

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kenneth Cole Productions, Inc.		03/16/2022	Corporation: NEW YORK
Kenneth Cole Productions (LIC), LLC		03/16/2022	Limited Liability Company: DELAWARE
KCP Operating Company, LLC		03/16/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CIT Bank, a division of First-Citizens Bank & Trust Company
<b>Street Address:</b>	340 Mt. Kemble Avenue
<b>Internal Address:</b>	Attn: Thomas Mullen
<b>City:</b>	Morristown
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07960
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA

## PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
<b>Registration Number:</b>	4801873	AWEARNESS
<b>Registration Number:</b>	4384110	AWEARNESS - KENNETH COLE
<b>Registration Number:</b>	5581073	AWEARNESS KENNETH COLE
<b>Registration Number:</b>	6266284	AWEARNESS KENNETH COLE
<b>Registration Number:</b>	6001714	AWEAR-TECH
<b>Registration Number:</b>	4222612	CONNECTED KENNETH COLE REACTION
<b>Registration Number:</b>	6317349	COPPER BLACK KENNETH COLE
<b>Registration Number:</b>	2943676	GENTLE SOULS
<b>Registration Number:</b>	4276028	GENTLE SOULS
<b>Registration Number:</b>	5326145	
<b>Registration Number:</b>	3991483	-KC
<b>Registration Number:</b>	3991484	-KC
<b>Registration Number:</b>	4000178	-KC
<b>Registration Number:</b>	4000179	-KC

OP \$2240.00 4801873

Property Type	Number	Word Mark
Registration Number:	1372672	KENNETH COLE
Registration Number:	1455871	KENNETH COLE
Registration Number:	1458352	KENNETH COLE
Registration Number:	1558017	KENNETH COLE
Registration Number:	1968821	KENNETH COLE
Registration Number:	2170135	KENNETH COLE
Registration Number:	2179237	KENNETH COLE
Registration Number:	3701714	KENNETH COLE
Registration Number:	5071005	KENNETH COLE CONNECT
Registration Number:	2179155	KENNETH COLE NEW YORK
Registration Number:	3187354	KENNETH COLE NEW YORK
Registration Number:	3187356	KENNETH COLE NEW YORK
Registration Number:	3187357	KENNETH COLE NEW YORK
Registration Number:	3187358	KENNETH COLE NEW YORK
Registration Number:	3187359	KENNETH COLE NEW YORK
Registration Number:	6266518	KENNETH COLE NEW YORK
Registration Number:	1999096	KENNETH COLE NEW YORK
Registration Number:	2034269	KENNETH COLE NEW YORK
Registration Number:	3287838	KENNETH COLE NEW YORK WITH SILVER TECHNO
Registration Number:	1991610	KENNETH COLE REACTION
Registration Number:	2068076	KENNETH COLE REACTION
Registration Number:	2154344	KENNETH COLE REACTION
Registration Number:	2237071	KENNETH COLE REACTION
Registration Number:	2186930	KENNETH COLE REACTION
Registration Number:	2698003	KENNETH COLE REACTION
Registration Number:	3220800	KENNETH COLE REACTION
Registration Number:	3220801	KENNETH COLE REACTION
Registration Number:	3220802	KENNETH COLE REACTION
Registration Number:	4317403	KENNETH COLE REACTION
Registration Number:	4587863	KENNETH COLE REACTION
Registration Number:	4120850	KENNETH COLE REACTION R-TECH
Registration Number:	4144169	KENNETH COLE REACTION R-TECH
Registration Number:	3309977	KENNETH COLE REACTION THERMAL
Registration Number:	5205266	LOOK GOOD, FOR GOOD.
Registration Number:	4380922	MANKIND
Registration Number:	4969140	MANKIND
Registration Number:	4962261	MANKIND
Registration Number:	5628035	MANKIND KENNETH COLE

Property Type	Number	Word Mark
Registration Number:	6031086	PACK MORE INTO LIFE
Registration Number:	3204552	
Registration Number:	3214052	
Registration Number:	4384128	R
Registration Number:	2345847	REACTION
Registration Number:	2248481	REACTION
Registration Number:	2189378	REACTION
Registration Number:	2532363	REACTION
Registration Number:	2666727	REACTION
Registration Number:	2602004	REACTION
Registration Number:	4946657	REACTION
Registration Number:	5430681	REACTION
Registration Number:	5372379	REACTION
Registration Number:	4810851	REACTION
Registration Number:	5409820	REACTION
Registration Number:	4564224	REACTION
Registration Number:	6622756	REACTION
Registration Number:	2594660	REACTION KENNETH COLE
Registration Number:	3278046	RSVP
Registration Number:	5926820	TECHNI-COLE
Registration Number:	5924922	TECHNI-COLE FOOTWEAR THE REBOUND SYSTEMI
Registration Number:	5924923	THE REBOUND SYSTEM
Registration Number:	2255844	TRIBECA
Registration Number:	1693132	TRIBECA
Registration Number:	1840545	UNLISTED
Registration Number:	2137064	UNLISTED
Registration Number:	1850351	UNLISTED
Registration Number:	1920896	UNLISTED
Registration Number:	2008297	UNLISTED
Registration Number:	1502318	UNLISTED
Registration Number:	4497561	UNLISTED
Registration Number:	2976630	UNLISTED
Serial Number:	90766575	FUTUREPOD
Serial Number:	90766231	KAM
Serial Number:	90766280	RILEY
Serial Number:	90766531	ROCKETPOD
Serial Number:	90766257	THE MOVER

**CORRESPONDENCE DATA****Fax Number:** 6175236850*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:** 617-523-2700**Email:** susan.dinicola@hklaw.com,priscila.sterenberg@hklaw.com**Correspondent Name:** Holland & Knight LLP**Address Line 1:** 10 St. James Avenue**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. Dinicola
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	03/23/2022
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**Total Attachments: 5**

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

This Trademark Security Agreement is made as of March 16, 2022 (this "Trademark Security Agreement"), by Kenneth Cole Productions, Inc., a New York corporation, Kenneth Cole Productions (LIC), LLC, a Delaware limited liability company, and KCP Operating Company, LLC, a Delaware limited liability company (the "Grantors"), in favor of CIT BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY, in its capacity as administrative agent for the holders of the Obligations (together with its successors and assigns in such capacity, the "Grantee").

**WHEREAS**, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and servicemarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

**WHEREAS**, the Grantors have entered into a Security and Pledge Agreement, dated March 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations.

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Obligations (including, for the avoidance of doubt, Obligations arising under Secured Hedge Agreements (if any)), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral, and all associated goodwill, to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Grantor has caused this Trademarks Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**KENNETH COLE PRODUCTIONS,  
INC.**

By: A. Stokoe

Name: Andrew Stokoe

Title: Chief Financial Officer

**KENNETH COLE PRODUCTIONS  
(LIC), LLC**

By: A. Stokoe

Name: Andrew Stokoe

Title: Chief Financial Officer

**KCP OPERATING COMPANY, LLC**

By: A. Stokoe

Name: Andrew Stokoe

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]