

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Fourth Supplement to Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kenneth Cole Productions, Inc.		03/21/2017	Corporation: NEW YORK
Kenneth Cole Productions (LIC), LLC		03/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2286136	SOCIAL AWEARNESS	
<b>Registration Number:</b>	4797626	AWEARNESS	
<b>Registration Number:</b>	4797627	AWEARNESS	
<b>Registration Number:</b>	4801873	AWEARNESS	
<b>Registration Number:</b>	4969140	MANKIND	
<b>Registration Number:</b>	5071005	KENNETH COLE CONNECT	
<b>Registration Number:</b>	4380922	MANKIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>			
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

OP \$190.00 2286136

<b>NAME OF SUBMITTER:</b>	Daniel L. Scales
<b>SIGNATURE:</b>	/daniel l. scales/
<b>DATE SIGNED:</b>	03/22/2017
<b>Total Attachments: 5</b> source=KCP - Fourth Supplement to Trademark Security Agreement (EXECUTED)#page1.tif source=KCP - Fourth Supplement to Trademark Security Agreement (EXECUTED)#page2.tif source=KCP - Fourth Supplement to Trademark Security Agreement (EXECUTED)#page3.tif source=KCP - Fourth Supplement to Trademark Security Agreement (EXECUTED)#page4.tif source=KCP - Fourth Supplement to Trademark Security Agreement (EXECUTED)#page5.tif	

**FOURTH SUPPLEMENT TO GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

This Supplement to Grant of Security Interest in Trademarks (the “Fourth Supplement”) is made as of March 21, 2017 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;

WHEREAS, the Grantors executed and delivered a Third Supplement to Grant of Security Interest in Trademarks dated January 21, 2015 and recorded on January 22, 2015 at Reel 5445, Frame 0118 (as amended of record from time to time hereinafter, the “Third 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. Fourth Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-4 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 Fourth 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 Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Fourth Supplement as of the date first written above.

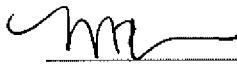
**KENNETH COLE PRODUCTIONS, INC.,** as  
Grantor

By: David P. Edelman  
Name: David Edelman  
Title: Senior Vice President & Treasurer

**KENNETH COLE PRODUCTIONS (LIC), LLC,** as  
Grantor

By: David P. Edelman  
Name: David Edelman  
Title: Senior Vice President & Treasurer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Grantee**

By:   
Name: Michele Riccobono  
Title: Authorized Signatory

[Signature Page to Fourth Supplement to Trademark Security Agreement]

**TRADEMARK  
REEL: 006015 FRAME: 0407**

SCHEDULE A-4

<b>Grantor</b>	<b>Mark</b>	<b>Serial No. / Reg. No</b>	<b>File Date / Reg. Date</b>
Kenneth Cole Productions (LIC), LLC	SOCIAL AWEARNESS	2286136	10/12/1999
Kenneth Cole Productions (LIC), LLC	AWEARNESS	4797626	8/25/2015
Kenneth Cole Productions (LIC), LLC	AWEARNESS	4797627	8/25/2015
Kenneth Cole Productions (LIC), LLC	AWEARNESS	4801873	9/1/2015
Kenneth Cole Productions (LIC), LLC	MANKIND	4969140	5/31/2016
Kenneth Cole Productions (LIC), LLC	AWEARNESS KENNETH COLE	86502106	1/13/2015
Kenneth Cole Productions (LIC), LLC	KENNETH COLE CONNECT	5071005	11/1/2016
Kenneth Cole Productions (LIC), LLC	COLE-CTION	86806469	11/2/2015
Kenneth Cole Productions (LIC), LLC	TECHNI-COLE	86906259	2/12/2016
Kenneth Cole Productions, LLC	MANKIND	4380922	8/6/2013