

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3285892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REED KRAKOFF LLC	03/06/2015
RECEIVING PARTY DATA	
Name:	LELAND INVESTMENTS, INC.
Street Address:	624 CHAIN BRIDGE ROAD
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22101
Name:	REED KRAKOFF ENTERPRISES LLC
Street Address:	40 WEST 25TH STREET
Internal Address:	8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Name:	FEROZ DEWAN
Street Address:	9 WEST 57TH STREET
Internal Address:	35R
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Name:	MITCHELL RALES
Street Address:	2200 PENNSYLVANIA AVENUE, N.W.
Internal Address:	SUITE 800 W
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20037
Name:	T. ROWE PRICE NEW HORIZONS FUND, INC.
Street Address:	100 EAST PRATT STREET
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21202

PATENT

Name:	T. ROWE PRICE U.S. EQUITIES TRUST
Street Address:	100 EAST PRATT STREET
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21202
Name:	T. ROWE PRICE NEW HORIZONS TRUST
Street Address:	100 EAST PRATT STREET
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21202

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	D632603
Patent Number:	D625516
Patent Number:	D676638
Patent Number:	D624311
Patent Number:	D623986
Patent Number:	D642476
Patent Number:	D626330
Patent Number:	D633293

CORRESPONDENCE DATA

Fax Number: (212)262-5152

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: (212) 841-0569

Email: achung@phillipsnizer.com

Correspondent Name: ALEX CHUNG

Address Line 1: 666 FIFTH AVENUE

Address Line 2: PHILLIPS NIZER LLP

Address Line 4: NEW YORK, NEW YORK 10103

NAME OF SUBMITTER:	ALEX CHUNG
SIGNATURE:	/Alex Chung/
DATE SIGNED:	03/27/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

source=Grant of Patent Security Interest#page1.tif

source=Grant of Patent Security Interest#page2.tif

source=Grant of Patent Security Interest#page3.tif

source=Grant of Patent Security Interest#page4.tif

source=Grant of Patent Security Interest#page5.tif

source=Grant of Patent Security Interest#page6.tif

source=Grant of Patent Security Interest#page7.tif

source=Grant of Patent Security Interest#page8.tif

GRANT OF PATENT SECURITY INTEREST

WHEREAS, Reed Krakoff International LLC, a Delaware limited liability company (“**RKI**”) and its subsidiary, Reed Krakoff LLC, a Delaware limited liability company (“**RK**” and together with RKI, the “**Grantor**”), own and use in RKI’s business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, RKI has issued a series of convertible promissory notes, dated as of December 26, 2014 (said promissory notes as they may heretofore have been and as they may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Notes**”) to the lenders listed on Schedule A thereto (“**Lenders**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 26, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among RKI and the Lenders, RKI has created in favor of the Lenders a security interest in, and Lenders have become secured creditors with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by RKI to the Lenders pursuant to the Security Agreement, Grantor hereby grants to the Lenders a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule B annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lenders are the loss payees thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

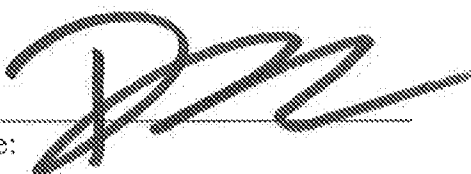
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of this 6th day of March, 2015.

Reed Krakoff International LLC

By: 
Name: _____
Title: _____

Reed Krakoff LLC

By: 
Name: _____
Title: _____

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST

Lenders


Reed Krakoff Enterprises LLC
Leland Investments, Inc.
Mitchell P. Rales
Feroz Dewan
T. Rowe Price New Horizon Funds, Inc.
T. Rowe Price New Horizon Trust
T. Rowe Price U.S. Equities Trust

SCHEDULE B
TO
GRANT OF PATENT SECURITY INTEREST

Transferred Patents

1. United States- "Bag" (Application Number 29/430,959; Application Date 08/31/12)
2. See attached.

Registered Design Records By Country with Drawing

Short Title Type Of Registered Design	Owner Client	Country File Reference	Filing Date Issue Date	Serial No. Issue No.	Status Sub Status	Agent Expiration Date	
Reed Krakoff Jewelry							
Reed Krakoff Jewelry	Reed Krakoff LLC	China	Aug 16 2010	201030277186.8	Registered		
National		37	May 25 2011	ZL201030277186.8			Aug 15 2020
RK Boxer Bag							
RK Boxer Bag	Reed Krakoff LLC	China	Aug 16 2010	201030277130.2	Registered		
National		38	Mar 2 2011	ZL201030277130.2			Aug 15 2020
RK Cut Out Heel							
RK Cut Out Heel	Reed Krakoff LLC	China	Feb 15 2012	201230028542.1	Registered		
National		23	Nov 22 2012	ZL201230028542.1			Feb 15 2022
RK Embossed Tote Bag							
RK Embossed Tote Bag	Reed Krakoff LLC	China	Aug 16 2010	201030277128.5	Registered		
National		40	Feb 9 2011	ZL201030277128.5			Aug 15 2020
RK Hardware Closure							
RK Hardware Closure	Reed Krakoff LLC	China	Aug 16 2010	201030277129.X	Registered		
National		41	Feb 9 2011	ZL201030277129.X			Aug 15 2020
RK Ribbon Bag							
RK Ribbon Bag	Reed Krakoff LLC	China	Aug 16 2010	201030276926.6	Registered		
National		39	Feb 9 2011	ZL201030276926.6			Aug 15 2020
Reed Krakoff Jewelry							
Reed Krakoff Jewelry	Reed Krakoff LLC	Japan	Aug 5 2010	2010-19152	Registered		
National		43	Jan 21 2011	1408027			Jan 21 2031
RK Boxer Bag							
RK Boxer Bag	Reed Krakoff LLC	Japan	Aug 16 2010	2010-19804	Registered		
National		35	Jun 3 2011	1417883			Jun 3 2031
RK Embossed Tote Bag							
RK Embossed Tote Bag	Reed Krakoff LLC	Japan	Aug 16 2010	2010-19806	Registered		
National							

