

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/11/2017	National Banking Association:
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: 74			
Property Type	Number	Word Mark	
Registration Number:	4045538	ADD A LAYER OF MEANING	
Serial Number:	86064744		
Serial Number:	86064754		
Serial Number:	86064761		
Serial Number:	85858152	JACK SPADE	
Serial Number:	85858173	JACK SPADE	
Registration Number:	2341633	JACK SPADE	
Registration Number:	2578940	JACK SPADE	
Registration Number:	2871175	JACK SPADE	
Registration Number:	3997947	JACK SPADE	
Registration Number:	4435409	JACK SPADE	
Registration Number:	4435408	JACK SPADE	
Registration Number:	4435407	JACK SPADE	
Registration Number:	4442765	JACK SPADE	
Registration Number:	4439105	JACK SPADE	
Registration Number:	4435406	JACK SPADE	
Registration Number:	4435405	JACK SPADE	
Registration Number:	2455406	JACK SPADE WARREN STREET NEW YORK	

CH \$1865.00 4045538

Property Type	Number	Word Mark
Registration Number:	2724972	KATE SPADE
Registration Number:	2522892	KATE SPADE
Registration Number:	2064708	KATE SPADE
Registration Number:	2578942	KATE SPADE
Registration Number:	2905861	KATE SPADE
Registration Number:	3139442	KATE SPADE
Registration Number:	2073406	KATE SPADE
Serial Number:	86220373	KATE SPADE & COMPANY
Registration Number:	4158328	KATE SPADE NEW YORK
Registration Number:	2654803	KATE SPADE NEW YORK
Registration Number:	2446491	KATE SPADE NEW YORK
Registration Number:	2537318	KATE SPADE NEW YORK
Registration Number:	2613247	KATE SPADE NEW YORK
Registration Number:	2956539	KATE SPADE NEW YORK
Registration Number:	2931300	KATE SPADE NEW YORK
Registration Number:	3095754	KATE SPADE NEW YORK
Registration Number:	2841312	KATE SPADE NEW YORK
Registration Number:	3955827	KATE SPADE NEW YORK
Registration Number:	4138884	KATE SPADE NEW YORK
Serial Number:	85120071	KATE SPADE NEW YORK
Registration Number:	4158410	KATE SPADE NEW YORK
Registration Number:	4158419	KATE SPADE NEW YORK
Registration Number:	4155479	KATE SPADE NEW YORK
Registration Number:	4155452	KATE SPADE NEW YORK
Registration Number:	4155451	KATE SPADE NEW YORK
Registration Number:	4155450	KATE SPADE NEW YORK
Registration Number:	4155475	KATE SPADE NEW YORK
Registration Number:	4017099	KATE SPADE NEW YORK
Registration Number:	3092920	KATE SPADE NEW YORK
Serial Number:	85542623	KATE SPADE SATURDAY
Registration Number:	4321971	KATE SPADE SATURDAY
Registration Number:	4324773	KATE SPADE SATURDAY
Registration Number:	4321373	KATE SPADE SATURDAY
Registration Number:	4321374	KATE SPADE SATURDAY
Registration Number:	4347349	KATE SPADE SATURDAY
Registration Number:	4335599	KATE SPADE SATURDAY
Registration Number:	4335601	KATE SPADE SATURDAY
Registration Number:	4419051	KATE SPADE SATURDAY

Property Type	Number	Word Mark
Registration Number:	2068911	KATE SPADE
Registration Number:	3311286	KS
Serial Number:	85833663	LIVE COLOR FULLY KATE SPADE NEW YORK
Serial Number:	85542658	LIVE COLORFULLY
Serial Number:	85542676	LIVE COLORFULLY
Registration Number:	4035109	LIVE COLORFULLY
Registration Number:	2865590	
Registration Number:	2626385	
Registration Number:	2814770	KS
Registration Number:	2780578	KS
Registration Number:	2737874	
Registration Number:	2917344	
Registration Number:	2768030	
Registration Number:	2834353	KS
Registration Number:	4381203	SATURDAILY
Registration Number:	3979254	
Registration Number:	4081412	SUPERCALIFRAGILIPSTICK
Registration Number:	3952281	TWIRL

CORRESPONDENCE DATA

Fax Number:

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.

Email: ebensoul@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	15325-052
NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	07/11/2017

Total Attachments: 6

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”), effective as of July 11, 2017 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 LLC, a Delaware limited liability company (the “Company”), pursuant to that certain Credit Agreement, dated as of May 16, 2014 among Kate Spade & 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”).

W I T N E S S E T H:

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. 5286/0132 (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 Trademarks (defined below);

WHEREAS, the Company has requested that the Agent release any and all right, title and interest it may have in the items set forth on Schedule A attached hereto (the “Released Trademarks”) 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 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 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).

SECTION 2. Release of Security Interest. The Agent does hereby, without representation, warranty or recourse of any kind, release, terminate and discharge its security interest in all of the Company's right, title and interest of every kind and nature in the Released Trademarks, and any right, title and interest in, to and under such Released Trademarks granted under the Trademark Security Agreement shall hereby terminate, cease and become void. All right, title and interest of the Company in the Released Trademarks are hereby reassigned by the Agent to the Company.

