

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
Kate Spade LLC		01/12/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2871175	JACK SPADE
Registration Number:	2848846	KATE SPADE
Registration Number:	2905861	KATE SPADE
Registration Number:	2848845	KATE SPADE NEW YORK
Registration Number:	2956539	KATE SPADE NEW YORK
Registration Number:	2814770	KS
Registration Number:	2903778	KS 10
Registration Number:	3271494	KATE SPADE NEW YORK
Registration Number:	2918996	KATE SPADE
Registration Number:	2917344	
Registration Number:	3095754	KATE SPADE NEW YORK
Registration Number:	3092920	KATE SPADE NEW YORK
Registration Number:	3311286	KS
Registration Number:	3183504	KATE SPADE BABY

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Registration Number:	2073406	KATE SPADE
Registration Number:	2919490	KATE SPADE
Registration Number:	3139442	KATE SPADE
Registration Number:	2841312	KATE SPADE NEW YORK
Registration Number:	2931300	KATE SPADE NEW YORK
Registration Number:	2768030	
Registration Number:	2446491	KATE SPADE NEW YORK
Registration Number:	2856985	WINTER BLOSSOM
Registration Number:	2898149	CLASSIC PEARLS
Registration Number:	2834353	KS
Registration Number:	2893121	
Registration Number:	2901504	KS
Registration Number:	2578942	KATE SPADE
Registration Number:	2341633	JACK SPADE
Registration Number:	2578940	JACK SPADE
Registration Number:	2064708	KATE SPADE
Registration Number:	2384267	KATE SPADE
Registration Number:	2068911	KATE SPADE
Registration Number:	2522892	KATE SPADE
Registration Number:	2455406	JACK SPADE WARREN STREET NEW YORK
Registration Number:	2724972	KATE SPADE
Registration Number:	2654803	KATE SPADE NEW YORK
Registration Number:	2613247	KATE SPADE NEW YORK
Registration Number:	2537318	KATE SPADE NEW YORK
Registration Number:	2865771	KS
Registration Number:	2767115	KS
Registration Number:	2780578	KS
Registration Number:	2843439	
Registration Number:	2737874	
Registration Number:	2882141	
Registration Number:	2626385	
Registration Number:	2865590	

CORRESPONDENCE DATA

Fax Number: (212)455-2502

TRADEMARK
REEL: 003937 FRAME: 0487

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0696
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/18/2009

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 12, 2009 is made by Kate Spade LLC, a Delaware limited liability company (the “Company”), in favor of JPMorgan Chase Bank, N.A., a National Banking Association, as US Collateral Agent (the “US Collateral Agent”) for the Secured Parties (as defined in the US Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 12, 2009, among the Company, the Borrowers party thereto, JPMorgan Chase Bank, N.A, as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the “Lenders”) and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a US Pledge and Security Agreement, dated as of January 12, 2009, in favor of the US Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “US Security Agreement”);

WHEREAS, pursuant to the US Security Agreement, the Company pledged and granted to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties a continuing security interest in the Trademarks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the US Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the US Security Agreement or the Credit 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 US Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the US Security Agreement and is expressly subject to the terms and conditions thereof. The US Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

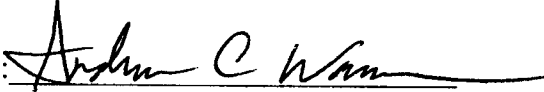
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 12 day of January, 2009.

KATE SPADE LLC, as the Company

By: 

Name: Andrew C. Warren

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as US Collateral Agent for the Secured Parties

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 12 day of January, 2009.

