

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 |
| ST. JOHN KNITS, INC. | 03/03/2010 |
| RECEIVING PARTY DATA | |
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |
| Street Address: | P.O. BOX 2558 |
| City: | HOUSTON |
| State/Country: | TEXAS |
| Postal Code: | 77252-2558 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | D375686 |
| Patent Number: | D417788 |
| CORRESPONDENCE DATA | |
| Fax Number: | (866)826-5420 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 3016380511 |
| Email: | ipresearchplus@comcast.net |
| Correspondent Name: | IP Research Plus, Inc. |
| Address Line 1: | 21 Tadcaster Circle |
| Address Line 2: | Attn: Penelope J.A. Agodoa |
| Address Line 4: | Waldorf, MARYLAND 20602 |
| ATTORNEY DOCKET NUMBER: | 35492 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Total Attachments: 7 source=35492#page1.tif source=35492#page2.tif | |

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PATENT SECURITY AGREEMENT, dated as of March 3, 2010, among ST. JOHN KNITS INTERNATIONAL, INCORPORATED (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Revolving Guarantee and Collateral Agreement dated as of March 3, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, certain of its Subsidiaries identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Revolving Credit Agreement dated as of March 3, 2010 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.


SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the

security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ST. JOHN KNITS INTERNATIONAL,
INCORPORATED,

by



Name: Tammy A. Storino
Title: Executive Vice President-
Finance and Chief Financial Officer

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by



Name: Tammy A. Storino
Title: Executive Vice President-
Finance and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ST. JOHN KNITS INTERNATIONAL,
INCORPORATED,

by

Name:

Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name:

Title:

Eric H. Pratt

Vice President

Schedule I

| <u>Subsidiary Parties</u> |
|---------------------------|
| St. John Knits, Inc. |
| St. John Trademarks, Inc. |
| St. John-Italy, Inc. |
| St. John Apparel, LLC |

Schedule II

I. Patents

| Registered Owner | Title | Registration Number | Expiration Date |
|----------------------|-------------------------|---------------------|-----------------|
| St. John Knits, Inc. | Combined bottle and cap | D375,686 | 11/19/10 |
| St. John Knits, Inc. | Purse Cover | D417,788 | 12/21/13 |

II. Patent Applications

None.

III. Patent Licenses

None.