

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nine West Development LLC		
Street Address:	180 Rittenhouse Circle		
City:	Bristol		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1477841	MOOTSIES	
Registration Number:	1750221	MOOTSIES KIDS	
Registration Number:	1584784	MOOTSIES TOOTSIES	
Registration Number:	1202134	CIRCA	
Registration Number:	3698961	CIRCA JOAN & DAVID	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN: HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	04/19/2017		
Total Attachments: 8			

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**RELEASE OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND TRADEMARK APPLICATIONS (this "Release"), dated April 18, 2017, is made by Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for certain financial institutions (in such capacity, the "Collateral Agent") in favor of Jasper Parent LLC; Jasper Merger Sub, Inc.; Nine West Holdings, Inc.; Nine West Jeanswear Group, Inc.; Nine West Development LLC; Jones Distribution Corporation; Jones Management Service Company; Jones Investment Co. Inc. (each a "Grantor" and collectively, the "Grantors").

Reference is made to (i) that certain Credit Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Jasper Merger Sub, Inc., Jasper Parent LLC, the Lenders party thereto from time to time and the Collateral Agent and (ii) that certain Security Agreement, dated as of April 8, 2014, made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Jasper Parent LLC; Jasper Merger Sub, Inc.; Nine West Holdings, Inc.; Nine West Jeanswear Holding LLC; Nine West Jeanswear Group, Inc.; Nine West Development LLC; Jones Distribution Corporation; Jones Management Service Company; and Jones Investment Co. Inc. (collectively, the "First Grantors") and the Collateral Agent entered into (i) that certain Trademark Security Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement"), whereby the First Grantors granted to the Collateral Agent a security interest in and to certain intellectual property of the First Grantors, and (ii) that certain Patent Security Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Patent Security Agreement"), whereby the First Grantors granted to the Collateral Agent a security interest in and to certain intellectual property of the First Grantors;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 11, 2014, at Reel 5259 and Frame 0096;

WHEREAS, pursuant to the Security Agreement, Nine West Development LLC and One Jeanswear Group Inc. (together, the "Supplemental Grantors") and the Collateral Agent entered into that certain Trademark Security Agreement Supplement, dated as of July 27, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement Supplement"), whereby the Supplemental Grantors granted to the Collateral Agent a security interest in and to certain intellectual property of the Supplemental Grantors;

WHEREAS, the Trademark Security Agreement Supplement was recorded in the United States Patent and Trademark Office on August 11, 2016, at Reel 5852 and Frame 0965; and

WHEREAS, the Collateral Agent now desires to release its security interest in and to those patents, trademarks and trademark applications identified in Exhibit A attached hereto (the “Specified Intellectual Property”) under the Patent Security Agreement, Trademark Security Agreement and Trademark Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreement.

SECTION 2. Release of Grant of Security. The Collateral Agent hereby releases, relinquishes and discharges with respect to each Grantor and hereby reassigns to such Grantors, their successors and permitted assigns, all right, title and interest in and to the Specified Intellectual Property, together with the goodwill of the business symbolized thereby and any other ancillary rights relating to the foregoing as specified in the Credit Agreement, the Security Agreement, the Patent Security Agreement, Trademark Security Agreement, and Trademark Security Agreement Supplement (collectively, the “Released Collateral”), without representation or warranty of any kind, nature or description.

SECTION 3. Intellectual Property Collateral. For the avoidance of any doubt, the release hereunder is limited solely to the Released Collateral, and nothing contained herein or otherwise shall be deemed a release or termination by the Collateral Agent of any security interest in any other patents, patent applications, trademarks, trademark applications or other Trademarks granted by Grantors to the Collateral Agent pursuant to the Patent Security Agreement, Trademark Security Agreement or the Trademark Security Agreement Supplement, all of which shall continue in full force and effect.

SECTION 4. Recordation. The Collateral Agent hereby authorizes the Grantors or the Grantors’ authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, as applicable.

SECTION 5. Further Assistance. The Collateral Agent agrees to execute and deliver to the Grantors, at the Grantors’ expense, all other instruments and other documents as may be reasonably necessary or proper to release the security interest in the Released Collateral.

SECTION 6. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Certain Intellectual Property to be executed as of the date first above written.

**MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent**

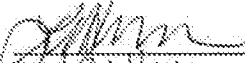
By: 
Name: Watson
Title: VP

EXHIBIT A

Trademarks and Trademark Applications:

Country	Trademark	Appl'n Date	Appl'n No.	Reg'n Date	Reg'n No.	Int'l Class	Owner
Bahrain	MOOTSIES TOOTSIES	Jun 8 2005	44561	Jun 8 2005	44561	18	Nine West Development LLC
Bahrain	MOOTSIES TOOTSIES	Jun 8 2005	44562	Jun 8 2005	44562	25	Nine West Development LLC
Bahrain	MOOTSIES TOOTSIES	Jun 8 2005	44563	Jun 8 2005	44563	35	Nine West Development LLC
Belize	MOOTSIES TOOTSIES	May 11 2005	308005	Aug 15 2005	308005	18, 25, 35	Nine West Development LLC
Canada	MOOTSIES TOOTSIES	Apr 20 2005	1,254,802	May 2 2011	TMA 796,449	25	Nine West Development LLC
Canada	PANINARI BY MOOTSIES TOOTSIES	Jun 7 1989	0633753	Jan 24 1992	TMA393,037	25	Nine West Development LLC
China	MOOTSIES TOOTSIES	Oct 26 1993	NA	Apr 21 1995	741985	25	Nine West Development LLC
China	MOOTSIES TOOTSIES in Chinese characters	Aug 3 2006	5519653	Sep 14 2009	5519653	25	Nine West Development LLC
Colombia	MOOTSIES TOOTSIES	Apr 25 2005	T2005/038909	Nov 15 2005	305459	18	Nine West Development LLC
Colombia	MOOTSIES TOOTSIES	Apr 25 2005	T2005/038906	Nov 15 2005	305440	25	Nine West Development LLC
Colombia	MOOTSIES TOOTSIES	Apr 25 2005	T2005/038907	Nov 15 2005	305460	35	Nine West Development LLC
Costa Rica	MOOTSIES TOOTSIES	Jun 19 2005	20054690	Apr 24 2006	157876	18	Nine West Development LLC
Costa Rica	MOOTSIES TOOTSIES	Jun 23 2005	20054686	Nov 13 2009	196215	25	Nine West Development LLC
Costa Rica	MOOTSIES TOOTSIES	Jun 13 2005	20054683	Apr 24 2006	157870	35	Nine West Development LLC
Dominican Republic	MOOTSIES TOOTSIES	Jul 1 2005	200542271	Sep 14 2005	149669	18, 25, 35	Nine West Development LLC

Ecuador	MOOTSIES TOOTSIES	May 3 2005	156799	Jan 4 2006	1101-06	18	Nine West Development LLC
Ecuador	MOOTSIES TOOTSIES	May 3 2005	156800	Jan 4 2006	1102-06	25	Nine West Development LLC
Ecuador	MOOTSIES TOOTSIES	May 3 2005	156801	Jan 4 2006	31406	35	Nine West Development LLC
El Salvador	MOOTSIES TOOTSIES	Jun 29 2005	2005050045	Feb 1 2006	249/56/499/500	18	Nine West Development LLC
El Salvador	MOOTSIES TOOTSIES	Jun 29 2005	2005050046	Feb 1 2006	35778	25	Nine West Development LLC
El Salvador	MOOTSIES TOOTSIES	Jul 18 2005	2005050117	Feb 1 2006	232/56/465/466	35	Nine West Development LLC
EUTM	MOOTSIES TOOTSIES	Apr 26 2005	004419065	May 2 2006	004419065	18, 25, 35	Nine West Development LLC
Guatemala	MOOTSIES TOOTSIES	Apr 22 2005	M26392005	Nov 16 2005	139055	18	Nine West Development LLC
Guatemala	MOOTSIES TOOTSIES	Apr 22 2005	M26382005	Nov 15 2005	139076	35	Nine West Development LLC
Honduras	MOOTSIES TOOTSIES	Apr 21 2005	7666/2005	Mar 1 2006	96418	18	Nine West Development LLC
Honduras	MOOTSIES TOOTSIES	Apr 21 2005	7658/2005	Feb 9 2006	96016	25	Nine West Development LLC
Honduras	MOOTSIES TOOTSIES	Apr 21 2005	7665/2005	Aug 18 2009	14.998	35	Nine West Development LLC
India	MOOTSIES TOOTSIES	Apr 28 2005	1354153	Apr 28 2005	1354153	18, 25, 35	Nine West Development LLC
Japan	MOOTSIES TOOTSIES		HO2-0292233	Jan 29 1993	2494887	25	Nine West Development LLC
Jordan	MOOTSIES TOOTSIES	Sep 20 2005	81783	Jun 15 2006	81783	18	Nine West Development LLC
Jordan	MOOTSIES TOOTSIES	Sep 20 2005	81790	Jun 15 2006	81790	25	Nine West Development LLC
Jordan	MOOTSIES TOOTSIES	Sep 20 2005	81777	Jun 15 2006	81777	35	Nine West Development LLC
Kuwait	MOOTSIES TOOTSIES	Jul 2 2005	71272	Jul 2 2005	71272	25	Nine West Development LLC
Malaysia	MOOTSIES	Dec 9	05020795	Dec 9	05020795	35	Nine West

