

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ST. JOHN KNITS, INC.		03/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINSTRATIVE AGENT		
Street Address:	P.O. BOX 2558		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77252-2558		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3606401	ST. JOHN	
Registration Number:	3703938	ST. JOHN SPORT	
Registration Number:	3719663	SOCA ST. JOHN	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35493		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 3606401

900156382

**TRADEMARK
 REEL: 004162 FRAME: 0357**

Signature:	/pja/
Date:	03/05/2010
Total Attachments: 7 source=35493#page1.tif source=35493#page2.tif source=35493#page3.tif source=35493#page4.tif source=35493#page5.tif source=35493#page6.tif source=35493#page7.tif	

TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2010, 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 3, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, certain of its Subsidiaries identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of March 3, 2010 (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: Tammy A. Storino
Title: Executive Vice President-
Finance and Chief Financial Officer

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by



Name: Tammy A. Storino
Title: Executive Vice President-
Finance and Chief Financial Officer

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

by

Name:
Title:

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:

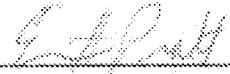
EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

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

by



Name: Eric H. Pratt
Title: Vice President

[[3199941]]

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

Registered Owner	Mark	Registration Number	Next Renewal Due
St. John Knits, Inc.	ST. JOHN	3606401	04/14/14
St. John Knits, Inc.	ST. JOHN SPORT	3703938	11/03/14
St. John Knits, Inc.	SOCA ST. JOHN	3719663	12/01/15

II. Trademark Applications

None.

III. Trademark Licenses

None.