

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICHAEL KORS, L.L.C.		09/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	77421490	ASTOR	
Serial Number:	86480274	EXTREME BLUE MICHAEL KORS	
Serial Number:	87399524	EXTREME SPEED MICHAEL KORS	
Serial Number:	77421475	GREENWICH	
Serial Number:	86380021	JETMASTER	
Serial Number:	87976460	KORS STUDIO	
Serial Number:	87567375	KORSVIP	
Serial Number:	87522045	KORSVIP	
Serial Number:	87317548	MAGNIFY YOUR SEXY	
Serial Number:	77421482	MALIBU	
Serial Number:	75714822	MICHAEL KORS	
Serial Number:	85972024	MICHAEL KORS	
Serial Number:	75714821	MICHAEL KORS	
Serial Number:	85730907	MICHAEL KORS	
Serial Number:	87522116	MICHAEL KORS	
Serial Number:	86963202	MICHAEL KORS	
Serial Number:	78977481	MICHAEL KORS	
Serial Number:	85288759	MICHAEL KORS	
TRADEMARK			

CH \$1065.00 77421490

Property Type	Number	Word Mark
Serial Number:	87250783	MICHAEL KORS
Serial Number:	75714819	MICHAEL KORS
Serial Number:	87164666	MICHAEL KORS
Serial Number:	74119978	MICHAEL KORS
Serial Number:	74219653	MICHAEL KORS
Serial Number:	76234839	MICHAEL KORS
Serial Number:	86962796	MICHAEL KORS ACCESS
Serial Number:	87760499	MICHAEL KORS EXTREME RUSH
Serial Number:	87760506	MICHAEL KORS SPARKLING BLUSH
Serial Number:	85730882	MICHAEL MICHAEL KORS
Serial Number:	78426397	MICHAEL MICHAEL KORS
Serial Number:	85288858	MICHAEL MICHAEL KORS
Serial Number:	78606075	
Serial Number:	78980045	MK MICHAEL KORS
Serial Number:	78278276	MK MICHAEL KORS
Serial Number:	88812566	SANTORINI
Serial Number:	87212937	SELMA
Serial Number:	85747711	SEXY AMBER
Serial Number:	87238726	SEXY RUBY MICHAEL KORS
Serial Number:	77912083	SKORPIOS
Serial Number:	87401566	THE SEXY RADIANCE COLLECTION
Serial Number:	87043453	TRAVEL ENGINEERED
Serial Number:	86485845	WHITE LUMINOUS GOLD
Serial Number:	85925751	NX XN

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: skirschenheiter@paulweiss.com, snygren@paulweiss.com, cmannino@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

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:	17373-040
NAME OF SUBMITTER:	Sarah Kirschenheiter
SIGNATURE:	/Sarah Kirschenheiter/
DATE SIGNED:	09/18/2020

Total Attachments: 7

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page1.tif

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page2.tif

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page3.tif

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page4.tif

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page5.tif

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page6.tif

source=13996089_4_Capri - Trademark Secutity Agreement (US) - Michael Kors, L.L.C. (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of September 18, 2020 and made by MICHAEL KORS, L.L.C. (the “Grantor”) in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined in the Credit Agreement referenced below) (in such capacity, together with its successors and assigns in such capacity, the “Grantee”).

Recitals

The Administrative Agent, MICHAEL KORS (USA), INC., a Delaware corporation, CAPRI HOLDINGS LIMITED, a British Virgin Islands company, the other Borrowers from time to time party thereto, the Grantors from time to time party thereto and the lenders from time to time party thereto have entered into a Second Amendment to Third Amended and Restated Credit Agreement and First Amendment to Third Amended and Restated Guarantee Agreement, dated as of June 25, 2020 (the “Second Amendment”), amending the Third Amended and Restated Credit Agreement, dated as of November 15, 2018 (as amended by the First Amendment, dated as of March 20, 2020 and the Second Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and amending the Third Amended and Restated Guarantee Agreement, dated as of November 15, 2018.

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantors executed and delivered an Intellectual Property Pledge and Security Agreement, dated as of September 18, 2020 (the “IP Pledge and Security Agreement”).

Grantor owns the trademarks listed on Schedule A attached hereto (the “Trademarks”), which Trademarks are registered with or are the subject of applications for registration in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the IP Pledge and Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the IP Pledge and Security Agreement, the provisions of the IP Pledge and Security Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the IP Pledge and Security Agreement.

2. The Security Interest.

(a) This Agreement is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon the occurrence of the Agreement Termination Date, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the IP Pledge and Security Agreement and this Agreement.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, and subject to the Swiss Limitations, a security interest in (other than applications for trademarks or service marks filed in the United States Patent and Trademark Office or any successor office thereto (the "PTO") on the basis of the Grantor's intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO) all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (4) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

4. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms and provisions of the Credit Agreement and the IP Pledge and Security Agreement. In the event of any inconsistency between the provisions of this Agreement and the Credit Agreement or the IP Pledge and Security Agreement with respect to the priority of the Liens created hereby and the rights and remedies of the Administrative Agent, the provisions of the Credit Agreement and/or the IP Pledge and Security Agreement shall supersede the provisions of this Agreement. Any provision of this Agreement to the contrary notwithstanding, the Grantor shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of the Credit Agreement or the IP Pledge and Security Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

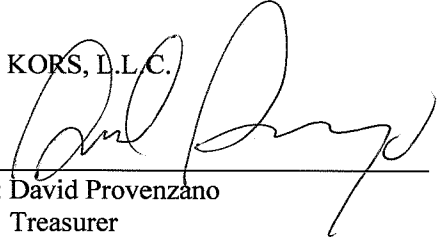
GRANTOR

MICHAEL KORS, L.L.C.

