

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stuart Weitzman IP, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
Stuart Weitzman, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2571208	A LITTLE OBSESSED WITH SHOES
Registration Number:	3281009	OBSESSORIZE
Registration Number:	3635368	STUART
Registration Number:	2749908	STUART WEITZMAN
Registration Number:	1386002	STUART WEITZMAN
Registration Number:	3474821	STUART WEITZMAN
Registration Number:	3797782	
Registration Number:	4291172	SW1
Serial Number:	86115532	STUART WEITZMAN
Registration Number:	4219167	DIAMOND STUART WEITZMAN

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F149329

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 04/11/2014

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 Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “*Administrative Agent*”).

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, among others, Stuart Weitzman Acquisition Co. LLC, Stuart Weitzman LLC, Stuart Weitzman Retail Stores LLC (collectively, the “*Borrower*”), Stuart Weitzman Parent LLC, the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent, (ii) each Secured Hedge Agreement, (iii) each Secured Bank Product Agreement, and (iv) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on 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, certain Secured Parties or their Affiliates have agreed to enter into and/or maintain one or more Secured Bank Product Agreements, and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements, Secured Bank Product Agreements, or agreements relating to Cash Management Services, 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, the providers of Bank Product to enter into and/or maintain such Secured Bank Product Agreements, and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated April 8, 2014, made by the Grantors to the Administrative 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 Administrative 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 Administrative 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 and Trademark registration applications 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 Administrative 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, each of the undersigned has duly executed and delivered this Grant as of the date above first written.


STUART WEITZMAN IP, LLC, as Grantor

By: 
Name: Joseph T. Donnalley
Title: Vice President and Assistant Secretary

STUART WEITZMAN, LLC, as Grantor

By: 
Name: Joseph T. Donnalley
Title: Vice President and Assistant Secretary

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee**

By: 
Name: *Michael Stavrakos*
Title: *Assistant Vice President*

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>REG. DATE</u>
A little obsessed with shoes	2571208	5/21/2002
Obsessorize	3281009	8/14/2017
Stuart	3635368	6/9/2009
Stuart Weitzman	2749908	8/12/2003
Stuart Weitzman	1386002	3/11/1986
Stuart Weitzman (Stylized)	3474821	7/29/2014
Ribbon Store Design	3797782	6/1/2010
SW1	4291172	2/19/2013
Stuart Weitzman	86115532 (Application)	11/11/2013 (Application)
Diamond Stuart Weitzman	4219167	10/2/2012