

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kate Spade LLC		05/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT and Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	4045538	ADD A LAYER OF MEANING	
Serial Number:	86064744		
Serial Number:	86064754		
Serial Number:	86064761		
Serial Number:	85858152	JACK SPADE	
Serial Number:	85858173	JACK SPADE	
Registration Number:	2341633	JACK SPADE	
Registration Number:	2578940	JACK SPADE	
Registration Number:	2871175	JACK SPADE	
Registration Number:	3997947	JACK SPADE	
Registration Number:	4435409	JACK SPADE	
Registration Number:	4435408	JACK SPADE	
Registration Number:	4435407	JACK SPADE	
Registration Number:	4442765	JACK SPADE	
Registration Number:	4439105	JACK SPADE	
Registration Number:	4435406	JACK SPADE	
Registration Number:	4435405	JACK SPADE	
Registration Number:	2455406	JACK SPADE WARREN STREET NEW YORK	
Registration Number:	2724972	KATE SPADE	TRADEMARK

CH \$1865.00 4045538

Property Type	Number	Word Mark
Registration Number:	2522892	KATE SPADE
Registration Number:	2064708	KATE SPADE
Registration Number:	2578942	KATE SPADE
Registration Number:	2905861	KATE SPADE
Registration Number:	3139442	KATE SPADE
Registration Number:	2073406	KATE SPADE
Serial Number:	86220373	KATE SPADE & COMPANY
Registration Number:	4158328	KATE SPADE NEW YORK
Registration Number:	2654803	KATE SPADE NEW YORK
Registration Number:	2446491	KATE SPADE NEW YORK
Registration Number:	2537318	KATE SPADE NEW YORK
Registration Number:	2613247	KATE SPADE NEW YORK
Registration Number:	2956539	KATE SPADE NEW YORK
Registration Number:	2931300	KATE SPADE NEW YORK
Registration Number:	3095754	KATE SPADE NEW YORK
Registration Number:	2841312	KATE SPADE NEW YORK
Registration Number:	3955827	KATE SPADE NEW YORK
Registration Number:	4138884	KATE SPADE NEW YORK
Serial Number:	85120071	KATE SPADE NEW YORK
Registration Number:	4158410	KATE SPADE NEW YORK
Registration Number:	4158419	KATE SPADE NEW YORK
Registration Number:	4155479	KATE SPADE NEW YORK
Registration Number:	4155452	KATE SPADE NEW YORK
Registration Number:	4155451	KATE SPADE NEW YORK
Registration Number:	4155450	KATE SPADE NEW YORK
Registration Number:	4155475	KATE SPADE NEW YORK
Registration Number:	4017099	KATE SPADE NEW YORK
Registration Number:	3092920	KATE SPADE NEW YORK
Serial Number:	85542623	KATE SPADE SATURDAY
Registration Number:	4321971	KATE SPADE SATURDAY
Registration Number:	4324773	KATE SPADE SATURDAY
Registration Number:	4321373	KATE SPADE SATURDAY
Registration Number:	4321374	KATE SPADE SATURDAY
Registration Number:	4347349	KATE SPADE SATURDAY
Registration Number:	4335599	KATE SPADE SATURDAY
Registration Number:	4335601	KATE SPADE SATURDAY
Registration Number:	4419051	KATE SPADE SATURDAY
Registration Number:	2068911	KATE SPADE
Registration Number:	3311286	KS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85833663	LIVE COLOR FULLY KATE SPADE NEW YORK
Serial Number:	85542658	LIVE COLORFULLY
Serial Number:	85542676	LIVE COLORFULLY
Registration Number:	4035109	LIVE COLORFULLY
Registration Number:	2865590	
Registration Number:	2626385	
Registration Number:	2814770	KS
Registration Number:	2780578	KS
Registration Number:	2737874	
Registration Number:	2917344	
Registration Number:	2768030	
Registration Number:	2834353	KS
Registration Number:	4381203	SATURDAILY
Registration Number:	3979254	
Registration Number:	4081412	SUPERCALIFRAGILIPSTICK
Registration Number:	3952281	TWIRL

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER:	509265/0696
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	05/23/2014

Total Attachments: 6

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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 LLC, 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 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.

