

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NINE WEST DEVELOPMENT LLC		09/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86288932	VINTAGE AMERICA BLUES	
Serial Number:	86288966	VINTAGE AMERICA BLUES	
Serial Number:	86289033	VINTAGE AMERICA BLUES	
Serial Number:	86303877	360MEMORY	
Serial Number:	86306806	9	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>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.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	35613/65		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	09/09/2014		

CH \$140.00 86288932

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated September 3, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among Nine West Holdings, Inc. (for itself and as successor by merger to Jasper Merger Sub, Inc.), Jasper Parent LLC, the Lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated April 8, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

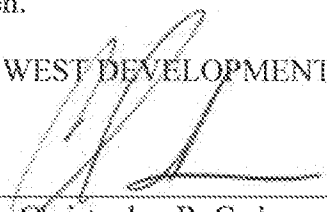
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

NINE WEST DEVELOPMENT LLC, Grantor


By: 
Name: Christopher R. Cade
Title: Vice President and Treasurer

MORGAN STANLEY SENIOR FUNDING, INC.
as Collateral Agent and Grantee

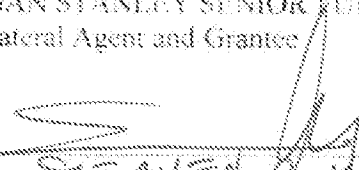
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

NINE WEST DEVELOPMENT L.L.C., Grantor

By: 
Name: Christopher R. Cade
Title: Vice President and Treasurer

MORGAN STANLEY SENIOR FUNDING, INC.
as Collateral Agent and Grantee

By: 
Name: STEPHEN B. MCKEE
Title: VP

Schedule A

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
	VINTAGE AMERICA BLUES and Design	5/22/2014	86/288,932			PENDING	14
	VINTAGE AMERICA BLUES and Design	5/22/2014	86/288,956			PENDING	18
	VINTAGE AMERICA BLUES and Design	5/22/2014	86/289,033			PENDING	25
	360MEMORY	6/9/2014	86/303,877			PENDING	25
	9 HEXAGON & Design	6/11/2014	86/306,806			PENDING	18