

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		05/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent		
Street Address:	270 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77680021	JACK SPADE	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 251-5194		
Email:	jmull@stblaw.com		
Correspondent Name:	Keren-Siman-Tov		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/0696		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

OP \$40.00 77680021

Date:

05/14/2010

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 6, 2010 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 Second Amended and Restated Credit Agreement, dated as of May 6, 2010, among the Borrowers party thereto, the Company, and the other Loan Parties (as defined therein) from time to time parties 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 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, the Company has executed and delivered the US Pledge and Security Agreement, dated as of January 12, 2009, as amended and reaffirmed by the Reaffirmation Agreement and First Amendment, dated as of May 6, 2010, 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 Secured Parties a continuing security interest in the Trademarks owned by the Company; 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 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 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.

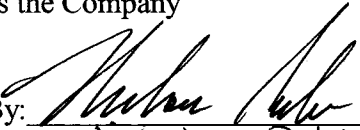
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Agreement, the terms and provisions 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 the date set forth above.

KATE SPADE LLC
as the Company

By: 

Name: Nicholas Rubino

Title: SVP, Chief Legal Officer, General Counsel
& Corporate Secretary

ACKNOWLEDGMENT OF THE COMPANY

STATE OF New York)
) ss
COUNTY OF New York)

On the ____ day of _____, 2010, before me personally came Nicholas Rubino, who is personally known to me to be the ^{SVP, Chief Legal Officer} ~~General Counsel~~ of KATE SPADE LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the ^{SVP, Chief Legal Officer} ~~General Counsel~~ ^{Sec'y} in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Marybell Flores Oro
Notary Public

MARYBELL FLORES ORO
Notary Public - State of New York
No. 01OR6159725
Qualified in New York County
My Comm. Expires Jan. 22, 2011

(PLACE STAMP AND SEAL ABOVE)

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

By: _____
Name: *Scotty*
Title: *Scotty*
Vice President

ACKNOWLEDGMENT OF US COLLATERAL AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 3rd day of May 2010, before me personally came Scott Troy, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

JO ANNE C BARNES
Notary Public - State of New York
NO. 018A6182670
Qualified in Dutchess County
My Commission Expires March 3, 2012

Jo Anne C Barnes

Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications

Trademark	Serial Number
JACK SPADE	SN: 77-680021