

**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 ADMINISTRATIVE AGENT |
| Street Address: | P.O. 2558  |
| City:           | HOUSTON  |
| State/Country:  | TEXAS  |
| Postal Code:    | 77252-2558   |
| Entity Type:    | Association: UNITED STATES                         |

**PROPERTY NUMBERS Total: 29**

| Property Type        | Number  | Word Mark                         |
|----------------------|---------|-----------------------------------|
| Registration Number: | 1214122 | ST. JOHN                          |
| Registration Number: | 1241255 | ST. JOHN                          |
| Registration Number: | 1301780 | ST. JOHN                          |
| Registration Number: | 1473087 | SJ                                |
| Registration Number: | 1663493 | SJ ST. JOHN                       |
| Registration Number: | 1682087 | SJ ST. JOHN BOUTIQUES             |
| Registration Number: | 1686972 | SJ                                |
| Registration Number: | 1693187 | ST. JOHN                          |
| Registration Number: | 1792681 | ST. JOHN BY MARIE GRAY            |
| Registration Number: | 1863767 | ST. JOHN COLLECTION BY MARIE GRAY |
| Registration Number: | 2075884 | ST. JOHN                          |
| Registration Number: | 2211379 | SANTANA                           |
| Registration Number: | 2235264 | MARIE GRAY                        |
| Registration Number: | 2335722 | SJ                                |

OP \$740.00 1214122

|                      |         |                |
|----------------------|---------|----------------|
| Registration Number: | 2523808 | ST. JOHN       |
| Registration Number: | 2623493 | ST. JOHN       |
| Registration Number: | 2764341 | SJ             |
| Registration Number: | 2773778 | SJ             |
| Registration Number: | 2813233 | ST. JOHN       |
| Registration Number: | 2931734 | ST. JOHN SPORT |
| Registration Number: | 2979161 | ST. JOHN       |
| Registration Number: | 2979162 | ST. JOHN SPORT |
| Registration Number: | 2981228 | ST. JOHN HOME  |
| Registration Number: | 2989859 | ST. JOHN       |
| Registration Number: | 3606401 | ST. JOHN       |
| Registration Number: | 3703938 | ST. JOHN SPORT |
| Registration Number: | 3719663 | SOCA ST. JOHN  |
| Registration Number: | 2772777 | ST. JOHN       |
| Registration Number: | 2778089 | SJ             |

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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: | 35494                |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 03/05/2010           |

Total Attachments: 8  
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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 Revolving 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 Revolving 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,

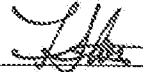
by



\_\_\_\_\_  
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:

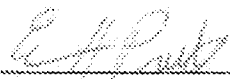
EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO,

by

\_\_\_\_\_  
Name:  
Title:

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

by











  
\_\_\_\_\_  
Name: Eric H. Pratt  
Title: Vice President

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.<br>   |                        | 1214122             | 10/26/12         |
| St. John Knits, Inc.  | ST. JOHN               | 1241255             | 06/07/13         |
| St. John Knits, Inc.<br>   |                        | 1301780             | 10/23/14         |
| St. John Knits, Inc.<br>   |                        | 1473087             | 01/19/18         |
| St. John Knits, Inc.<br>   |                        | 1663493             | 11/05/11         |
| St. John Knits, Inc.<br>   |                        | 1682087             | 04/07/12         |
| St. John Knits, Inc.<br>   |                        | 1686972             | 05/12/12         |
| St. John Knits, Inc.  | ST. JOHN               | 1693187             | 06/09/12         |
| St. John Knits, Inc.  | ST. JOHN BY MARIE GRAY | 1792681             | 09/14/13         |
| St. John Knits, Inc.<br> |                        | 1863767             | 11/22/14         |
| St. John Knits, Inc.  | ST. JOHN               | 2075884             | 07/01/17         |
| St. John Knits, Inc.  | SANTANA                | 2211379             | 12/15/18         |
| St. John Knits, Inc.  | MARIE GRAY             | 2235264             | 03/23/19         |
| St. John Knits, Inc.<br> |                        | 2335722             | 03/28/10         |
| St. John Knits, Inc.  | ST. JOHN               | 2523808             | 01/01/12         |
| St. John Knits, Inc.  | ST. JOHN               | 2623493             | 09/24/12         |
| St. John Knits, Inc.<br> |                        | 2764341             | 09/16/13         |
| St. John Knits, Inc.<br> |                        | 2773778             | 10/14/13         |
| St. John Knits, Inc.  | ST. JOHN               | 2813233             | 02/10/14         |
| St. John Knits, Inc.  | ST. JOHN SPORT         | 2931734             | 03/08/10         |



|                      |                             |         |          |
|----------------------|-----------------------------|---------|----------|
| St. John Knits, Inc. | ST. JOHN                    | 2979161 | 07/26/10 |
| St. John Knits, Inc. | ST. JOHN SPORT              | 2979162 | 07/26/10 |
| St. John Knits, Inc. | ST. JOHN HOME               | 2981228 | 08/02/10 |
| St. John Knits, Inc. | ST. JOHN                    | 2989859 | 08/30/10 |
| 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 |
| St. John Knits, Inc. | ST. JOHN                    | 2772777 | 9/24/12  |
| St. John Knits, Inc. | <b>SJ</b> (Times Bold Font) | 2778089 | 10/14/13 |

II. Trademark Applications

**None.**

III. Trademark Licenses

**None.**