

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		05/12/2014	NATIONAL ASSOCIATION: OHIO
RECEIVING PARTY DATA			
Name:	L.C. LICENSING, LLC		
Street Address:	1441 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	74635481	CENZA	
Serial Number:	74397898	COTTONUITY	
Serial Number:	73673954	FIRST ISSUE	
Serial Number:	78270460	GRACE POINT	
Serial Number:	78630389	RHYTHM & BLUES	
Serial Number:	78636671	STAMP 10	
Serial Number:	74801106	WOMEN'S WORK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	15325-047		
NAME OF SUBMITTER:	Virginia Mann		
SIGNATURE:	/Virginia Mann/		

TRADEMARK

DATE SIGNED:	05/15/2014
Total Attachments: 4 source=Bond Release (US Bank) Trademarks - L C Licensing LLC#page1.tif source=Bond Release (US Bank) Trademarks - L C Licensing LLC#page2.tif source=Bond Release (US Bank) Trademarks - L C Licensing LLC#page3.tif source=Bond Release (US Bank) Trademarks - L C Licensing LLC#page4.tif	

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of May 12, 2014 is made by U.S. Bank National Association, as Collateral Agent (the "Collateral Agent"), in favor of L.C. Licensing, LLC, a Delaware limited liability corporation (the "Company"), pursuant to an indenture dated April 7, 2011 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Kate Spade & Company, f/k/a Fifth & Pacific Companies, Inc., f/k/a Liz Claiborne, Inc. (the "Issuer"), the Company, and each other Guarantor (as defined in the Indenture), and the Collateral Agent, in which the Issuer has issued to the Holders the 10.5% Senior Secured Notes due 2019 (together with any exchange notes and additional notes, the "Notes") pursuant to the Indenture.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Issuer has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Issuer, the Company and the other grantors party thereto, have executed and delivered a Pledge and Security Agreement, dated as of April 7, 2011, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the 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 Collateral Agent recorded its security interest in the Released Trademarks in the Trademark Division of the United States Patent and Trademark Office on April 11, 2011 at Reel 4519, Frame 0395 pursuant to the Notice of Grant of Security Interest in Trademark Rights, dated as of April 7, 2011, between the Company and the Collateral Agent; and

WHEREAS, the Collateral 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 Collateral 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 Indenture and Pledge and 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 Pledge and Security Agreement).

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish, terminate in its entirety and discharge its continuing security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.

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 Collateral Agent, U.S. Bank National Association, as Collateral Agent and the Company, dated as of the date hereof. The Indenture and the Pledge and 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 Collateral 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 Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral 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 Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

SCHEDULE A

U.S. Trademark Applications and Registrations

Recorded at Reel: 4519 Frame: 0395

L. C. LICENSING, LLC					
Mark Name	Status	App. Date	App. Date	Reg. No.	Reg. Date
CENZA	Registered	74635481	2/17/1995	1945838	1/2/2006
COTTONUITY	Registered	74397898	6/4/1993	1829471	4/5/1994
FIRST ISSUE	Registered	73673954	7/23/1987	1479631	3/8/1988
GRACE POINT	Registered	78270460	7/3/2003	3330406	11/6/2007
RHYTHM AND BLUES	Registered	78630389	5/16/2005	3500104	9/9/2008
STAMP 10	Registered	78636671	5/25/2005	3320063	10/23/2007
WOMEN'S WORK Design	Registered	74801106	10/28/1991	1847509	7/26/1994