

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		06/29/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	KATE SPADE & COMPANY, F/K/A FIFTH & PACIFIC COMPANIES, INC., F/K/A LIZ CLAIBORNE, INC.		
Also Known As:			
Street Address:	2 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85330433	ALL 4 NONE	
Serial Number:	85330427	ALL 4 NONE	
Serial Number:	85330415	ALL FOR NONE	
Serial Number:	85347282	NO MORE	
Serial Number:	85473513	FIFTH & PACIFIC COMPANIES	
Serial Number:	85508114	FIFTH & PACIFIC C O M P A N I E S	
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:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	15325-046		
NAME OF SUBMITTER:	Virginia F. Mann		

CH \$165.00 85330433

SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	06/30/2015
Total Attachments: 4 source=Indenture Bond Release (US Bank) Trademarks - Fifth & Pacific (Execution Version)#page1.tif source=Indenture Bond Release (US Bank) Trademarks - Fifth & Pacific (Execution Version)#page2.tif source=Indenture Bond Release (US Bank) Trademarks - Fifth & Pacific (Execution Version)#page3.tif source=Indenture Bond Release (US Bank) Trademarks - Fifth & Pacific (Execution Version)#page4.tif	

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of June 29, 2015 is made by U.S. Bank National Association, as Collateral Agent (the "Collateral Agent"), in favor of Kate Spade & Company, f/k/a Fifth & Pacific Companies, Inc., f/k/a Liz Claiborne, Inc., a Delaware corporation (the "Company"), pursuant to an indenture dated April 7, 2011 (as amended, restated, supplemented or modified from time to time, the "Indenture") among the Company, Kate Spade LLC and each other Guarantor (as defined in the Indenture), and the Collateral Agent, in which the Issuer has issued to the Holders the 10.5% Senior Secured Notes due 2019 (together with any exchange notes and additional notes, the "Notes") pursuant to the Indenture.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Issuer has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Issuer, the Company and the other grantors party thereto, have executed and delivered a Pledge and Security Agreement, dated as of April 7, 2011, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks in the Trademark Division of the United States Patent and Trademark Office on April 24, 2013 at Reel 5013, Frame 0519 pursuant to the Notice of Grant of Security Interest in Trademark Rights, dated as of April 18, 2013 between the Company and the Collateral Agent; and

WHEREAS, the Collateral 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 Collateral 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 Indenture and Pledge and 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 Pledge and Security Agreement).

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish, terminate in its entirety and discharge its continuing security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the United States Patent and Trademark Office and is subject to the conditions set forth in the Letter Release between the Collateral Agent, U.S. Bank National Association, as Collateral Agent and the Company, dated as of the date hereof. The Indenture and the Pledge and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral 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 Trademarks.

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

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

SCHEDULE A

U.S. Trademark Applications and Registrations

Recorded at Reel: 5013 Frame: 0519

KATE SPADE & COMPANY					
Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
ALL 4 NONE	Filed	85330433	5/25/2011		
ALL 4 NONE	Filed	85330427	5/25/2011		
ALL FOR NONE	Filed	85330415	5/25/2011		
NO MORE	Registered	85347282	6/14/2011	4254756	12/04/2012
FIFTH & PACIFIC COMPANIES	Filed	85473513	11/15/2011		
FIFTH & PACIFIC COMPANIES	Filed	85508114	1/4/2012		