KATE SPADE LLC,
as the Company


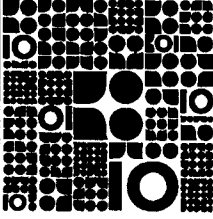

By: _____
Name:
Title:




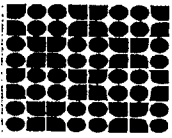
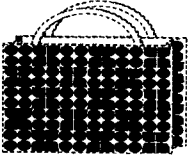
JPMORGAN CHASE BANK, N.A.
as US Collateral Agent for the Secured Parties

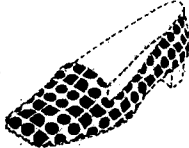



By: [Handwritten Signature]
Name: [Handwritten Name]
Title: [Handwritten Title]

SCHEDULE A




U.S. Trademark Registrations

Trademark	Serial Number/ Registration Number
JACK SPADE	SN:76-530960 RN:2,871,175
KATE SPADE	SN:76-465382 RN:2,848,846
KATE SPADE	SN:76-535011 RN:2,905,861
KATE SPADE NEW YORK	SN:76-465381 RN:2,848,845
KATE SPADE NEW YORK	SN:76-530961 RN:2,956,539
KS (Stylized) 	SN:76-500447 RN:2,814,770
KS 10 and Design 	SN:76-521528 RN:2,903,778
KATE SPADE NEW YORK	SN:78-461367 RN:3,271,494
KATE SPADE KATE SPADE	SN:78-329972 RN:2,918,996
MISCELLANEOUS DESIGN 	SN:78-331344 RN:2,917,344
KATE SPADE NEW YORK <small>KATE SPADE NEW YORK</small>	SN:78-698211 RN:3,095,754
KATE SPADE NEW YORK <small>kate spade NEW YORK</small>	SN:78-633006 RN:3,092,920

Trademark	Serial Number/ Registration Number
KS and Design 	SN:77-090161 RN:3,311,286
KATE SPADE BABY KATE SPADE BABY	SN:78-795157 RN:3,183,504
KATE SPADE and Design 	SN:75-047450 RN:2,073,406
KATE SPADE	SN:76-469959 RN:2,919,490
KATE SPADE	SN:76-469962 RN:3,139,442
KATE SPADE NEW YORK	SN:76-469960 RN:2,841,312
KATE SPADE NEW YORK	SN:76-469961 RN:2,931,300
MISCELLANEOUS DESIGN 	SN:76-975433 RN:2,768,030
KATE SPADE NEW YORK	SN:76-041129 RN:2,446,491
WINTER BLOSSOM	SN:78-229670 RN:2,856,985
CLASSIC PEARLS	SN:78-203142 RN:2,898,149
KS and Design 	SN:78-174669 RN:2,834,353
KS and Design 	SN:78-174847 RN:2,893,121

Trademark	Serial Number/ Registration Number
KS and Design 	SN:78-174868 RN:2,901,504
KATE SPADE	SN:75-250157 RN:2,578,942
JACK SPADE	SN:75-220511 RN:2,341,633
JACK SPADE	SN:75-249603 RN:2,578,940
KATE SPADE	SN:75-047470 RN:2,064,708
KATE SPADE	SN:75-979613 RN:2,384,267
KATE SPADE (Stylized) kate spade	SN:75-047467 RN:2,068,911
KATE SPADE	SN:75-220568 RN:2,522,892
JACK SPADE WARREN STREET NEW YORK	SN:76-069301 RN:2,455,406
KATE SPADE	SN:76-106039 RN:2,724,972
KATE SPADE NEW YORK	SN:76-041126 RN:2,654,803
KATE SPADE NEW YORK	SN:76-041128 RN:2,613,247
KATE SPADE NEW YORK	SN:76-041130 RN:2,537,318
KS	SN:75-889416 RN:2,865,771
KS	SN:75-889417 RN:2,767,115
KS and Design 	SN:76-975635 RN:2,780,578
MISCELLANEOUS DESIGN 	SN:76-212689 RN:2,843,439
MISCELLANEOUS DESIGN 	SN:76-212690 RN:2,737,874

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Trademark	Serial Number/ Registration Number
MISCELLANEOUS DESIGN 	SN:76-212691 RN:2,882,141
MISCELLANEOUS DESIGN 	SN:76-212692 RN:2,626,385
MISCELLANEOUS DESIGN 	SN:76-975866 RN:2,865,590

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