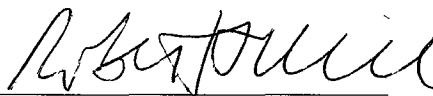
Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which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

By: 

Name: Robert J. Vill

Title: Senior Vice President – Finance and Treasurer

[Signature Page to Short Form Trademark Agreement]

TRADEMARK
REEL: 005286 FRAME: 0137

SCHEDULE A

U.S. Trademark Applications and Registrations

MarkName	Current Owner	Appl. No	Reg. No.
ADD A LAYER OF MEANING	Kate Spade LLC	85298486	4045538
DESIGN ONLY	Kate Spade LLC	86/064744	
DESIGN ONLY	Kate Spade LLC	86/064754	
DESIGN ONLY	Kate Spade LLC	86/064761	
JACK SPADE	Kate Spade LLC	85858152	
JACK SPADE	Kate Spade LLC	85858173	
JACK SPADE	Kate Spade LLC	75220511	2341633
JACK SPADE	Kate Spade LLC	75249603	2578940
JACK SPADE	Kate Spade LLC	76530960	2871175
JACK SPADE	Kate Spade LLC	85209722	3997947
JACK SPADE	Kate Spade LLC	85858169	4435409
JACK SPADE	Kate Spade LLC	85858164	4435408
JACK SPADE	Kate Spade LLC	85858161	4435407
JACK SPADE	Kate Spade LLC	85858160	4442765
JACK SPADE	Kate Spade LLC	85858158	4439105
JACK SPADE	Kate Spade LLC	85858153	4435406
JACK SPADE	Kate Spade LLC	85858151	4435405
JACK SPADE WARREN STREET NEW YORK	Kate Spade LLC	76069301	2455406
KATE SPADE	Kate Spade LLC	76106039	2724972
KATE SPADE	Kate Spade LLC	75220568	2522892
KATE SPADE	Kate Spade LLC	75047470	2064708
KATE SPADE	Kate Spade LLC	75250157	2578942
KATE SPADE	Kate Spade LLC	76535011	2905861
KATE SPADE	Kate Spade LLC	76469962	3139442
KATE SPADE Label Placement Logo	Kate Spade LLC	75047450	2073406
KATE SPADE & COMPANY	Kate Spade LLC	86/220373	
KATE SPADE NEW YORK	Kate Spade LLC	85058706	4158328
KATE SPADE NEW YORK	Kate Spade LLC	76041126	2654803
KATE SPADE NEW YORK	Kate Spade LLC	76041129	2446491
KATE SPADE NEW YORK	Kate Spade LLC	76041130	2537318
KATE SPADE NEW YORK	Kate Spade LLC	76041128	2613247
KATE SPADE NEW YORK	Kate Spade LLC	76530961	2956539
KATE SPADE NEW YORK	Kate Spade LLC	76469961	2931300
KATE SPADE NEW YORK	Kate Spade LLC	78698211	3095754
KATE SPADE NEW YORK	Kate Spade LLC	76469960	2841312

KATE SPADE NEW YORK	Kate Spade LLC	77969578	3955827
KATE SPADE NEW YORK	Kate Spade LLC	85421677	4138884
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85120071	
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85116332	4158410
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85120019	4158419
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85298818	4155479
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85290010	4155452
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85290002	4155451
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85289992	4155450
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85297677	4155475
KATE SPADE NEW YORK and Spade Design	Kate Spade LLC	85120107	4017099
KATE SPADE NEW YORK Stylized	Kate Spade LLC	78633006	3092920
KATE SPADE SATURDAY	Kate Spade LLC	85542623	
KATE SPADE SATURDAY	Kate Spade LLC	85542634	4321971
KATE SPADE SATURDAY	Kate Spade LLC	85088833	4324773
KATE SPADE SATURDAY	Kate Spade LLC	85088791	4321373
KATE SPADE SATURDAY	Kate Spade LLC	85088913	4321374
KATE SPADE SATURDAY	Kate Spade LLC	85395579	4347349
KATE SPADE SATURDAY	Kate Spade LLC	85395668	4335599
KATE SPADE SATURDAY	Kate Spade LLC	85395746	4335601
KATE SPADE SATURDAY	Kate Spade LLC	85399278	4419051
KATE SPADE Stylized	Kate Spade LLC	75047467	2068911
KS Design	Kate Spade LLC	77090161	3311286
LIVE COLOR FULLY KATE SPADE NEW YORK	Kate Spade LLC	85833663	
LIVE COLORFULLY	Kate Spade LLC	85542658	
LIVE COLORFULLY	Kate Spade LLC	85542676	
LIVE COLORFULLY	Kate Spade LLC	85267033	4035109
Noel Logo	Kate Spade LLC	76975866	2865590
Noel Logo	Kate Spade LLC	76212692	2626385
Noel Logo	Kate Spade LLC	76500447	2814770
Noel Logo	Kate Spade LLC	76975635	2780578
Noel Logo	Kate Spade LLC	76212690	2737874
Noel Logo	Kate Spade LLC	78331344	2917344
Noel Logo	Kate Spade LLC	76975433	2768030
Noel Repeat Logo	Kate Spade LLC	78174669	2834353
SATURDAILY	Kate Spade LLC	85708326	4381203
Spade Corner Pocket Logo	Kate Spade LLC	85003113	3979254
SUPERCALIFRAGILIPSTICK	Kate Spade LLC	85975927	4081412

TWIRL	Kate Spade LLC	77969558	3952281
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