

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305524

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kate Spade & Company		05/16/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT and Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3307331	@TRACT	
<b>Registration Number:</b>	3426629	AXCESS	
<b>Registration Number:</b>	2993597	AXCESS	
<b>Registration Number:</b>	3994029	IT'S TIME TO TALK	
<b>Registration Number:</b>	1392296	MARVELLA	
<b>Registration Number:</b>	2980070	MARVELLA	
<b>Registration Number:</b>	4254756	NO MORE	
<b>Registration Number:</b>	3967263	OLIVIA STONE	
<b>Registration Number:</b>	3951930	RUBY & MILA	
<b>Registration Number:</b>	3951931	RUBY & MILA	
<b>Registration Number:</b>	828622	ST. AUMONT	
<b>Registration Number:</b>	357174	TRIFARI	
<b>Registration Number:</b>	508951	TRIFARI	
<b>Registration Number:</b>	612161	TRIFARI	
<b>Registration Number:</b>	3690539	UNEXPECTED EXTRAS	
<b>Registration Number:</b>	2274693	VILLAGER	
<b>Registration Number:</b>	2390125	VILLAGER	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 3307331

**Fax Number:** 2124552502

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

**Phone:** (212) 455-2895

**Email:** ksolomon@stblaw.com

**Correspondent Name:** Samantha J. Himelman, Esq.

**Address Line 1:** Simpson Thacher & Bartlett LLP

**Address Line 2:** 425 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/0696
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<b>NAME OF SUBMITTER:</b>	Samantha J. Himelman
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<b>SIGNATURE:</b>	/sjh/
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<b>DATE SIGNED:</b>	05/23/2014
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**Total Attachments: 4**

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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 10, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as Initial ABL Agent, Bank of America, N.A., as Initial Term Loan 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.

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 16, 2014 is made by Kate Spade & Company, a Delaware corporation, ("Grantor") in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and in its capacity as collateral agent for the Secured Parties (as defined in the Security Agreement described below), (together with its successors and assigns in such capacity, the "US Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 16, 2014, among Kate Spade & Company, Kate Spade UK Limited and Kate Spade Canada Inc. (together, the "Borrowers"), the several banks and other financial institutions (the "Lenders"), the Administrative Agent and the other agents party thereto (as amended, restated, amended and restated, 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 Grantor and other Borrowers as set forth therein upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a US Pledge and Security Agreement, dated as of May 16, 2014, in favor of the US Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor 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 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 Lenders to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Grantor agrees, for the benefit of the Secured Parties, as follows:

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 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 Security Agreement).

Grant of Security Interest. The Grantor 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 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 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.

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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

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 Credit Agreement and the 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 Security Agreement, the terms of the Security Agreement shall govern.

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 & COMPANY

By: 

Name: Robert J. Vill

Title: Senior Vice President – Finance and Treasurer

[Signature Page to Short Form Trademark Agreement]

**TRADEMARK**  
**REEL: 005286 FRAME: 0130**

## SCHEDULE A

### U.S. Trademark Applications and Registrations

MarkName	Current Owner	Appl. No	Reg. No.
@TRACT	Kate Spade & Company	78957273	3307331
AXCESS	Kate Spade & Company	77284787	3426629
AXCESS Stylized	Kate Spade & Company	76424236	2993597
IT'S TIME TO TALK	Kate Spade & Company	85206914	3994029
MARVELLA	Kate Spade & Company	73544460	1392296
MARVELLA	Kate Spade & Company	78976147	2980070
NO MORE	Kate Spade & Company	85347282	4254756
OLIVIA STONE	Kate Spade & Company	77922326	3967263
RUBY & MILA	Kate Spade & Company	77911908	3951930
RUBY & MILA	Kate Spade & Company	77911921	3951931
ST. AUMONT	Kate Spade & Company	72245106	828622
TRIFARI	Kate Spade & Company	71401626	357174
TRIFARI & CROWN Design	Kate Spade & Company	71532381	508951
TRIFARI Stylized	Kate Spade & Company	71675448	612161
UNEXPECTED EXTRAS	Kate Spade & Company	77624703	3690539
VILLAGER	Kate Spade & Company	74694810	2274693
VILLAGER	Kate Spade & Company	75196057	2390125