

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LUCKY BRAND DUNGAREES, INC.		04/18/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association
Street Address:	150 FOURTH AVE NORTH, 2ND FL.
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	National Association: OHIO

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	4180582	367
Registration Number:	4042168	329
Serial Number:	85299040	LUCKY BABY
Serial Number:	85369375	LUCKY BRAND LIVING LUCKY
Serial Number:	85474385	LUCKY LOTUS BY LUCKY BRAND
Serial Number:	85474195	LUCKY LOTUS BY LUCKY BRAND
Serial Number:	85539755	HOLLYHOCK BY LUCKY BRAND
Serial Number:	85539760	HOLLYHOCK BY LUCKY BRAND
Serial Number:	85622975	RED CLOVER
Serial Number:	85622981	RED CLOVER
Serial Number:	85622986	RED CLOVER
Serial Number:	85622989	RED CLOVER BY LUCKY BRAND
Serial Number:	85623000	RED CLOVER BY LUCKY BRAND
Serial Number:	85623002	RED CLOVER BY LUCKY BRAND

**TRADEMARK**

CH \$515.00 4180582

Serial Number:	85635127	LUCKY BRAND
Serial Number:	85639590	
Serial Number:	85682472	LUCKY BRAND
Serial Number:	85694189	
Serial Number:	85694185	
Serial Number:	85717079	FROM THE CITY TO THE OCEAN

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: dgaier@paulweiss.com, emendes@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

15325-043

NAME OF SUBMITTER:

Danielle L. Gaier

Signature:

/Danielle L. Gaier/

Date:

04/24/2013

**Total Attachments: 5**

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## EXECUTION VERSION

Notwithstanding anything herein to the contrary, the liens and security interests granted to U S Bank National Association, as Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by U S Bank National Association, as Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of April 7, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N A , as the ABL Agent, U S Bank National Association, as Trustee and as Notes Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

### FORM OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 18, 2013 is made by LUCKY BRAND DUNGAREES, INC., a Delaware corporation (the "Grantor"), in favor of U.S. Bank National Association, as Collateral Agent (the "Collateral Agent") on behalf of the holders of the Notes (as defined below) (the "Holders") pursuant to an indenture dated April 7, 2011 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Fifth & Pacific Companies, Inc., a Delaware corporation (the "Company"), each Guarantor (as defined in the Indenture), and U.S. Bank National Association, in its capacity as trustee (the "Trustee"), in which the Company has issued to the Holders the 10.50% Senior Secured Notes due 2019 (together with any exchange notes and additional notes, the "Notes") pursuant to the Indenture.

### W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Company, the Grantor and the other Guarantors have executed and delivered a Pledge and Security Agreement, dated as of April 7, 2011, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, the Company and the Grantor may from time to time following the date of the Indenture may incur Permitted Additional Pari Passu Obligations;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all of its intellectual property, including the Trademarks; and

WHEREAS, the Grantor 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 Collateral Agent to enter into the Indenture and the Holders to purchase the Notes, the Grantor agrees, for the benefit of the 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 Indenture and Pledge and Security 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 Pledge and Security Agreement).

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor'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 Collateral Agent for the benefit of the Secured Parties to secure the prompt and complete payment and performance of the Secured Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Agreement, this Agreement shall not constitute a grant of security interest in any application for a Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and 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 Grantor 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 Indenture and Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and 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]*

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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.

LUCKY BRAND DUNGAREES, INC.



By:

Name: George M. Carrara  
Title: VP, CFO & COO

Notice of Grant of Security Interest in Trademarks

TRADEMARK  
REEL: 005013 FRAME: 0530

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: Wally Jones  
Name: *WALLY JONES*  
Title: *VICE PRESIDENT*

## Schedule A

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
329	United States	Registered	85293159	04/12/2011	4042168	10/18/2011
LUCKY BABY	United States	Filed	85299040	04/19/2011		
367	United States	Registered	85322048	05/16/2011	4180582	07/24/2012
LUCKY BRAND LIVING LUCKY Design	United States	Filed	85369375	07/12/2011		
LUCKY LOTUS BY LUCKY BRAND	United States	Filed	85474385	11/16/2011		
LUCKY LOTUS BY LUCKY BRAND	United States	Filed	85474195	11/16/2011		
HOLLYHOCK BY LUCKY BRAND	United States	Filed	85539755	02/10/2012		
HOLLYHOCK BY LUCKY BRAND	United States	Filed	85539760	02/10/2012		
RED CLOVER	United States	Filed	85622975	05/11/2012		
RED CLOVER	United States	Filed	85622981	05/11/2012		
RED CLOVER	United States	Filed	85622986	05/11/2012		
RED CLOVER BY LUCKY BRAND	United States	Filed	85622989	05/11/2012		
RED CLOVER BY LUCKY BRAND	United States	Filed	85623000	05/11/2012		
RED CLOVER BY LUCKY BRAND	United States	Filed	85623002	05/11/2012		
LUCKY BRAND	United States	Filed	85635127	05/25/2012		
Clover Logo	United States	Filed	85639590	05/30/2012		
LUCKY BRAND	United States	Filed	85682472	07/20/2012		
Clover Leaf Logo (new)	United States	Filed	85694189	08/02/2012		
Clover logo	United States	Filed	85694185	08/02/2012		
FROM THE CITY TO THE OCEAN	United States	Filed	85717079	08/30/2012		