

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3288756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
NINE WEST DEVELOPMENT LLC			03/02/2015
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	D716655		
Application Number:	29508107		
CORRESPONDENCE DATA			
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<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>			
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NAME OF SUBMITTER:	MARK LANGER		
SIGNATURE:	/MARK LANGER/		
DATE SIGNED:	03/30/2015		
Total Attachments: 4			
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated as of March 2, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among Nine West Holdings, Inc. (for itself and as successor by merger to Jasper Merger Sub, Inc.), Jasper Parent LLC, the Lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated April 8, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents, including the Patents set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Patent by each Grantor under this Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.


SECTION 5. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

NINE WEST DEVELOPMENT LLC, Grantor

By: 
Name: Christopher R. Cade
Title: Vice President and Treasurer

MORGAN STANLEY SENIOR FUNDING, INC.
as Collateral Agent and Grantee

By: _____
Name:
Title:

RemainCo Term Loan Patent Supplement

Schedule A

REFERENCE#	TITLE	FILED	APPL#	ISSUED	PATENT #	STATUS	PRIORITY
UNITED STATES							
5110	APPLICATOR	2/13/2012	29/413,225	11/4/2014	D716,655	ISSUED I	
5110 USDV1	BOTTLE HAVING APPLICATOR	11/3/2014	29/508,107			PENDING	29/413,225