

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. John Knits, Inc.		03/23/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	Bank:

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1364587	MARIE ST. JOHN
Registration Number:	1365683	MARIE ST JOHN
Registration Number:	1993895	GRIFFITH GRAY
Registration Number:	2021184	GRIFFITH GRAY FOR ST. JOHN
Registration Number:	2025894	ST. JOHN BY MARIE GRAY
Registration Number:	2036998	ST. JOHN SPORT BY MARIE GRAY
Registration Number:	2075884	ST. JOHN
Registration Number:	1473087	SJ
Registration Number:	2149518	SJ
Registration Number:	2157293	ST. JOHN
Registration Number:	2194383	ST. JOHN
Registration Number:	2206182	WHITE CAMELLIA
Registration Number:	2211379	SANTANA
Registration Number:	2215531	ST. JOHN

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Registration Number:	2235264	MARIE GRAY
Registration Number:	2246740	ST. JOHN
Registration Number:	2284149	ST. JOHN
Registration Number:	2335722	SJ
Registration Number:	2339298	SJ
Registration Number:	1663493	SJ ST. JOHN
Registration Number:	2523808	ST. JOHN
Registration Number:	2523859	MISS ST. JOHN BY MARIE GRAY
Registration Number:	2528815	ST. JOHN ACCESSORIES
Registration Number:	2529011	ST. JOHN HOME
Registration Number:	1682087	SJ ST. JOHN BOUTIQUES
Registration Number:	2560500	WHITE CAMELLIA
Registration Number:	1686972	SJ
Registration Number:	1693187	ST. JOHN
Registration Number:	2623493	ST. JOHN
Registration Number:	1214122	ST. JOHN
Registration Number:	1241255	ST. JOHN
Registration Number:	1792681	ST. JOHN BY MARIE GRAY
Registration Number:	2764341	SJ
Registration Number:	2772777	ST. JOHN
Registration Number:	2773778	SJ
Registration Number:	2778089	SJ
Registration Number:	2813233	ST. JOHN
Registration Number:	1269332	ST. JOHN
Registration Number:	1301780	ST. JOHN
Registration Number:	1863767	ST. JOHN COLLECTION BY MARIE GRAY
Serial Number:	75409240	ST. JOHN HOME
Serial Number:	75413111	ST. JOHN
Serial Number:	78211882	ST. JOHN SPORT
Serial Number:	78290692	ST. JOHN SPORT
Serial Number:	78290674	ST. JOHN
Serial Number:	78290666	SJ
Serial Number:	78311830	SJ

CORRESPONDENCE DATA

TRADEMARK
REEL: 003081 FRAME: 0674

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/11/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2005, 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 Guarantee and Collateral Agreement dated as of March 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Lenders party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 23, 2005 (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 "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks"); and

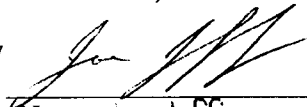
(b) all goodwill associated with or symbolized by the Trademarks.

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 Trademark 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: Joe Joffrion

Title: General Counsel & Secretary

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by



Name: Rlyer Ruppert

Title: CFO

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

by

Name:

Title:

[[NYCORP:2491461:4436W]]

