

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4168574

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE DONNA KARAN COMPANY LLC	12/01/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	270 PARK AVENUE
<b>Internal Address:</b>	ATTN: ABL PORTFOLIO MGR.
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D540531
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)993-9767
<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>	
<b>Phone:</b>	3129932647
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<b>Correspondent Name:</b>	ZEYNEP GIESEKE
<b>Address Line 1:</b>	330 N. WABASH AVENUE, SUITE 2800
<b>Address Line 2:</b>	LATHAM & WATKINS LLP
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60611
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0152
<b>NAME OF SUBMITTER:</b>	ZEYNEP GIESEKE
<b>SIGNATURE:</b>	/ZG/
<b>DATE SIGNED:</b>	12/03/2016
<b>Total Attachments: 5</b>	
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## SUPPLEMENTAL PATENT SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2016, between THE DONNA KARAN COMPANY LLC, a New York limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of the date hereof (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the borrowers from time to time party thereto (the "Borrowers"), the loan guarantors from time to time party thereto (the "Loan Guarantors"; and together with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Patent Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor, as Borrower, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Patent Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### ***Section 2. Grant of Security Interest in Patents***

The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under the Patents, including (a) the Patents listed in Schedule A, in each case whether now owned or hereafter acquired, (b) all inventions and improvements described and claimed therein; (c) all reissues,

divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patent Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner for Patents and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

THE DONNA KARAN COMPANY LLC  
as Grantor

By: Donna Karan International Inc., its Manager

By:   
Name: Wayne Miller  
Title: President

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

By: Donna DiForio  
Name: Donna DiForio  
Title: Authorized Officer

**SCHEDULE A**

**TO**

**SUPPLEMENTAL PATENT SECURITY AGREEMENT**

UNITED STATES PATENT APPLICATIONS AND REGISTRATIONS

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>	<b>Owner</b>
Pair of shoes	29227303	4/8/2005	D540531	4/17/2007	Issued	The Donna Karan Company