

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/16/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kate Spade, LLC		
Street Address:	2 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Registration Number:	2341633	JACK SPADE	
Registration Number:	2578940	JACK SPADE	
Registration Number:	2871175	JACK SPADE	
Registration Number:	2455406	JACK SPADE WARREN STREET NEW YORK	
Registration Number:	2724972	KATE SPADE	
Registration Number:	2522892	KATE SPADE	
Registration Number:	2064708	KATE SPADE	
Registration Number:	2578942	KATE SPADE	
Registration Number:	2905861	KATE SPADE	
Registration Number:	3139442	KATE SPADE	
Registration Number:	2073406	KATE SPADE	
Registration Number:	2654803	KATE SPADE NEW YORK	
Registration Number:	2446491	KATE SPADE NEW YORK	
Registration Number:	2537318	KATE SPADE NEW YORK	
Registration Number:	2613247	KATE SPADE NEW YORK	
Registration Number:	2956539	KATE SPADE NEW YORK	
Registration Number:	2931300	KATE SPADE NEW YORK	
Registration Number:	3095754	KATE SPADE NEW YORK	
Registration Number:	2841312	KATE SPADE NEW YORK	
TRADEMARK			

CH \$1790.00 2341633

Property Type	Number	Word Mark
Registration Number:	3092920	KATE SPADE NEW YORK
Registration Number:	2068911	KATE SPADE
Registration Number:	3311286	KS
Registration Number:	2865590	
Registration Number:	2626385	
Registration Number:	2814770	KS
Registration Number:	2780578	KS
Registration Number:	2737874	
Registration Number:	2917344	
Registration Number:	2768030	
Registration Number:	2834353	KS
Registration Number:	2918996	KATE SPADE
Registration Number:	4045538	ADD A LAYER OF MEANING
Serial Number:	85858152	JACK SPADE
Serial Number:	85858173	JACK SPADE
Registration Number:	3997947	JACK SPADE
Registration Number:	4435409	JACK SPADE
Registration Number:	4435408	JACK SPADE
Registration Number:	4435407	JACK SPADE
Registration Number:	4442765	JACK SPADE
Registration Number:	4439105	JACK SPADE
Registration Number:	4435406	JACK SPADE
Registration Number:	4435405	JACK SPADE
Registration Number:	4158328	KATE SPADE NEW YORK
Registration Number:	3955827	KATE SPADE NEW YORK
Registration Number:	4138884	KATE SPADE NEW YORK
Serial Number:	85120071	KATE SPADE NEW YORK
Registration Number:	4158410	KATE SPADE NEW YORK
Registration Number:	4158419	KATE SPADE NEW YORK
Registration Number:	4155479	KATE SPADE NEW YORK
Registration Number:	4155452	KATE SPADE NEW YORK
Registration Number:	4155451	KATE SPADE NEW YORK
Registration Number:	4155450	KATE SPADE NEW YORK
Registration Number:	4155475	KATE SPADE NEW YORK
Registration Number:	4017099	KATE SPADE NEW YORK
Serial Number:	85542623	KATE SPADE SATURDAY
Registration Number:	4321971	KATE SPADE SATURDAY
Registration Number:	4324773	KATE SPADE SATURDAY
Registration Number:	4321373	KATE SPADE SATURDAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4321374	KATE SPADE SATURDAY
Registration Number:	4347349	KATE SPADE SATURDAY
Registration Number:	4335599	KATE SPADE SATURDAY
Registration Number:	4335601	KATE SPADE SATURDAY
Registration Number:	4419051	KATE SPADE SATURDAY
Serial Number:	85833663	LIVE COLOR FULLY KATE SPADE NEW YORK
Serial Number:	85542658	LIVE COLORFULLY
Serial Number:	85542676	LIVE COLORFULLY
Registration Number:	4035109	LIVE COLORFULLY
Registration Number:	4381203	SATURDAILY
Registration Number:	3979254	
Registration Number:	4081412	SUPERCALIFRAGILIPSTICK
Registration Number:	3952281	TWIRL

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0696
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	05/23/2014

Total Attachments: 6

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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 May 16, 2014 is made by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and US Collateral Agent (referred to herein as the "Agent"), in favor of Kate Spade, LLC (the "Company"), pursuant to that certain Credit Agreement dated as of May 16, 2014 (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 in favor of the Agent (i) the US Pledge and Security Agreement, dated as of January 12, 2009, as amended and reaffirmed by the Reaffirmation Agreement and First Amendment, dated as of May 6, 2010, as further amended by the Amended and Restated US Pledge and Security Agreement dated as of April 18, 2013, in favor of the Agent (together with all amendments and modifications from time to time thereafter, the "US Security Agreement"), (ii) the Grant of Security Interest in Trademarks, dated as of January 12, 2009 and recorded with the United States Patent and Trademark Office (the "USPTO") on February 18, 2009 at Reel 3937 Frame 0486, and (iii) the Grant of Security Interest in Trademarks, dated as of April 18, 2013 and recorded with the United States Patent and Trademark Office (the "USPTO") on April 30, 2013 at Reel 5018 Frame 0226 ((ii) and (iii) collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, 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 and Trademark registrations set forth on Schedule A attached hereto (the "Released Trademarks");

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 USPTO.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (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.

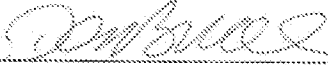
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

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 Administrative Agent and US Collateral Agent

By: 
Name: Dan Bueno
Title: Authorized Officer

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

TITLE	REG. NO./ APP. NO.
JACK SPADE	2341633
JACK SPADE	2578940
JACK SPADE	2871175
JACK SPADE WARREN STREET NEW YORK	2455406
KATE SPADE	2724972
KATE SPADE	2522892
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DESIGN ONLY	2865590
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KATE SPADE SATURDAY	4321971
KATE SPADE SATURDAY	4324773
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KATE SPADE SATURDAY	4347349
KATE SPADE SATURDAY	4335599
KATE SPADE SATURDAY	4335601
KATE SPADE SATURDAY	4419051
LIVE COLOR FULLY KATE SPADE NEW YORK	85/833663
LIVE COLORFULLY	85/542658
LIVE COLORFULLY	85/542676
LIVE COLORFULLY	4035109

SATURDAILY	4381203
DESIGN ONLY	3979254
SUPERCALIFRAGILIPSTICK	4081412
TWIRL	3952281