

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kate Spade LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86349397	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86347813	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86331487	XXXXXXO	
<b>Serial Number:</b>	86331480	XXXXXXO	
<b>Serial Number:</b>	86349403	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86349406	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86349402	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86349400	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86347814	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86350170	ALL IN GOOD TASTE KATE SPADE NEW YORK AL	
<b>Serial Number:</b>	86350164	ALL IN GOOD TASTE KATE SPADE NEW YORK AL	
<b>Serial Number:</b>	86350172	ALL IN GOOD TASTE KATE SPADE NEW YORK AL	
<b>Serial Number:</b>	86350177	ALL IN GOOD TASTE KATE SPADE NEW YORK AL	
<b>Serial Number:</b>	86367519	ON PURPOSE	
<b>Serial Number:</b>	86349404	KATE SPADE NEW YORK ALL IN GOOD TASTE	
<b>Serial Number:</b>	86641219	BROOME STREET	
<b>Serial Number:</b>	86635854	BROOME STREET KATE SPADE NEW YORK	
<b>Serial Number:</b>	86635846	BROOME STREET	
<b>Serial Number:</b>	86635861	BROOME STREET KATE SPADE NEW YORK	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86635840	BROOME STREET
Serial Number:	86635864	BROOME STREET KATE SPADE NEW YORK
Serial Number:	86641222	BROOME STREET
Serial Number:	85833663	LIVE COLOR FULLY KATE SPADE NEW YORK
Serial Number:	86367520	ON PURPOSE
Serial Number:	86367523	ON PURPOSE
Serial Number:	86372051	ON PURPOSE

**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) 455-3605

**Email:** ksolomon@stblaw.com

**Correspondent Name:** Genevieve Dorment, Esq.

**Address Line 1:** Simpson Thacher & Bartlett LLP

**Address Line 2:** 425 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/0696
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment
<b>SIGNATURE:</b>	/gd/
<b>DATE SIGNED:</b>	08/20/2015

**Total Attachments: 4**

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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 June 30, 2015 is made by Kate Spade, LLC, a Delaware limited liability company, ("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").

WITNESSETH:

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.

KATE SPADE, LLC

By: 

Name:

Title:

GUY DANN ELIAS  
VP & Intellectual Property Counsel

[Signature Page to Short Form Trademark Agreement]

## SCHEDULE A

## U.S. Trademark Applications and Registrations

Mark Name	Current Owner	Appl. No	Appl. Date/ Reg. Date
KATE SPADE NEW YORK ALL IN GOOD TASTE (Stacked Logo)	Kate Spade, LLC	86349397	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Stacked Logo)	Kate Spade, LLC	86347813	07/25/2014
XXXXXXO (Primary Design)	Kate Spade, LLC	86331487	07/08/2014
XXXXXXO (Primary Design)	Kate Spade, LLC	86331480	07/08/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Straight Logo)	Kate Spade, LLC	86349403	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Straight Logo)	Kate Spade, LLC	86349406	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Straight Logo)	Kate Spade, LLC	86349402	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Stacked Logo)	Kate Spade, LLC	86349400	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Stacked Logo)	Kate Spade, LLC	86347814	07/25/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Round Logo)	Kate Spade, LLC	86350170	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Round Logo)	Kate Spade, LLC	86350164	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Round Logo)	Kate Spade, LLC	86350172	07/28/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Round Logo)	Kate Spade, LLC	86350177	07/28/2014
ON PURPOSE	Kate Spade, LLC	86367519	08/15/2014
KATE SPADE NEW YORK ALL IN GOOD TASTE (Straight Logo)	Kate Spade, LLC	86349404	07/28/2014
BROOME STREET	Kate Spade, LLC	86641219	05/26/2015
BROOME STREET AND KATE SPADE NEW YORK AND SPADE Logo	Kate Spade, LLC	86635854	05/19/2015
BROOME STREET	Kate Spade, LLC	86635846	05/19/2015
BROOME STREET AND KATE SPADE NEW YORK AND SPADE Logo	Kate Spade, LLC	86635861	05/19/2015
BROOME STREET	Kate Spade, LLC	86635840	05/19/2015
BROOME STREET AND KATE SPADE NEW YORK AND SPADE Logo	Kate Spade, LLC	86635864	05/19/2015
BROOME STREET	Kate Spade, LLC	86641222	05/26/2015
LIVE COLOR FULLY KATE SPADE NEW YORK	Kate Spade, LLC	85833663	7/08/2014
ON PURPOSE	Kate Spade, LLC	86367520	2/17/2015
ON PURPOSE	Kate Spade, LLC	86367523	2/17/2015
ON PURPOSE	Kate Spade, LLC	86372051	3/31/2015

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