TRADEMARK
REEL: 003081 FRAME: 0678

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: **KATHRYN A. DUNCAN**
Title: **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. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
St. John Knits, Inc.	MARIE ST. JOHN	1364587	08-Oct-2005
St. John Knits, Inc.	MARIE ST. JOHN (Stylized)	1365683	15-Oct-2005
St. John Knits, Inc.	GRIFFITH GRAY & Design	1993895	13-Aug-2006
St. John Knits, Inc.	GRIFFITH GRAY FOR ST. JOHN & Design	2021184	03-Dec-2006
St. John Knits, Inc.	ST. JOHN BY MARIE GRAY	2025894	24-Dec-2006
St. John Knits, Inc.	ST. JOHN SPORT BY MARIE GRAY & Design	2036998	11-Feb-2007
St. John Knits, Inc.	ST. JOHN	2075884	01-Jul-2007
St. John Knits, Inc.	SJ in stylized form (circular device)	1473087	19-Jan-2008
St. John Knits, Inc.	SJ in stylized form (circular device)	2149518	07-Apr-2008
St. John Knits, Inc.	ST. JOHN	2157293	12-May-2008
St. John Knits, Inc.	ST. JOHN	2194383	06-Oct-2008
St. John Knits, Inc.	WHITE CAMELLIA	2206182	24-Nov-2008
St. John Knits, Inc.	SANTANA	2211379	15-Dec-2008
St. John Knits, Inc.	ST. JOHN	2215531	29-Dec-2008
St. John Knits, Inc.	MARIE GRAY	2235264	23-Mar-2009
St. John Knits, Inc.	ST. JOHN	2246740	18-May-2009
St. John Knits, Inc.	ST. JOHN	2284149	05-Oct-2009
St. John Knits, Inc.	SJ in stylized form (circular device)	2335722	28-Mar-2010
St. John Knits, Inc.	SJ in stylized form (circular device)	2339298	04-Apr-2010
St. John Knits, Inc.	SJ ST. JOHN (Stylized)	1663493	05-Nov-2011
St. John Knits, Inc.	ST. JOHN	2523808	01-Jan-2012
St. John Knits, Inc.	MISS ST. JOHN BY MARIE GRAY	2523859	01-Jan-2012
St. John Knits, Inc.	ST. JOHN ACCESSORIES (Stylized)	2528815	15-Jan-2012
St. John Knits, Inc.	ST. JOHN HOME	2529011	15-Jan-2012
St. John Knits, Inc.	SJ ST. JOHN BOUTIQUES (Stylized)	1682087	07-Apr-2012
St. John Knits, Inc.	WHITE CAMELLIA	2560500 - Supp.	09-Apr-2012
St. John Knits, Inc.	SJ in stylized form (circular device)	1686972	12-May-2012
St. John Knits, Inc.	ST. JOHN	1693187	09-Jun-2012
St. John Knits, Inc.	ST. JOHN	2623493	24-Sep-2012
St. John Knits, Inc.	ST. JOHN (Stylized)	1214122	26-Oct-2012
St. John Knits, Inc.	ST. JOHN	1241255	07-Jun-2013
St. John Knits, Inc.	ST. JOHN BY MARIE GRAY	1792681	14-Sep-2013
St. John Knits, Inc.	SJ in stylized form (circular device)	2764341	16-Sep-2013
St. John Knits, Inc.	ST. JOHN	2,772,777	14-Oct-2013

St. John Knits, Inc.	SJ in stylized form (block device)	2773778	14-Oct-2013
St. John Knits, Inc.	SJ in Times Bold Font	2,778,089	28-Oct-2013
St. John Knits, Inc.	ST. JOHN	2813233	10-Feb-2014
St. John Knits, Inc.	ST. JOHN	1269332	06-Mar-2014
St. John Knits, Inc.	ST. JOHN (Stylized)	1301780	23-Oct-2014
St. John Knits, Inc.	ST. JOHN COLLECTION BY MARIE GRAY (Stylized)	1863767	22-Nov-2014

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
St. John Knits, Inc.	ST. JOHN HOME	75/409240	22-Dec-1997
St. John Knits, Inc.	ST. JOHN	75/413111	02-Jan-1998
St. John Knits, Inc.	ST. JOHN SPORT	78/211882	06-Feb-2003
St. John Knits, Inc.	ST. JOHN SPORT	78/290692	21-Aug-2003
St. John Knits, Inc.	ST. JOHN	78/290674	21-Aug-2003
St. John Knits, Inc.	SJ in stylized form (circular device)	78/290666	21-Aug-2003
St. John Knits, Inc.	SJ in stylized form (block device)	78/311830	09-Oct-2003

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	CUTLASS	500024	6 April 2008
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	NATIVE WITH RUM BARREL	736142*	Expired
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	ST. JOHNS	753459*	Expired
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	ST. JOHNS BAY RUM & DESIGN	520484*	Expired
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	ST. JOHNS BAY & SEAL DESIGN	670741	2 December 2008
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	ST. JOHNS & DESIGN	736141*	Expired

St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	ST. JOHNS	735463*	Expired
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	STRAW BOTTLE	731675*	Expired
St. John Knits, Inc.	THE WEST INDIES BAY COMPANY	STRAW BOTTLE	749522	14 May 2013

*This registration was not renewed and is considered to be expired.