	TOOTSIES	2005		2005			Development LLC
Malaysia	MOOTSIES TOOTSIES	Dec 9 2005	05020794	Dec 9 2005	05020794	25	Nine West Development LLC
Malaysia	MOOTSIES TOOTSIES	Dec 9 2005	05020793	Dec 9 2005	05020793	18	Nine West Development LLC
Mexico	MOOTSIES TOOTSIES	Jan 7 2013	1336981	May 16 2013	1367695	25	Nine West Development LLC
Nicaragua	MOOTSIES TOOTSIES	Apr 29 2005	01296	Jan 19 2006	0600067	18, 25, 35	Nine West Development LLC
Oman	MOOTSIES TOOTSIES	Apr 25 2005	36219	Jun 21 2006	36219	18	Nine West Development LLC
Oman	MOOTSIES TOOTSIES	Apr 25 2005	36220	Apr 25 2005	36220	25	Nine West Development LLC
Oman	MOOTSIES TOOTSIES	Apr 25 2005	36221	Jun 21 2006	36221	35	Nine West Development LLC
Panama	MOOTSIES TOOTSIES	Apr 22 2005	141982	Apr 22 2005	141982	18	Nine West Development LLC
Panama	MOOTSIES TOOTSIES	Apr 22 2005	141984	Apr 22 2005	141984	25	Nine West Development LLC
Panama	MOOTSIES TOOTSIES	Apr 22 2005	141978	Apr 22 2005	141978	35	Nine West Development LLC
Qatar	MOOTSIES TOOTSIES	Apr 28 2005	35617	Dec 12 2007	35617	18	Nine West Development LLC
Qatar	MOOTSIES TOOTSIES	Apr 28 2008	35618	Dec 12 2007	35618	25	Nine West Development LLC
Qatar	MOOTSIES TOOTSIES	Apr 28 2005	35619	Dec 12 2007	35619	35	Nine West Development LLC
Republic of Korea (South)	MOOTSIES TOOTSIES	Aug 6, 1993	40-1993-27919	Oct 21 1994	30089	25	Nine West Development LLC
Russian Federation	MOOTSIES TOOTSIES	Apr 22 2005	2005709577	Aug 9 2006	311964	18, 25, 35	Nine West Development LLC
Taiwan	MOOTSIES TOOTSIES	Nov 11 1992	81056250	May 31 2003	599986	25	Nine West Development LLC
Thailand	MOOTSIES TOOTSIES	Apr 29 2005	588938	Apr 20 2005	Kor230306	18	Nine West Development LLC
Thailand	MOOTSIES TOOTSIES	Apr 29 2005	588939	Apr 29 2005	Kor230307	25	Nine West Development

							LLC
Thailand	MOOTSIES TOOTSIES	Apr 29 2005	588940	Apr 29 2005	Bor28190	35	Nine West Development LLC
United Arab Emirates	MOOTSIES TOOTSIES	Apr 27 2005	69189	Dec 7 2005	56390	18	Nine West Development LLC
United Arab Emirates	MOOTSIES TOOTSIES	Apr 27 2005	69190	Dec 7 2005	56391	25	Nine West Development LLC
United Arab Emirates	MOOTSIES TOOTSIES	Apr 27 2005	69191	Dec 7 2005	56392	35	Nine West Development LLC
United States of America	MOOTSIES	Jul 8 1987	73/670,883	Feb 23 1988	1,477,841	25	Nine West Development LLC
United States of America	MOOTSIES KIDS	May 21, 1992	74/277,557	Feb 2, 1993	1,750,221	25	Nine West Development LLC
United States of America	MOOTSIES TOOTSIES	May 31 1989	73/803,670	Feb 27 1990	1,584,784	25	Nine West Development LLC
United States of America	CIRCA			July 20, 1982	1,202,134		Nine West Development LLC
United States of America	CIRCA JOAN & DAVID			Oct. 20, 2009	3,698,961		Nine West Development LLC
Venezuela	MOOTSIES TOOTSIES	Apr 28 2005	86332005	Feb 16 2006	P268279	18	Nine West Development LLC
Venezuela	MOOTSIES TOOTSIES	Apr 28 2005	86372005	Jun 19 2006	S031734	35	Nine West Development LLC
Venezuela	MOOTSIES TOOTSIES	Apr 29 2005	86342005	Feb 16 2006	P268280	25	Nine West Development LLC

Domain Names:

Domain Name	Registrant	Expiration Date
mootsiestootsies.com	Registrant Name: Nine West Development LLC Registrant Organization: Nine West Development LLC	6/24/17 (subject to auto renew)

Mootsiestootsieskids.com	Registrant Name: Nine West Development LLC Registrant Organization: Nine West Development LLC	6/28/18 (subject to auto renew)
Mootsiestootsies.asia	Registrant Name: Nine West Development LLC Registrant Organization: Nine West Development LLC	3/24/18 (subject to auto renew)