

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305515

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 & Company, f/k/a Fifth & Pacific Companies, Inc., f/k/a Liz Claiborne, Inc.		
Street Address:	2 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85330433	ALL 4 NONE	
Serial Number:	85330427	ALL 4 NONE	
Serial Number:	85330415	ALL FOR NONE	
Serial Number:	85330422	ALL FOR NONE	
Serial Number:	85473513	FIFTH & PACIFIC COMPANIES	
Serial Number:	85508114	FIFTH & PACIFIC C O M P A N I E S	
Registration Number:	3994029	IT'S TIME TO TALK	
Registration Number:	4254756	NO MORE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>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.</i>			
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		

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TRADEMARK

NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	05/23/2014
Total Attachments: 4 source=Notice of Release of Security Interest in Trademark Rights (Fifth Paci #page1.tif source=Notice of Release of Security Interest in Trademark Rights (Fifth Paci #page2.tif source=Notice of Release of Security Interest in Trademark Rights (Fifth Paci #page3.tif source=Notice of Release of Security Interest in Trademark Rights (Fifth Paci #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 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 & Company, f/k/a Fifth & Pacific Companies, Inc., f/k/a Liz Claiborne, Inc. (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"), and (ii) 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 0186 (the "Security Agreements");

WHEREAS, pursuant to the Security Agreement, 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.
ALL 4 NONE	85/330433
ALL 4 NONE	85/330427
ALL FOR NONE	85/330415
ALL FOR NONE	85/330422
FIFTH & PACIFIC COMPANIES	85/473513
FIFTH & PACIFIC COMPANIES & DESIGN	85/508114
ITS TIME TO TALK	3994029
NO MORE	4254756