

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		07/11/2017	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L.C. Licensing, LLC		
<b>Street Address:</b>	2 PARK AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1945838	CENZA	
<b>Registration Number:</b>	1829471	COTTONUITY	
<b>Registration Number:</b>	1479631	FIRST ISSUE	
<b>Registration Number:</b>	3330406	GRACE POINT	
<b>Registration Number:</b>	3500104	RHYTHM & BLUES	
<b>Registration Number:</b>	3320063	STAMP 10	
<b>Registration Number:</b>	1847509	WOMEN'S WORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	ebensoul@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Elana D. Bensoul		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	15325-052		
<b>NAME OF SUBMITTER:</b>	Elana D. Bensoul		
<b>SIGNATURE:</b>	/edb/		

CH \$190.00 1945838

<b>DATE SIGNED:</b>	07/11/2017
<b>Total Attachments: 4</b> source=TM BOFA LC LIC#page1.tif source=TM BOFA LC LIC#page2.tif source=TM BOFA LC LIC#page3.tif source=TM BOFA LC LIC#page4.tif	

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 Bank of America, 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 L.C. Licensing, LLC, a Delaware limited liability company (the "Company"), pursuant to the Credit Agreement, dated as of April 10, 2014, by and among Kate Spade & Company, the Lenders, the Agent and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise 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 Pledge and Security Agreement, dated as of April 10, 2014, by the Company 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 April 10, 2014, recorded in the United States Patent and Trademark Office (the "USPTO") on June 10, 2014 at Reel/Frame No. 5300/0087 (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.

BANK OF AMERICA, N.A.,  
as Agent

By:   
Name: Paley Chen  
Title: Vice President

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of L.C. Licensing, LLC]

**TRADEMARK**  
**REEL: 006102 FRAME: 0756**

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

<b>MarkName</b>	<b>Current Owner</b>	<b>Appl. No.</b>	<b>Reg. No.</b>
CENZA	L C Licensing, LLC	74635481	1945838
COTTONUNITY	L C Licensing, LLC	74397898	1829471
FIRST ISSUE	L C Licensing, LLC	73673954	1479631
GRACE POINT	L C Licensing, LLC	78270460	3330406
RHYTHM AND BLUES	L C Licensing, LLC	78630389	3500104
STAMP 10	L C Licensing, LLC	78636671	3320063
WOMEN'S WORK Design	L C Licensing, LLC	74801106	1847509