

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598492

| | | | |
|-----------------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GIANNI VERSACE S.R.L. | | 09/18/2020 | Limited Liability Company: ITALY |
| 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: 25 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78793170 | | |
| Serial Number: | 85144352 | | |
| Serial Number: | 87748570 | | |
| Serial Number: | 88464503 | | |
| Serial Number: | 75112541 | | |
| Serial Number: | 74391423 | | |
| Serial Number: | 75098204 | | |
| Serial Number: | 76536034 | | |
| Serial Number: | 74503797 | | |
| Serial Number: | 73158016 | GIANNI VERSACE | |
| Serial Number: | 75064870 | VERSACE | |
| Serial Number: | 74582355 | VERSACE | |
| Serial Number: | 75110711 | VERSACE | |
| Serial Number: | 75864716 | VERSACE | |
| Serial Number: | 85315871 | VERSACE | |
| Serial Number: | 86544785 | VERSACE | |
| Serial Number: | 74598827 | VERSACE BLUE JEANS | |
| Serial Number: | 75519687 | VERSACE JEANS COUTURE | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 76330062 | VERSACE JEANS COUTURE |
| Serial Number: | 74598858 | VERSACE RED JEANS |
| Serial Number: | 75169332 | VERSACE THE DREAMER |
| Serial Number: | 76000074 | VERSUS |
| Serial Number: | 78518310 | VERSUS |
| Serial Number: | 86321572 | VERSUS VERSACE |
| Serial Number: | 88464490 | VERSACE |

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: 8

- source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page1.tif
- source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page2.tif
- source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page3.tif
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- source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 18, 2020 and made by GIANNI VERSACE S.R.L. (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.

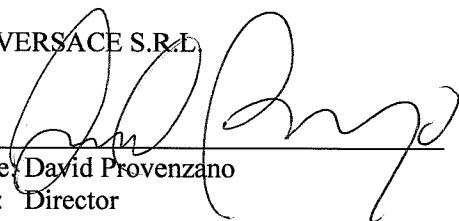
GRANTOR

GIANNI VERSACE S.R.L.

By: _____

Name: David Provenzano

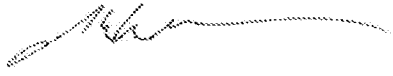
Title: Director

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










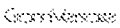
Acknowledged and Agreed:


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> |
|---|-----------------------|-------------------------|-------------------------|--------------------------|
|  | 79030784 | 31/08/2006 | 3,240,150 | 08/05/2007 |
|  | 78793170 | 17/01/2006 | 3782820 | 27/04/2010 |
|  | 85144352 | 04/10/2010 | 3984609 | 28/06/2011 |
|  | 79975011 | 26/05/2005 | 3,199,127 | 16/01/2007 |
|  | 79037766 | 10/10/2006 | 3,453,992 | 24/06/2008 |
|  | 79192783 | 4/3/2016 | 5,253,199 | 1/08/2017 |
|  | 79187227 | 2/11/2015 | 5,173,618 | 4/04/2017 |
|  | 79016809 | 26/05/2005 | 3,194,501 | 2/01/2007 |
|  | 87748570 | 9/01/2018 | 5540330 | 14/08/2018 |
|  | 88464503 | 7/06/2019 | 5937934 | 17/12/2019 |
|  | 75112541 | 31/05/1996 | 2081230 | 22/07/1997 |

| <u>Trademark</u> | <u>Application No</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-----------------------|-------------------------|-------------------------|--------------------------|
|  | 74391423 | 17/05/1993 | 1875093 | 24/01/1995 |
|  | 75098204 | 3/05/1996 | 2078918 | 15/07/1997 |
|  | 76536034 | 28/07/2003 | 2980455 | 2/08/2005 |
|  | 79121680 | 21/09/2012 | 4,460,484 | 4/01/2014 |
|  | 79184268 | 18/08/2015 | 5097932 | 13/03/2016 |
|  | 79106435 | 21/09/2011 | 4,231,976 | 30/10/2012 |
|  | 79030342 | 31/08/2006 | 3,240,148 | 8/05/2007 |
|  | 79041328 | 31/08/2006 | 3,376,284 | 29/01/2008 |
|  | 74503797 | 21/03/1994 | 2022368 | 10/12/1996 |
| DYLAN BLUE | 79191756 | 23/12/2015 | 5,238,681 | 11/07/2017 |
|  | 73158016 | 7/02/1978 | 1123748 | 7/08/1979 |
| PALAZZO EMPIRE | 79187844 | 9/02/2016 | 5,163,597 | 21/03/2017 |

| <u>Trademark</u> | <u>Application No</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------------|-------------------------|-------------------------|--------------------------|
| PALAZZO SULTAN | 79187845 | 9/02/2016 | 5,158,462 | 14/03/2017 |
| VERSACE | 75064870 | 28/02/1996 | 2278257 | 14/09/1999 |
| VERSACE | 74582355 | 5/10/1994 | 2121984 | 16/12/1997 |
| VERSACE | 75110711 | 28/05/1996 | 2190233 | 22/09/1998 |
| VERSACE | 75864716 | 6/12/1999 | 2440541 | 3/4/2001 |
| VERSACE | 85315871 | 09/05/2011 | 4082997 | 10/1/2012 |
| VERSACE | 86544785 | 24/02/2015 | 4948163 | 26/04/2016 |
| VERSACE | Pending application published | N/A | N/A | N/A |
| VERSACE | 79074858 | 3/09/2009 | 3,976,544 | 14/06/2011 |
| VERSACE | 79975265 | 9/11/2010 | 4,398,385 | 10/09/2013 |
| VERSACE | 79095795 | 9/11/2010 | 4,626,622 | 28/10/2014 |
| VERSACE BLUE JEANS | 74598827 | 14/11/1994 | 2053186 | 15/04/1997 |
|  | 79185089 | 30/11/2015 | 5,084,404 | 22/11/2016 |
| VERSACE ESSE | 79244153 | 20/03/2018 | 5,905,720 | 12/11/2019 |
| VERSACE JEANS COUTURE | 75519687 | 8/07/1998 | 2426052 | 6/02/2001 |
| VERSACE JEANS COUTURE | 76330062 | 25/10/2001 | 2798577 | 23/12/2003 |
| VERSACE RED JEANS | 74598858 | 14/11/1994 | 2053187 | 15/04/1997 |
| VERSACE THE DREAMER | 75169332 | 20/09/1996 | 2194621 | 13/10/1998 |
| VERSUS | 76000074 | 14/03/2000 | 2487129 | 11/09/2001 |
| VERSUS | 78518310 | 17/11/2004 | 3243564 | 22/05/2007 |
| VERSUS | 79094078 | 9/11/2010 | 4,123,563 | 12/04/2012 |

| <u>Trademark</u> | <u>Application No</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-----------------------|-------------------------|-------------------------|--------------------------|
|  | 86321572 | 26/06/2014 | 4864033 | 1/12/2015 |
| V | 79125674 | 10/12/2012 | 4,476,530 | 4/02/2014 |
| DYLAN TURQUOISE | 79/282498 | 1/23/2020 | N/A | N/A |
| VERSACE | 88/464490 | 6/7/2019 | 6088586 | 6/30/2020 |
| VERSACE EROS FLAME | 79/261764 | 1/18/2019 | N/A | N/A |
| V | 79/264790 | 2/14/2019 | 6082409 | 6/23/2020 |