

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/30/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	Kate Spade & Company		
Street Address:	2 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4254756	NO MORE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	vmann@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Virginia Mann		
Address Line 1:	Paul Weiss Rifkind Wharton &Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	15325-005		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	10/11/2016		
Total Attachments: 4			
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EXECUTION VERSION

**NOTICE OF PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Partial Release"), effective as of September 30, 2016 is made by JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent and collateral agent for the Secured Parties (as defined in the Security Agreement described below), (together with its successors and assigns in such capacity, the "Agent"), in favor of Kate Spade & Company, a Delaware corporation (the "Company"), pursuant to that certain Credit Agreement, dated as of May 16, 2014 among the Company, Kate Spade UK Limited, Kate Spade Canada Inc. (together, the "Borrowers"), the Agent and the other parties thereto (and as the same may be further amended or modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company and the other grantors party thereto, have executed and delivered (i) a US Pledge and Security Agreement, dated as of May 16, 2014, by the Borrowers and the Grantors (as defined therein) in favor of the Agent (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) a Grant of Security Interest in Trademark Rights, dated as of May 16, 2014, recorded in the United States Patent and Trademark Office (the "USPTO") on May 23, 2014 at Reel/Frame No. 5286/0126 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark 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 the Company's Trademarks (including, without limitation, the "Released Trademark", as hereinafter defined);

WHEREAS, the Company has requested that the Agent release any and all right, title and interest it may have in the Released Trademark pursuant to the Trademark Security Agreement, and the Agent has agreed to do so; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Partial 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 Partial Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement and the Trademark 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 Security Agreement and the Trademark Security Agreement). The term "Released Trademark" as used herein shall mean all of the Company's right, title and interest of every kind and nature in the Trademark listed on Schedule A hereto.

SECTION 2. Release of Security Interest. The Agent does hereby release, terminate and discharge its security interest in the Released Trademark, and any right, title and interest in, to and under such Released Trademark granted under the Trademark Security Agreement shall hereby terminate, cease and become void. All right, title and interest of the Company in the Released Trademark are hereby reassigned by the Agent to the Company. For the avoidance of any doubt, the foregoing termination, release and discharge shall apply only, and solely with respect to, the Released Trademark, and shall not extend to, or relate to any other security interest in Collateral under the Credit Agreement, the Security Agreement or the Trademark Security Agreement. The Credit Agreement, the Security Agreement and the Trademark Security Agreement with respect to such other Collateral shall remain in full force and in effect.

SECTION 3. Purpose. This Partial Release has been executed and delivered by the Agent for the purpose of recording this Partial Release with the USPTO. 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.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Partial 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 Trademark and/or (iii) otherwise record or file this Partial 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 Partial Release and the Company's right, title and interest in, to and under the Released Trademark.


SECTION 5. Choice of Law. This Partial 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 Partial 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 Partial 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 Agent

By: 
Name: *W. Green*
Title: *Authorized Officer*

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Current Owner	Status	Class No.	Appl. No	Reg. No
NO MORE	Kate Spade & Company	Registered	36	85347282	4254756