

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
Adelington Design Group, LLC		04/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85499795	ADELINGTON DESIGN GROUP
Serial Number:	85499782	RUE DE FLEUR

CORRESPONDENCE DATA

Fax Number: 2124552502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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

CH \$65.00 85499795

Signature:	/mml/
Date:	04/30/2013
Total Attachments: 5 source=Trademark - Adelington#page1.tif source=Trademark - Adelington#page2.tif source=Trademark - Adelington#page3.tif source=Trademark - Adelington#page4.tif source=Trademark - Adelington#page5.tif	

Notwithstanding anything herein to the contrary, the liens and security interests granted to the US Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the US 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 "Notes Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as Initial ABL Agent, US Bank National Association, as Trustee and as Notes Agent and the Grantors (as defined in the Notes Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Notes Intercreditor Agreement and the terms of this Agreement, the terms of the Notes Intercreditor Agreement shall govern and control.

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 18, 2013 is made by Adelington Design Group, LLC, a Delaware limited liability company ("Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as 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 Third Amended and Restated Credit Agreement, dated as of April 18, 2013 among Fifth & Pacific Companies, Inc. (the "Company"), Kate Spade UK Limited, Kate Spade Canada Inc., JPMorgan Chase Bank, N.A., as Administrative Agent and US Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian 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 Company and other 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 Obligor has executed and delivered an Amended and Restated US Pledge and Security Agreement, dated as of April 18, 2013, 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 Obligor pledged and granted to the US Collateral Agent for the benefit of the Secured Parties a continuing security interest in the Trademarks; and

WHEREAS, the Obligor 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 Company and other Borrowers, the Obligor 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 Obligor 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 such Obligor'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 Obligor 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 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.

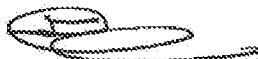
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Agreement, the terms and provisions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

ADELINGTON DESIGN GROUP, LLC



By:

Name: George M. Caccalera  
Title: EVP, CFO & COO

Notice of Grant of Security Interest in Trademarks

TRADEMARK  
REEL: 005018 FRAME: 0183

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

By:   
Name: Scott Troy  
Title: Vice President

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>ADELINGTON DESIGN GROUP, LLC</b>					
<b>Mark Name</b>	<b>Status</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ADELINGTON DESIGN GROUP	Filed	85499795	12/20/2011		
RUE DE FLEUR	Filed	85499782	12/20/2011		