

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth Cole Productions (LIC), LLC	07/30/2009
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D369467
Patent Number:	7484318
Application Number:	12337789
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	Sidley Austin LLP
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Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-36910
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 4	

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PATENT
REEL: 023044 FRAME: 0052

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 30, 2009 by and from Kenneth Cole Productions (LIC), LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Kenneth Cole Productions, Inc. (the "Borrower"), the Lenders and the Grantee have entered into an Amended and Restated Credit Agreement dated as of July 30, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated as of July 30, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of July 30, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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 Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), 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 Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KENNETH COLE PRODUCTIONS (LIC), LLC

By: KENNETH COLE PRODUCTIONS, INC.
MANAGING MEMBER

By: David P. Edelman
Name: David Edelman
Title: Chief Financial Officer & Treasurer

STATE OF NEW YORK)
NEW YORK COUNTY)

On July 27, 2009, before me, Paul A. Friedman, Notary Public, personally appeared David Edelman, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Paul A. Friedman

Notary Public, State of New York

My Commission Expires: December 24, 2012 ²⁰¹¹

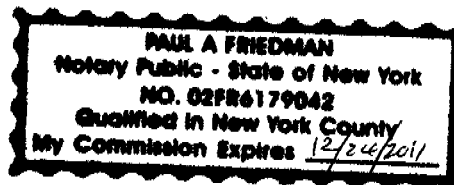


EXHIBIT A**PATENTS**

Doc Number	App Number	Inventors	Assignee	Titles	Filing Date	Issue Date
USD369467	USD24612	Kenneth D. Cole	Kenneth Cole Productions, Inc.	Bag	6/17/1994	5/7/1996
US7484318	US11153947	Wayne Finkelstein	Kenneth Cole Productions (LIC), Inc.	Therapeutic shoe sole design, method for manufacturing the same, and products constructed therefrom	6/15/2005	2/3/2009
N/A	US12337789	Wayne Finkelstein	Kenneth Cole Productions (LIC), Inc.	Therapeutic shoe sole design, method for manufacturing the same, and products constructed therefrom	12/18/2008	N/A

PATENT**REEL: 023044 FRAME: 0057****RECORDED: 08/03/2009**