

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 2 TO THE TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIANNI VERSACE S.R.L.		12/08/2021	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: 1			
Property Type	Number	Word Mark	
Serial Number:	97017764	V	
CORRESPONDENCE DATA			
Fax Number:	2124920722		
<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:	2123733722		
Email:	rjerry@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Ruel Jerry		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	017373-040		
NAME OF SUBMITTER:	Ruel Jerry		
SIGNATURE:	/Ruel Jerry/		
DATE SIGNED:	12/21/2021		
Total Attachments: 5			
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SUPPLEMENT NO. 2 TO THE
TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 2 (this "Supplement"), dated as of December 8, 2021, to the TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of September 18, 2020, is 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").

Pursuant to the IP Pledge and Security Agreement, Grantor executed and delivered the Trademark 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 Supplement has been executed in conjunction with the security interest granted under the IP Pledge and Security Agreement and the Trademark Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Supplement 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 Supplement 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 Supplement.

(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 SUPPLEMENT 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 Supplement 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 Supplement. Any provision of this Supplement 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 Supplement by its duly authorized representative as of the date first written above.

GRANTOR

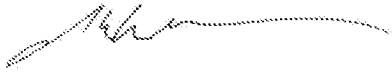
GIANNI VERSACE S.R.L

By:  _____

Name: David Provenzano
Title: Authorized Signatory

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>
V BAROQUE VERSION	97/017764	08/09/2021	N/A	Pending