

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.H. Deesigns LLC		02/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kate Spade LLC		
Street Address:	2 Park Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86660743	BAGBAR	
CORRESPONDENCE DATA			
Fax Number:	2012956118		
<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:	2126263104		
Email:	cndukwe@katespade.com		
Correspondent Name:	Carolina Paschaol		
Address Line 1:	2 Park Avenue		
Address Line 2:	12th Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Chinyere Ndukwe		
SIGNATURE:	/cndukwe/		
DATE SIGNED:	05/10/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 22, 2016 by D.H. Deesigns, LLC, a Delaware limited liability company ("Assignor"), in favor of Kate Spade LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Purchase Agreement dated as of the date hereof (as amended, the "Purchase Agreement") between Assignor and Assignee.

Pursuant to the Purchase Agreement, Assignor has agreed to assign, convey and transfer to Assignee all of its right, title and interest in and to certain intellectual property, including, without limitation, the registered trademarks and trademark applications listed on Schedule 1 attached hereto (the "Assigned Trademarks"), together with the goodwill of Assignor's business to the extent connected with, and symbolized by, the Assigned Trademarks.

The parties wish to execute this Assignment for purposes of recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee pursuant to the Purchase Agreement with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:

- (a) the Assigned Trademarks;
- (b) the goodwill of Assignor's business to the extent connected with, and symbolized by, the Assigned Trademarks; and
- (c) all rights, claims and privileges of any kind related to any of the Assigned Trademarks throughout the world, including, without limitation, (i) the right to prosecute applications for registration of trademarks and maintain trademark registrations for the Assigned Trademarks and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage, degradation or injury to the Assigned Trademarks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby.

[Remainder of page intentionally left blank.]

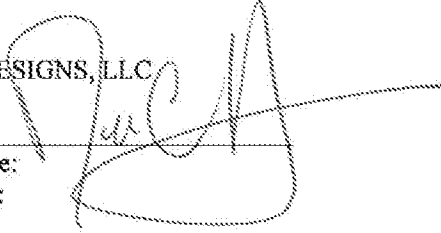
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

D.H. DEESIGNS, LLC

By: _____

Name:

Title:



KATE SPADE LLC

By: _____

Name:

Title:

Signature Page to Trademark Assignment


TRADEMARK
REEL: 005790 FRAME: 0086

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

D.H. DEESIGNS, LLC

By: _____
Name:
Title:

KATE SPADE LLC

By:  _____
Name: GEORGE CANNARA
Title: President & Chief Operating Officer

SCHEDULE 1

Trademarks

Mark	Jurisdiction	App. No. / App. Date	Reg. No. / Reg. Date	Status
BAGBAR	U.S.	86/660,743 / June 6, 2015		Notice of Allowance sent – 12/29/2015
BAGBAR	China	1283398 (WIPO) / August 5, 2015		Applied For
BAGBAR	E.U.	1283398 (WIPO) / August 5, 2015		Applied For