

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
Juicy Couture, Inc.		04/18/2013	CORPORATION: CALIFORNIA
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: 35			
Property Type	Number	Word Mark	
Serial Number:	77855089	BIRD	
Serial Number:	85310983	BIRD 27 BRUTON STREET	
Serial Number:	85311000	BIRD 27 BRUTON STREET	
Serial Number:	85308719	BIRD BRUTON STREET	
Serial Number:	85308741	BIRD BRUTON STREET	
Registration Number:	3912360	BIRD BY JUICY COUTURE	
Registration Number:	3927112	CLUB COUTURE	
Registration Number:	3927113	CLUB COUTURE	
Serial Number:	85215339	COUTURE FOR A CAUSE	
Serial Number:	85597432	COUTURE LA LA	
Serial Number:	85282162	DIRTY ENGLISH	
Registration Number:	4151343	JC	
Registration Number:	4144011	JC	
Registration Number:	4158800	JC	

Registration Number:	4144012	JC
Registration Number:	3762789	JUICY
Registration Number:	3763190	JUICY
Registration Number:	4089128	JUICY COUTURE
Serial Number:	85348378	JUICY COUTURE LUXE ROCKS
Serial Number:	85089889	JUICY COUTURE J ENJOY · YOURSELF · WEAR
Serial Number:	85101876	JUICY GIRL
Serial Number:	85101882	JUICY GIRL
Serial Number:	85101892	JUICY GIRL
Registration Number:	3733004	J
Serial Number:	85858555	JUICY SPORT
Serial Number:	85858553	JUICY SPORT
Serial Number:	85858551	JUICY SPORT
Serial Number:	85858550	JUICY SPORT
Serial Number:	85858548	JUICY SPORT
Serial Number:	85282097	MISS JUICY
Serial Number:	85102004	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101983	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101964	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101938	ENJOY YOURSELF WEAR JUICY J
Serial Number:	85101925	ENJOY YOURSELF WEAR JUICY J

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
Signature:	/mml/
Date:	04/30/2013

TRADEMARK

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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 Juicy Couture, Inc., a California corporation ("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.

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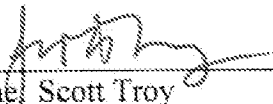
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date set forth above.

JUICY COUTURE, INC.

By: 
Name: George H. Corzcora
Title: EVP, CFO & COO

Notice of Grant of Security Interest in Trademarks

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

JUICY COUTURE, INC.					
Mark Name	Status	Appl. No	Appl. Date	Reg. No.	Reg. Date
BIRD	Filed	77855089	10/22/2009		
BIRD 27 BRUTON STREET	Filed	85310983	5/3/2011		
BIRD 27 BRUTON STREET	Filed	85311000	5/3/2011		
BIRD BRUTON STREET	Filed	85308719	4/29/2011		
BIRD BRUTON STREET	Filed	85308741	4/29/2011		
BIRD BY JUICY COUTURE	Registered	77980986	9/22/2008	3912360	1/25/2011
CLUB COUTURE	Registered	77963701	3/19/2010	3927112	3/1/2011
CLUB COUTURE	Registered	77963735	3/19/2010	3927113	3/1/2011
COUTURE FOR A CAUSE	Filed	85215339	1/11/2011		
COUTURE LA LA	Filed	85597432	4/13/2012		
DIRTY ENGLISH	Filed	85282162	3/31/2011		
JC Crown Design	Registered	85269271	3/17/2011	4151343	5/29/2012
JC Crown Design	Registered	85269297	3/17/2011	4144011	5/15/2012
JC Crown Design	Registered	85269322	3/17/2011	4158800	6/12/2012
JC Crown Design	Registered	85269380	3/17/2011	4144012	5/15/2012
JUICY	Registered	77793043	7/30/2009	3762789	3/23/2010
JUICY	Registered	77812116	8/25/2009	3763190	3/23/2010
JUICY COUTURE	Registered	85298389	4/19/2011	4089128	1/17/2012
JUICY COUTURE LUXE ROCKS	Filed	85348378	6/16/2011		
JUICY COUTURE Scotty Dog Crest	Filed	85089889	7/21/2010		
JUICY GIRL	Filed	85101876	8/6/2010		
JUICY GIRL	Filed	85101882	8/6/2010		
JUICY GIRL	Filed	85101892	8/6/2010		
Juicy J Pocket Design	Registered	77746290	5/28/2009	3733004	12/29/2009
JUICY SPORT	Filed	85858555	2/24/2013		
JUICY SPORT	Filed	85858553	2/24/2013		
JUICY SPORT	Filed	85858551	2/24/2013		
JUICY SPORT	Filed	85858550	2/24/2013		
JUICY SPORT	Filed	85858548	2/24/2013		
MISS JUICY	Filed	85282097	3/31/2011		
Scotty Dog Crest Logo	Filed	85102004	8/6/2010		
Scotty Dog Crest Logo	Filed	85101983	8/6/2010		
Scotty Dog Crest Logo	Filed	85101964	8/6/2010		
Scotty Dog Crest Logo	Filed	85101938	8/6/2010		
Scotty Dog Crest Logo	Filed	85101925	8/6/2010		