By: _____

Name: David Provenzano

Title: Treasurer

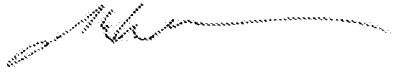
A handwritten signature in black ink, appearing to read 'David Provenzano', is written over a horizontal line. The signature is fluid and cursive.

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007056 FRAME: 0764**

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Grantee

By: 
Name: James A. Knight
Title: Executive Director

Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ASTOR	77/421490	Mar-13-2008	3707412	Nov-10-2009
EXTREME BLUE MICHAEL KORS	86/480274	Dec-15-2014	4914958	Mar-08-2016
EXTREME SPEED MICHAEL KORS	87/399524	Apr-05-2017	5,644,247	Jan-01-2019
GREENWICH	77/421475	Mar-13-2008	3998476	Jul-19-2011
JETMASTER	86/380021	Aug-28-2014	4771775	Jul-14-2015
KORS STUDIO	87/976460	Jun-30-2016	5388578	Jan-23-2018
KORSVIP	87/567375	Aug-14-2017	5,556,896	Sep-4-2018
KORSVIP	87/522045	Jul-10-2017	5,552,087	Aug-28-2018
MAGNIFY YOUR SEXY	87/317548	Jan-30-2017	5,525,652	Jul-24-2018
MALIBU	77/421482	Mar-13-2008	4268447	Jan-01-2013
MICHAEL KORS	75/714822	May-27-1999	2708259	Apr-22-2003
MICHAEL KORS	85/972024	Jun-27-2013	4905517	Feb-23-2016
MICHAEL KORS	75/714821	May-27-1999	2520758	Dec-18-2001
MICHAEL KORS	85/730907	Sep-17-2012	4334410	May-14-2013
MICHAEL KORS	87/522116	Jul-10-2017	5365142	Dec-26-2017
MICHAEL KORS	86/963202	Apr-04-2016	5287170	Sep-12-2017
MICHAEL KORS	78/977481	Jul-24-2003	3160981	Oct-17-2006

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
MICHAEL KORS	85/288759	Apr-07-2011	4052748	Nov-08-2011
MICHAEL KORS	87/250783	Nov-29-2016	5176551	Apr-04-2017
MICHAEL KORS	75/714819	May-27-1999	2520757	Dec-18-2001
MICHAEL KORS	87/164666	Sep-08-2016	5176446	Apr-04-2017
MICHAEL KORS	74/119978	Dec-03-1990	1977507	Jun-04-1996
MICHAEL KORS	74/219653	Nov-07-1991	2049326	Apr-01-1997
MICHAEL KORS	76/234839	Apr-04-2001	2547039	Mar-12-2002
MICHAEL KORS ACCESS	86/962796	Apr-04-2016	5571026	Sep-25-2018
MICHAEL KORS EXTREME RUSH	87/760499	Jan-18-2018	N/A	N/A
MICHAEL KORS SPARKLING BLUSH	87/760506	Jan-18-2018	N/A	N/A
MICHAEL MICHAEL KORS	85/730882	Sep-17-2012	4334409	May-14-2013
MICHAEL MICHAEL KORS	78/426397	May-27-2004	3080631	Apr-11-2006
MICHAEL MICHAEL KORS	85/288858	Apr-07-2011	4052752	Nov-08-2011
MISCELLANEOUS DESIGN (DOUBLE- STUDDERED T- WAVE DESIGN)	78/606075	Apr-11-2005	3356080	Dec-18-2007
MK MICHAEL KORS	78/980045	Jul-24-2003	3438412	May-27-2008
MK MICHAEL KORS	78/278276	Jul-24-2003	3535310	Nov-18-2008
SANTORINI	88/812566	Feb-27-2020	N/A	N/A
SELMA	87/212937	Oct-24-2016	5320944	Oct-31-2017

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEXY AMBER	85/747711	Oct-07-2012	4556671	Jun-24-2014
SEXY RUBY MICHAEL KORS	87/238726	Nov-16-2016	5,740,221	Apr-30-2019
SKORPIOS	77/912083	Jan-14-2010	4214351	Sep-25-2012
THE SEXY RADIANCE COLLECTION	87/401566	Apr-06-2017	N/A	N/A
TRAVEL ENGINEERED	87/043453	May-19-2016	5514314	Jul-10-2018
WHITE LUMINOUS GOLD	86/485845	Dec-19-2014	4909847	Mar-01-2016
NX XN	85925751	07-May-2013	4,503,234	25-Mar-2014