

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/11/2017	National Banking Association:
RECEIVING PARTY DATA			
Name:	Kate Spade & Company		
Street Address:	2 PARK AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3307331	@TRACT	
Registration Number:	3426629	AXCESS	
Registration Number:	2993597	AXCESS	
Registration Number:	3994029	IT'S TIME TO TALK	
Registration Number:	1392296	MARVELLA	
Registration Number:	2980070	MARVELLA	
Registration Number:	4254756	NO MORE	
Registration Number:	3967263	OLIVIA STONE	
Registration Number:	3951930	RUBY & MILA	
Registration Number:	3951931	RUBY & MILA	
Registration Number:	0828622	ST. AUMONT	
Registration Number:	0357174	TRIFARI	
Registration Number:	0508951	TRIFARI	
Registration Number:	0612161	TRIFARI	
Registration Number:	3690539	UNEXPECTED EXTRAS	
Registration Number:	2274693	VILLAGER	
Registration Number:	2390125	VILLAGER	
CORRESPONDENCE DATA			

CH \$440.00 3307331

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
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NAME OF SUBMITTER:	Elana D. Bensoul
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SIGNATURE:	/edb/
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DATE SIGNED:	07/11/2017
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Total Attachments: 4

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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 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 Kate Spade & Company, a Delaware corporation (the "Company"), pursuant to the Credit Agreement, dated as of April 10, 2014, by and the 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. 5300/0093 (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.

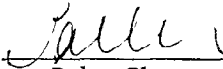
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

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 Kate Spade & Company]

TRADEMARK
REEL: 006102 FRAME: 0787

SCHEDULE A

U.S. Trademark Applications and Registrations

MarkName	Current Owner	Appl. No	Reg. No.
@TRACT	Kate Spade & Company	78957273	3307331
AXCESS	Kate Spade & Company	77284787	3426629
AXCESS Stylized	Kate Spade & Company	76424236	2993597
IT'S TIME TO TALK	Kate Spade & Company	85206914	3994029
MARVELLA	Kate Spade & Company	73544460	1392296
MARVELLA	Kate Spade & Company	78976147	2980070
NO MORE	Kate Spade & Company	85347282	4254756
OLIVIA STONE	Kate Spade & Company	77922326	3967263
RUBY & MILA	Kate Spade & Company	77911908	3951930
RUBY & MILA	Kate Spade & Company	77911921	3951931
ST AUMONT	Kate Spade & Company	72245106	828622
TRIFARI	Kate Spade & Company	71401626	357174
TRIFARI & CROWN Design	Kate Spade & Company	71532381	508951
TRIFARI Stylized	Kate Spade & Company	71675448	612161
UNEXPECTED EXTRAS	Kate Spade & Company	77624703	3690539
VILLAGER	Kate Spade & Company	74694810	2274693
VILLAGER	Kate Spade & Company	75196057	2390125