

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303302

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Supplement to Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KENNETH COLE PRODUCTIONS, INC.		04/29/2014	CORPORATION: NEW YORK
KENNETH COLE PRODUCTIONS (LIC), LLC		04/29/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86157864	MANKIND
Registration Number:	4497561	UNLISTED
Serial Number:	86138310	KENNETH COLE REACTION
Serial Number:	86100221	MANKIND KENNETH COLE
Serial Number:	86136222	REACTION
Serial Number:	86136266	REACTION
Serial Number:	86118893	REACTION
Serial Number:	86138290	REACTION
Serial Number:	86119504	REACTION
Serial Number:	86119442	REACTION
Serial Number:	86118932	REACTION

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: Joanna McCall

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F149638

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 05/01/2014

Total Attachments: 3

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SECOND SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Supplement to Grant of Security Interest in Trademarks (the "Second Supplement") is made as of the 29th day of April, 2014 by each of KENNETH COLE PRODUCTIONS, INC., a New York corporation, and KENNETH COLE PRODUCTIONS (LIC), LLC, a Delaware limited liability company (the "Grantors") in favor of Wells Fargo Bank, National Association, in its capacity as the collateral agent for the credit parties under the Amended and Restated Security Agreement by, among others, the Grantors and the Grantee, dated as of September 25, 2012 (in such capacity, the "Grantee").

WHEREAS, the Grantors executed and delivered a Grant of Security Interest in Trademarks dated September 25, 2012 and recorded on September 26, 2012 at Reel 4865, Frame 0831 (as amended of record from time to time hereinafter, the "Grant") in favor of the Grantee, pursuant to which the Grantors pledged, assigned and granted a security interest in certain Trademarks (as defined therein);

WHEREAS, the Grantors executed and delivered a First Supplement to Grant of Security Interest in Trademarks dated September 4, 2013 and recorded on September 4, 2013 at Reel 5103, Frame 0668 (as amended of record from time to time hereinafter, the "First Supplement") in favor of the Grantee, pursuant to which the Grantors pledged, assigned and granted a security interest in certain additional Trademarks; and

WHEREAS, the Grantors have developed additional Trademarks and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Second Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-2 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
 - b. This Second Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplement as of the date first written above.

KENNETH COLE PRODUCTIONS, INC., as
Grantor

By: David P. Edelman
Name: David Edelman
Title: Chief Financial Officer

KENNETH COLE PRODUCTIONS (LIC), LLC,
as Grantor

By: David P. Edelman
Name: David Edelman
Title: Treasurer

[Signature Page to Second Supplement to Trademark Security Agreement]

SCHEDULE A-2

Mark	App. No/Reg. No	Date
MANKIND	86/157,864	1/6/2014
UNLISTED	86/026,215	8/1/2013
	4,497,561	3/18/2014
KENNETH COLE REACTION	86/138,310	12/9/2013
MANKIND KENNETH COLE	86/100,221	10/24/2013
REACTION	86/136,222	12/5/2013
REACTION	86/136,266	12/5/2013
REACTION	86/118,893	11/14/2013
REACTION	86/138,290	12/9/2013
REACTION	86/119,504	11/14/2013
REACTION	86/119,442	11/14/2013
REACTION	86/118,932	11/14/2013