National

34

Jun 3 2011

1417884

Jun 3 2031



RK Hardware Closure

RK Hardware Closure

Reed Krakoff LLC

Japan

Aug 16 2010

201019805

Registered



National

30

Oct 21 2011

1427740

Oct 21 2031

RK Ribbon Bag

RK Ribbon Bag

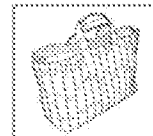
Reed Krakoff LLC

Japan

Aug 16 2010

2010-19803

Registered



National

36

Jun 3 2011

1417882

Jun 3 2031

Reed Krakoff Jewelry

Reed Krakoff Jewelry

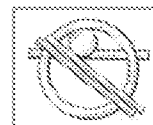
Reed Krakoff LLC

Republic of Korea
(South)

Aug 16 2010

2010-35538

Registered



National

29

Nov 17 2011

300622282

Nov 17 2026

RK Boxer Bag

RK Boxer Bag

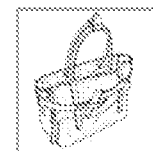
Reed Krakoff LLC

Republic of Korea
(South)

Aug 13 2010

2010-35259

Registered



National

32

Jul 15 2011

30-0606575

Jul 15 2026

RK Embossed Tote Bag

RK Embossed Tote Bag

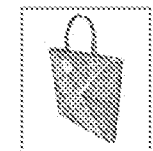
Reed Krakoff LLC

Republic of Korea
(South)

Aug 13 2010

2010-35255

Registered



National

31

Jul 15 2011

30-0606586

Jul 15 2026

RK Hardware Closure

RK Hardware Closure

Reed Krakoff LLC

Republic of Korea
(South)

Aug 13 2010

2010-35257

Registered



National

33

Jul 22 2011

30-0607347

Jul 22 2026

RK Ribbon Bag

RK Ribbon Bag

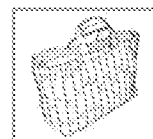
Reed Krakoff LLC

Republic of Korea
(South)

Aug 16 2010

2010-35253

Pending



National

42

Reed Krakoff Jewelry

Reed Krakoff Jewelry

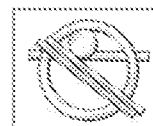
Reed Krakoff LLC

United States of
America

Nov 4 2009

29/346,653

Registered



National

18

Feb 15 2011

D632,603

Feb 15 2025

RK Boxer Bag

RK Boxer Bag

Reed Krakoff LLC


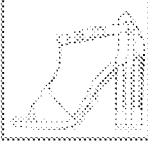



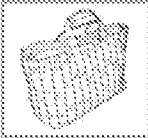

United States of
America

Feb 16 2010

29/355,865

Registered



National		6	Oct 19 2010	D625,516	Oct 19 2024	
RK Cut Out Heel						
RK Cut Out Heel	Reed Krakoff LLC	United States of America	Aug 16 2011	29/374,464	Registered	
National		26	Feb 26 2013	D676,638		
RK Embossed Tote Bag						
RK Embossed Tote Bag	Reed Krakoff LLC	United States of America	Feb 16 2010	29/355,866	Registered	
National		21	Sep 28 2010	D624,311	Sep 28 2024	
RK Hardware Closure						
RK Hardware Closure	Reed Krakoff LLC	United States of America	Feb 16 2010	29/355,867	Registered	
National		14	Sep 21 2010	D623,986	Sep 21 2024	
RK Perfume Bottle						
RK Perfume Bottle	Reed Krakoff LLC	United States of America	Sep 23 2010	29/375,507	Registered	
National		23	Aug 2 2011	D642,476	Aug 2 2025	
RK Ribbon Bag						
RK Ribbon Bag	Reed Krakoff LLC	United States of America	Feb 16 2010	29/355,863	Registered	
National		20	Nov 2 2010	D626,330	Nov 2 2024	
RK Ribbon Satchel						
RK Ribbon Satchel	Reed Krakoff LLC	United States of America	Aug 25 2010	29/368,548	Registered	
National		22	Mar 1 2011	D633,293	Mar 1 2025	
TM Administrator - END OF REPORT					IPPO WebTMS: printed Apr 24 2013 8:49	