# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425886

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| NINE WEST DEVELOPMENT LLC | | 04/27/2017 | Limited Liability Company: DELAWARE |
| ONE JEANSWEAR GROUP INC. | | 04/27/2017 | Corporation: NEW YORK |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | MORGAN STANLEY SENIOR FUNDING, INC. |
| **Street Address:** | 1585 BROADWAY |
| **City:** | NEW YORK |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10036 |
| **Entity Type:** | Corporation: DELAWARE |

**PROPERTY NUMBERS Total: 17**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 87133672 | 9X9 TECHNOLOGY |
| **Serial Number:** | 87133602 | 9 X 9 TECHNOLOGY |
| **Serial Number:** | 86876437 | AK SPORT |
| **Serial Number:** | 87189367 | BB BANDOLINO |
| **Serial Number:** | 86894193 | LONNA & LILLY |
| **Serial Number:** | 87162087 | NINE WEST VINTAGE AMERICA COLLECTION |
| **Serial Number:** | 87162110 | NINE WEST VINTAGE AMERICA COLLECTION |
| **Serial Number:** | 87223913 | R.T. JAMES |
| **Serial Number:** | 87258459 | WANDER ROAD |
| **Serial Number:** | 86752956 | PET FRIENDS |
| **Serial Number:** | 86700660 | PUMPROCKERS |
| **Serial Number:** | 86978978 | VINTAGE AMERICA BLUES |
| **Serial Number:** | 86979523 | VINTAGE AMERICA BLUES |
| **Registration Number:** | 5031901 | AK ANNE KLEIN SPORT |
| **Registration Number:** | 5031900 | AK ANNE KLEIN SPORT |
| **Serial Number:** | 87187599 | BANDOLINO |
| **Registration Number:** | 5041217 | KENT & KING |

CH $440.00 87133672

**CORRESPONDENCE DATA**

**Fax Number:** 6508385109

***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:** 650-838-3743

**Email:** JLIK@SHEARMAN.COM

**Correspondent Name:** BENJAMIN PETERSEN

**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR

**Address Line 2:** SHEARMAN & STERLING LLP

**Address Line 4:** MENLO PARK, CALIFORNIA 94025

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 35613/65 |
| **NAME OF SUBMITTER:** | BENJAMIN PETERSEN |
| **SIGNATURE:** | /BENJAMIN PETERSEN/ |
| **DATE SIGNED:** | 05/02/2017 |

**Total Attachments: 5**

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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated April 27, 2017, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the "**Collateral Agent**").

Reference is made to (i) the 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, Nine West Holdings, Inc. (for itself and as successor by merger to Jasper Merger Sub, Inc.), One Jeanswear Group Inc. (f/k/a Nine West Jeanswear Group, Inc.) (collectively, the "**Borrower**"), Jasper Parent LLC, the Lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated April 8, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

**NINE WEST DEVELOPMENT LLC**, as a Grantor

By: _____
Name: Ralph A. Schipani
Title: President

**ONE JEANSWEAR GROUP INC.**, as a Grantor

By: _____
Name: Ralph A. Schipani
Title: Vice President

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

By: _____
Name: _____
Title: _____

Signature Page to Grant of Security Interest in United States Trademarks

SCHEDULE A

| MARK | SERIAL/REG. NO. | APP./REG. DATE | OWNER |
|---|---|---|---|
| 9X9 TECHNOLOGY | 87/133,672 | Aug 10, 2016 | Nine West Development LLC |
| 9X9 TECHNOLOGY and Design | 87/133,602 | Aug 10, 2016 | Nine West Development LLC |
| AK SPORT | 86/876,437 | Jan 15, 2016 | Nine West Development LLC |
| BANDOLINO logo | 87/189,367 | Sep 30, 2016 | Nine West Development LLC |
| LONNA & LILLY | 86/894,193 | Feb 2, 2016 | Nine West Development LLC |
| NINE WEST VINTAGE AMERICA COLLECTION | 87/162,087 | Sep 6, 2016 | Nine West Development LLC |
| NINE WEST VINTAGE AMERICA COLLECTION | 87/162,110 | Sep 6, 2016 | Nine West Development LLC |
| RT JAMES | 87/223,913 | Nov 2, 2016 | Nine West Development LLC |
| WANDER ROAD | 87/258,459 | Dec 6, 2016 | Nine West Development LLC |
| PET FRIENDS | 86/752,956 | Sep 10, 2015 | Nine West Development LLC |
| PUMPROCKER | 86/700,660 | Jul 22, 2015 | Nine West Development LLC |
| VINTAGE AMERICA BLUES (Child App.) | 86/978,978 | Sep 24, 2013 | Nine West Development LLC |
| VINTAGE AMERICA BLUES and logo (Child) | 86/979,523 | May 22, 2014 | Nine West Development LLC |
| AK ANNE KLEIN SPORT | 5031901 | Jan. 28, 2016 | Nine West Development LLC |
| AK ANNE KLEIN SPORT | 5031900 | Jan. 28, 2016 | Nine West Development LLC |
| BANDALINO | 87/187599 | Sept. 29, 2016 | Nine West Development LLC |
| KENT & KING | 5041217 | Apr 11, 2016 | Nine West Development LLC |