

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		09/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JASPER MERGER SUB, INC.		
Street Address:	180 RITTENHOUSE CIRCLE		
City:	BRISTOL		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	JASPER PARENT LLC		
Street Address:	1441 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	NINE WEST HOLDINGS, INC.		
Street Address:	180 RITTENHOUSE CIRCLE		
City:	BRISTOL		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	Corporation: DELAWARE		
Name:	NINE WEST JEANSWEAR HOLDING LLC		
Street Address:	1441 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	NINE WEST JEANSWEAR GROUP, INC.		
Street Address:	1441 BROADWAY		
City:	NEW YORK		

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State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Corporation: NEW YORK
Name:	NINE WEST DEVELOPMENT LLC
Street Address:	1441 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: APO FOR EUROPE
Name:	JONES DISTRIBUTION CORPORATION
Street Address:	180 RITTENHOUSE CIRCLE
City:	BRISTOL
State/Country:	PENNSYLVANIA
Postal Code:	19007
Entity Type:	Corporation: DELAWARE
Name:	JONES MANAGEMENT SERVICE COMPANY
Street Address:	1007 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE
Name:	JONES INVESTMENT CO. INC.
Street Address:	1441 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1356882	ENZO ANGIOLINI
Registration Number:	2309300	ENZO ANGIOLINI
Registration Number:	2213513	ENZO ANGIOLINI
Registration Number:	3698960	CIRCA JOAN & DAVID
Registration Number:	2957089	JOAN & DAVID
Registration Number:	3011194	JOAN & DAVID
Serial Number:	86651256	JOAN & DAVID
Serial Number:	86657536	JOAN & DAVID

CORRESPONDENCE DATA**Fax Number:** 6508385109

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: 650-838-3743**Email:** JLIK@SHEARMAN.COM**Correspondent Name:** BENJAMIN PETERSEN**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR**Address Line 2:** SHEARMAN & STERLING LLP**Address Line 4:** MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613/65
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	10/11/2016

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARKS AND TRADEMARK APPLICATIONS**

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND TRADEMARK APPLICATIONS (this “Release”), dated September 29, 2016, is made by Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for certain financial institutions (in such capacity, the “Collateral Agent”) in favor of Jasper Parent LLC; Jasper Merger Sub, Inc.; Nine West Holdings, Inc.; Nine West Jeanswear Group, Inc.; Nine West Development LLC; Jones Distribution Corporation; Jones Management Service Company; Jones Investment Co. Inc. (each a “Grantor” and collectively, the “Grantors”).

Reference is made to (i) that certain Credit Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Jasper Merger Sub, Inc., Jasper Parent LLC, the Lenders party thereto from time to time and the Collateral Agent and (ii) that certain Security Agreement, dated as of April 8, 2014, made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, pursuant to the Security Agreement, Jasper Parent LLC; Jasper Merger Sub, Inc.; Nine West Holdings, Inc.; Nine West Jeanswear Holding LLC; Nine West Jeanswear Group, Inc.; Nine West Development LLC; Jones Distribution Corporation; Jones Management Service Company; and Jones Investment Co. Inc. (collectively, the “First Grantors”) and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the First Grantors granted to the Collateral Agent a security interest in and to certain intellectual property of the First Grantors;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 11, 2014, at Reel 5259 and Frame 0096;

WHEREAS, pursuant to the Security Agreement, Nine West Development LLC and One Jeanswear Group Inc. (together, the “Supplemental Grantors”) and the Collateral Agent entered into that certain Trademark Security Agreement Supplement, dated as of July 27, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Trademark Security Agreement Supplement”), whereby the Supplemental Grantors granted to the Collateral Agent a security interest in and to certain intellectual property of the Supplemental Grantors;

WHEREAS, the Trademark Security Agreement Supplement was recorded in the United States Patent and Trademark Office on August 11, 2016, at Reel 5852 and Frame 0965; and

WHEREAS, the Collateral Agent now desires to release its security interest in and to those trademarks and trademark applications identified in Exhibit A attached hereto (the "Specified Trademarks") under the Trademark Security Agreement and Trademark Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreement.

SECTION 2. Release of Grant of Security. The Collateral Agent hereby releases, relinquishes and discharges with respect to each Grantor and hereby reassigns to such Grantors, their successors and permitted assigns, all right, title and interest in and to the Specified Trademarks, together with the goodwill of the business symbolized thereby (collectively, the "Released Collateral"), without representation or warranty of any kind, nature or description.

SECTION 3. Trademark Collateral. For the avoidance of any doubt, the release hereunder is limited solely to the Released Collateral, and nothing contained herein or otherwise shall be deemed a release or termination by the Collateral Agent of any security interest in any other trademarks, trademark applications or other Trademarks granted by Grantors to the Collateral Agent pursuant to the Trademark Security Agreement or the Trademark Security Agreement Supplement, all of which shall continue in full force and effect.

SECTION 4. Recordation. The Collateral Agent hereby authorizes the Grantors or the Grantors' authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.

SECTION 5. Further Assistance. The Collateral Agent agrees to execute and deliver to the Grantors, at the Grantors' expense, all other instruments and other documents as may be reasonably necessary or proper to release the security interest in the Released Collateral.

SECTION 6. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Certain Trademarks and Trademark Applications to be executed as of the date first above written.

**MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent**

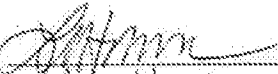
By: 
Name: Lisa Hansen
Title: Authorized Signatory

EXHIBIT A

Trademarks and Trademark Applications:

<u>Mark</u>	<u>Appl'n Date</u>	<u>Appl'n #</u>	<u>Reg'n Date</u>	<u>Reg'n #</u>	<u>Inter. Class</u>	<u>Owner</u>
Enzo Angiolini	February 5, 1985	73/520,872	August 27, 1985	1,356,882	25	Nine West Development LLC
Enzo Angiolini	January 27, 1999	75/628,746	January 18, 2000	2,309,300	35	Nine West Development LLC
Enzo Angiolini	November 1, 1995	75/977,167	December 22, 1998	2,213,513	9	Nine West Development LLC

<u>Mark</u>	<u>Appl'n Date</u>	<u>Appl'n #</u>	<u>Reg'n Date</u>	<u>Reg'n #</u>	<u>Inter. Class</u>	<u>Owner</u>
CIRCA JOAN & DAVID (Stylized)	Jul 16 2003	78/274,847	Oct 20 2009	3,698,960	25	Nine West Development LLC
JOAN & DAVID	Dec 8 2003	78/337,742	May 31 2005	2,957,089	25	Nine West Development LLC
JOAN & DAVID	Aug 23 2004	78/471,989	Nov 1 2005	3,011,194	25	Nine West Development LLC

<u>Mark</u>	<u>Appl'n Date</u>	<u>Appl'n #</u>	<u>Reg'n Date</u>	<u>Reg'n #</u>	<u>Inter. Class</u>	<u>Owner</u>
JOAN & DAVID	Jun 8 2015	86/651,256			14	Nine West Development LLC
JOAN & DAVID	Jun 10 2015	86/657,536			18	Nine West Development LLC