

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM329689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KENNETH COLE PRODUCTIONS, INC.		01/21/2015	CORPORATION: NEW YORK
KENNETH COLE PRODUCTIONS (LIC), LLC		01/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A.		
Street Address:	ONE BOSTON PLACE, 18TH FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86049926	AWEARNES	
Serial Number:	86302249	LOOK GOOD, FOR GOOD.	
Serial Number:	86302215	LOOK GOOD, FOR GOOD.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153582		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	01/22/2015		

OP \$90.00 86049926

Total Attachments: 4

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THIRD SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Supplement to Grant of Security Interest in Trademarks (the "Third Supplement") is made as of the 21st day of January, 2015 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;

WHEREAS, the Grantors executed and delivered a Second Supplement to Grant of Security Interest in Trademarks dated April 29, 2014 and recorded on May 1, 2014 at Reel 5272, Frame 0211 (as amended of record from time to time hereinafter, the "Second 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. Third Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-3 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 Third Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature Page to Third Supplement to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Third 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 Third Supplement to Trademark Security Agreement]

SCHEDULE A-3

Mark	App. No/Reg. No	Date
AWEARNESS	86/049926	8/28/13
LOOK GOOD, FOR GOOD	86/302249	6/6/14
LOOK GOOD, FOR GOOD	86/302215	6/6/14