

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
Lucky Brand Dungarees, Inc.		04/18/2013	CORPORATION: 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: 30

Property Type	Number	Word Mark
Registration Number:	4113761	181
Registration Number:	4042168	329
Registration Number:	4180582	367
Serial Number:	85270362	CALIFORNIA DREAMIN'
Serial Number:	85694189	
Serial Number:	85639590	
Serial Number:	85694185	
Serial Number:	85717079	FROM THE CITY TO THE OCEAN
Serial Number:	85539755	HOLLYHOCK BY LUCKY BRAND
Serial Number:	85539760	HOLLYHOCK BY LUCKY BRAND
Serial Number:	85299040	LUCKY BABY
Registration Number:	3998150	LUCKY BRAND
Registration Number:	3981713	LUCKY BRAND
Serial Number:	85635127	LUCKY BRAND

CH \$765.00 4113761

Serial Number:	85682472	LUCKY BRAND
Serial Number:	85369375	LUCKY BRAND LIVING LUCKY
Serial Number:	85171610	LUCKY LEGEND
Serial Number:	85171549	LUCKY LEGEND
Serial Number:	85171671	LUCKY LEGEND
Registration Number:	4301800	LUCKY LEGEND
Serial Number:	85174108	LUCKY LEGEND
Serial Number:	85474385	LUCKY LOTUS BY LUCKY BRAND
Serial Number:	85474195	LUCKY LOTUS BY LUCKY BRAND
Registration Number:	3662935	LUCKY SILVER
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

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

Total Attachments: 5
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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 Lucky Brand Dungarees, Inc., a Delaware 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.

[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.

LUCKY BRAND DUNGAREES, INC.

By:

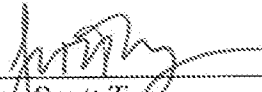


Name: George M. Callahan

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

LUCKY BRAND DUNGAREES, INC.					
Mark Name	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
181	Registered	85099196	8/3/2010	4113761	3/20/2012
329	Registered	85293159	4/12/2011	4042168	10/18/2011
367	Registered	85322048	5/16/2011	4180582	7/24/2012
CALIFORNIA DREAMIN'	Filed	85270362	3/18/2011		
Clover Leaf logo (new)	Filed	85694189	8/2/2012		
Clover Logo	Filed	85639590	5/30/2012		
Clover logo	Filed	85694185	8/2/2012		
FROM THE CITY TO THE OCEAN	Filed	85717079	8/30/2012		
HOLLYHOCK BY LUCKY BRAND	Filed	85539755	2/10/2012		
HOLLYHOCK BY LUCKY BRAND	Filed	85539760	2/10/2012		
LUCKY BABY	Filed	85299040	4/19/2011		
LUCKY BRAND	Registered	85213150	1/7/2011	3998150	7/19/2011
LUCKY BRAND	Registered	85228321	1/27/2011	3981713	6/21/2011
LUCKY BRAND	Filed	85635127	5/25/2012		
LUCKY BRAND	Filed	85682472	7/20/2012		
LUCKY BRAND LIVING LUCKY Design	Filed	85369375	7/12/2011		
LUCKY LEGEND	Filed	85171610	11/8/2010		
LUCKY LEGEND	Filed	85171549	11/8/2010		
LUCKY LEGEND	Filed	85171671	11/8/2010		
LUCKY LEGEND	Registered	85171753	11/8/2010	4301800	3/12/2013
LUCKY LEGEND	Filed	85174108	11/10/2010		
LUCKY LOTUS BY LUCKY BRAND	Filed	85474385	11/16/2011		
LUCKY LOTUS BY LUCKY BRAND	Filed	85474195	11/16/2011		
LUCKY SILVER	Registered	77572114	9/17/2008	3662935	8/4/2009
RED CLOVER	Filed	85622975	5/11/2012		
RED CLOVER	Filed	85622981	5/11/2012		
RED CLOVER	Filed	85622986	5/11/2012		
RED CLOVER BY LUCKY BRAND	Filed	85622989	5/11/2012		
RED CLOVER BY LUCKY BRAND	Filed	85623000	5/11/2012		
RED CLOVER BY LUCKY BRAND	Filed	85623002	5/11/2012		