

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.C. Licensing, LLC		05/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT and Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1945838	CENZA	
Registration Number:	1829471	COTTONUITY	
Registration Number:	1479631	FIRST ISSUE	
Registration Number:	3330406	GRACE POINT	
Registration Number:	3500104	RHYTHM & BLUES	
Registration Number:	3320063	STAMP 10	
Registration Number:	1847509	WOMEN'S WORK	
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		
NAME OF SUBMITTER:	Samantha J. Himelman		

CH \$190.00 1945838

TRADEMARK

SIGNATURE:	/sjh/
DATE SIGNED:	05/23/2014
Total Attachments: 4 source=ABL Trademark Short Form - L C Licensing LLC Execution Version#page1.tif source=ABL Trademark Short Form - L C Licensing LLC Execution Version#page2.tif source=ABL Trademark Short Form - L C Licensing LLC Execution Version#page3.tif source=ABL Trademark Short Form - L C Licensing LLC Execution Version#page4.tif	

Notwithstanding anything herein to the contrary, the liens and security interests granted to the US Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the US Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of April 10, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as Initial ABL Agent, Bank of America, N.A., as Initial Term Loan Agent, and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 16, 2014 is made by L.C. Licensing, LLC, a Delaware corporation, ("Grantor") in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and in its capacity as collateral agent for the Secured Parties (as defined in the Security Agreement described below), (together with its successors and assigns in such capacity, the "US Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 16, 2014, among Kate Spade & Company, Kate Spade UK Limited and Kate Spade Canada Inc. (together, the "Borrowers"), the several banks and other financial institutions (the "Lenders"), the Administrative Agent and the other agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a US Pledge and Security Agreement, dated as of May 16, 2014, in favor of the US Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the US Collateral Agent for the benefit of the Secured Parties a continuing security interest in the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Grantor agrees, for the benefit of the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit 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 Security Agreement).

Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date set forth above.

L.C. LICENSING, LLC

By: 

Name: Robert J. Vill

Title: Senior Vice President – Finance and Treasurer

[Signature Page to Short Form Trademark Agreement]

TRADEMARK
REEL: 005286 FRAME: 0155

SCHEDULE A

U.S. Trademark Applications and Registrations

MarkName	Current Owner	Appl. No	Reg. No.
CENZA	L. C. Licensing, LLC	74635481	1945838
COTTONUITY	L. C. Licensing, LLC	74397898	1829471
FIRST ISSUE	L. C. Licensing, LLC	73673954	1479631
GRACE POINT	L. C. Licensing, LLC	78270460	3330406
RHYTHM AND BLUES	L. C. Licensing, LLC	78630389	3500104
STAMP 10	L. C. Licensing, LLC	78636671	3320063
WOMEN'S WORK Design	L. C. Licensing, LLC	74801106	1847509