

03-28-2005

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

J Choo (Jersey) Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other foreign corporation

Citizenship (see guidelines) Jersey

Execution Date(s) February 22, 2005

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Royal Bank of Scotland plc

Internal Address: Attention: Jackie Allen

Street Address: 135 Bishopsgate

City: London

State: England

Country: United Kingdom Zip: EC2M 3UR

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other foreign corporation Citizenship Scotland

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76 / 584,967
76 / 584,973

B. Trademark Registration No.(s)

2,641,408

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alexandra J. Sorota

Internal Address: Kronish Lieb Weiner & Hellman LLP

Street Address: 1114 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: (212) 479-6073

Fax Number: (212) 479-6275

Email Address: asorota@kronishlieb.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Alexandra J. Sorota
Signature

3/21/05
Date

Alexandra J. Sorota

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/25/2005 ECOOPER 00000119 76584967

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, J Choo (Jersey) Limited, a company incorporated under the laws of Jersey (registered number 64645) (herein referred to as "Grantor") owns the trademarks listed on Schedule 1 annexed hereto, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor, certain other companies and The Royal Bank of Scotland plc, as security agent for certain lenders and financial institutions (in such capacity, the "Security Agent") have executed that certain Guarantee and Debenture dated December 21, 2004 (as it may be amended, modified, supplemented or restated from time to time, the "Debenture");

WHEREAS, pursuant to the terms of the Debenture, Grantor has assigned and granted to the Security Agent a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademarks and the applications and registrations thereof, to secure the payment, performance and observance of the Secured Obligations (as defined in the Debenture);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further pledge, convey, sell, assign, transfer and set over unto the Security Agent and grants to the Security Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations.

This security interest is granted in conjunction with the security interests granted to the Security Agent pursuant to the Debenture. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Except as provided in the Debenture, Grantee agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, to take any other actions with respect to, any of the Trademarks.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto on the 22 day of February, 2005.

J. CHOO (JERSEY) LIMITED

By: Tamara Mellon
Name: Tamara Mellon
Title: President

SCHEDULE 1 TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

J. Choo (Jersey) Limited – Trademark Applications / Registrations

Registrations

Trademark	Serial No.	Status	Registration No.
JIMMY CHOO in Class 25	75/354,912	Registered 10/29/02	2,641,408

Applications

Trademark	Serial No.	Status	Registration No.
Fan Design in Class 25	76/584,967	Response to Office Action due 4/25/05	
JIMMY CHOO & Design in Class 18	76/584,973	Response to Office Action due 4/26/05	