

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenneth Cole Productions (LIC)		10/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Bank, a division of First-Citizens Bank & Trust Company		
Street Address:	11 West 42nd St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97539052	KENNETH COLE	
Serial Number:	97535230	FIT HAPPENS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
	<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>		
Phone:	6175232700		
Email:	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Priscila.Sterenbergh@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	/Andrew J. Jaworski/		
DATE SIGNED:	10/20/2022		
Total Attachments: 3			
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OP \$65.00 97539052

GRANT OF SECURITY INTEREST IN TRADEMARKS

This Trademark Security Agreement is made as of October 19, 2022 (this “Trademark Security Agreement”), by Kenneth Cole Productions (LIC), LLC, a Delaware limited liability company (the “Grantor”), 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.

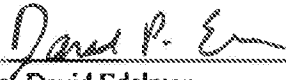
The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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.

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

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

By: 
Name: David Edelman
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK
REEL: 007873 FRAME: 0501**

SCHEDULE A TO
GRANT OF SECURITY INTEREST

Trademark Applications

Trademark	Application Number	Application Date
1. KENNETH COLE	97/539,052	08/08/2022
2. FIT HAPPENS	97/535,230	08/04/2022