART WEITZMAN	86115532	11/11/2013	N/A	N/A