

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4498614

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BANK OF AMERICA, N.A.	07/11/2017
RECEIVING PARTY DATA		
Name:	KATE SPADE LLC	
Street Address:	2 PARK AVENUE	
Internal Address:	12TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10016	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	29449690	
Application Number:	29449759	
Application Number:	29449897	
Application Number:	29449850	
Application Number:	29449977	
Patent Number:	D533719	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ebensoul@paulweiss.com, aspoto@paulweiss.com	
Correspondent Name:	ELANA D. BENSOUL	
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP	
Address Line 2:	1285 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10019-6064	
ATTORNEY DOCKET NUMBER:	15325-052	
NAME OF SUBMITTER:	ELANA D. BENSOUL	
SIGNATURE:	/edb/	
DATE SIGNED:	07/11/2017	

Total Attachments: 4

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NOTICE OF RELEASE OF
SECURITY INTEREST IN PATENT RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN PATENT RIGHTS (this "Release"), effective as of July 11, 2017 is made by Bank of America, N.A., a national banking association, in its capacity as administrative agent and collateral agent for the Secured Parties (as defined in the Security Agreement described below), (together with its successors and assigns in such capacity, the "Agent"), in favor of Kate Spade LLC, a Delaware limited liability company (the "Company"), pursuant to the Credit Agreement, dated as of April 10, 2014, by and among Kate Spade & Company, the Lenders, the Agent and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Company and the other grantors party thereto, have executed and delivered (i) a Pledge and Security Agreement, dated as of April 10, 2014, by the Company and the Grantors (as defined therein) in favor of the Agent (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) a Grant of Security Interest in Patent Rights, dated as of April 10, 2014, recorded in the United States Patent and Trademark Office (the "USPTO") on June 10, 2014 at Reel/Frame No. 033123/0641 (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Company pledged and granted to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in all of the Company's Patents, including, without limitation, the Released Patents (defined below);

WHEREAS, the Company has requested that the Agent release any and all right, title and interest it may have in the items set forth on Schedule A attached hereto (the "Released Patents") pursuant to the Patent Security Agreement, and the Agent has agreed to do so; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement and the Patent Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement and the Patent Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby, without representation, warranty or recourse of any kind, release, terminate and discharge its security interest in all of the Company's right, title and interest of every kind and nature in the Released

Patents, and any right, title and interest in, to and under such Released Patents granted under the Patent Security Agreement shall hereby terminate, cease and become void. All right, title and interest of the Company in the Released Patents are hereby reassigned by the Agent to the Company.

SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the USPTO.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Patents and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Patents.

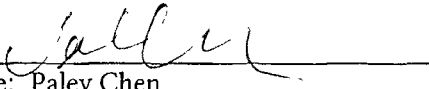
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Paley Chen
Title: Vice President

[Signature Page – Notice of Release of Security Interest in Patent Rights in Favor of Kate Spade LLC]

SCHEDULE A

U.S. Patent Applications and Registrations

Name of Grantor	Patent Description	Application Number	Issue Date	Patent Number
Kate Spade LLC	CLUTCH	29449690		
Kate Spade LLC	HANDBAG	29449759		
Kate Spade LLC	FRAGRANCE BOTTLE and CAP	29449897		
Kate Spade LLC	HANDBAG DESIGN	29449850		
Kate Spade LLC	FRAGRANCE BOTTLE CAP	29449977		
Kate Spade LLC	BAG CLASP (KATE SPADE)	29222591	12/19/2006	D533719