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

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


SECTION 5. Choice of Law. This 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 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 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: Dan Jones
Title: Authorized officer

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of Kate Spade LLC (2014)]

TRADEMARK
REEL: 006102 FRAME: 0730

SCHEDULE A

U.S. Trademark Applications and Registrations

MarkName	Current Owner	Appl. No	Reg No
ADD A LAYER OF MEANING	Kate Spade LLC	85298486	4045538
DESIGN ONLY	Kate Spade LLC	86/064744	
DESIGN ONLY	Kate Spade LLC	86/064754	
DESIGN ONLY	Kate Spade LLC	86/064761	
JACK SPADE	Kate Spade LLC	85858152	
JACK SPADE	Kate Spade LLC	85858173	
JACK SPADE	Kate Spade LLC	75220511	2341633
JACK SPADE	Kate Spade LLC	75249603	2578940
JACK SPADE	Kate Spade LLC	76530960	2871175
JACK SPADE	Kate Spade LLC	85209722	3997947
JACK SPADE	Kate Spade LLC	85858169	4435409
JACK SPADE	Kate Spade LLC	85858164	4435408
JACK SPADE	Kate Spade LLC	85858161	4435407
JACK SPADE	Kate Spade LLC	85858160	4442765
JACK SPADE	Kate Spade LLC	85858158	4439105
JACK SPADE	Kate Spade LLC	85858153	4435406
JACK SPADE	Kate Spade LLC	85858151	4435405
JACK SPADE WARREN STREET NEW YORK	Kate Spade LLC	76069301	2455406
KATE SPADE	Kate Spade LLC	76108039	2724972
KATE SPADE	Kate Spade LLC	75220568	2522892
KATE SPADE	Kate Spade LLC	75047470	2064708
KATE SPADE	Kate Spade LLC	75250157	2578942
KATE SPADE	Kate Spade LLC	76535011	2905861
KATE SPADE	Kate Spade LLC	76469962	3139442
KATE SPADE Label Placement Logo	Kate Spade LLC	75047450	2073406
KATE SPADE & COMPANY	Kate Spade LLC	86/220373	
KATE SPADE NEW YORK	Kate Spade LLC	85058706	4158328
KATE SPADE NEW YORK	Kate Spade LLC	76041126	2654803
KATE SPADE NEW YORK	Kate Spade LLC	76041129	2446491
KATE SPADE NEW YORK	Kate Spade LLC	76041130	2537318
KATE SPADE NEW YORK	Kate Spade LLC	76041128	2613247
KATE SPADE NEW YORK	Kate Spade LLC	76530961	2956539
KATE SPADE NEW YORK	Kate Spade LLC	76469961	2931300
KATE SPADE NEW YORK	Kate Spade LLC	78698211	3095754
KATE SPADE NEW YORK	Kate Spade LLC	76469960	2841312

KATE SPADE NEW YORK	Kate Spade LLC	77969578	3955827
KATE SPADE NEW YORK	Kate Spade LLC	85421677	4138884
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85120071	
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85116332	4158410
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85120019	4158419
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85298818	4155479
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85290010	4155452
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85290002	4155451
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85289992	4155450
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85297677	4155475
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85120107	4017099
KATE SPADE NEW YORK Stylized	Kate Spade LLC	78633006	3092920
KATE SPADE SATURDAY	Kate Spade LLC	85542623	
KATE SPADE SATURDAY	Kate Spade LLC	85542634	4321971
KATE SPADE SATURDAY	Kate Spade LLC	85088833	4324773
KATE SPADE SATURDAY	Kate Spade LLC	85088791	4321373
KATE SPADE SATURDAY	Kate Spade LLC	85088913	4321374
KATE SPADE SATURDAY	Kate Spade LLC	85395579	4347349
KATE SPADE SATURDAY	Kate Spade LLC	85395668	4335599
KATE SPADE SATURDAY	Kate Spade LLC	85395746	4335601
KATE SPADE SATURDAY	Kate Spade LLC	85399278	4419051
KATE SPADE Stylized	Kate Spade LLC	75047467	2068911
KS Design	Kate Spade LLC	77090161	3311286
LIVE COLOR FULLY KATE SPADE NEW YORK	Kate Spade LLC	85833663	
LIVE COLORFULLY	Kate Spade LLC	85542658	
LIVE COLORFULLY	Kate Spade LLC	85542676	
LIVE COLORFULLY	Kate Spade LLC	85267033	4035109
Noel Logo	Kate Spade LLC	76975866	2865590
Noel Logo	Kate Spade LLC	76212692	2626385
Noel Logo	Kate Spade LLC	76500447	2814770
Noel Logo	Kate Spade LLC	76975635	2780578
Noel Logo	Kate Spade LLC	76212690	2737874
Noel Logo	Kate Spade LLC	78331344	2917344
Noel Logo	Kate Spade LLC	76975433	2768030
Noel Repeat Logo	Kate Spade LLC	78174669	2834353
SATURDAILY	Kate Spade LLC	85708326	4381203
Spade Corner Pocket Logo	Kate Spade LLC	85003113	3979254
SUPERCALIFRAGILIPSTICK	Kate Spade LLC	85975927	4081412

TWIRL	Kate Spade LLC	77969558	3952281
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