

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. CHOO LIMITED		09/18/2020	Private Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	76584967		
Serial Number:	86720286		
Serial Number:	87628369	FEVER	
Serial Number:	86356057	ILLICIT	
Serial Number:	76426351	JIMMY CHOO	
Serial Number:	75354912	JIMMY CHOO	
Serial Number:	85295180	JIMMY CHOO	
Serial Number:	77226312	JIMMY CHOO	
Serial Number:	85365801		
Serial Number:	88161648	URBAN HERO	
Serial Number:	88705598	JC JIMMY CHOO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	skirschenheiter@paulweiss.com, snygren@paulweiss.com, cmannino@paulweiss.com		
Correspondent Name:	Sarah Kirschenheiter		

CH \$290.00 76584967

Address Line 1: Paul Weiss Rifkind Wharton &Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 17373-040

NAME OF SUBMITTER: Sarah Kirschenheiter

SIGNATURE: /Sarah Kirschenheiter/

DATE SIGNED: 09/18/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of September 18, 2020 and made by J. CHOO LIMITED (the “Grantor”) in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined in the Credit Agreement referenced below) (in such capacity, together with its successors and assigns in such capacity, the “Grantee”).

Recitals

The Administrative Agent, MICHAEL KORS (USA), INC., a Delaware corporation, CAPRI HOLDINGS LIMITED, a British Virgin Islands company, the other Borrowers from time to time party thereto, the Grantors from time to time party thereto and the lenders from time to time party thereto have entered into a Second Amendment to Third Amended and Restated Credit Agreement and First Amendment to Third Amended and Restated Guarantee Agreement, dated as of June 25, 2020 (the “Second Amendment”), amending the Third Amended and Restated Credit Agreement, dated as of November 15, 2018 (as amended by the First Amendment, dated as of March 20, 2020 and the Second Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and amending the Third Amended and Restated Guarantee Agreement, dated as of November 15, 2018.

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantors executed and delivered an Intellectual Property Pledge and Security Agreement, dated as of September 18, 2020 (the “IP Pledge and Security Agreement”).

Grantor owns the trademarks listed on Schedule A attached hereto (the “Trademarks”), which Trademarks are registered with or are the subject of applications for registration in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the IP Pledge and Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the IP Pledge and Security Agreement, the provisions of the IP Pledge and Security Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the IP Pledge and Security Agreement.

2. The Security Interest.

(a) This Agreement is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon the occurrence of the Agreement Termination Date, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the IP Pledge and Security Agreement and this Agreement.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, and subject to the Swiss Limitations, a security interest in (other than applications for trademarks or service marks filed in the United States Patent and Trademark Office or any successor office thereto (the "PTO") on the basis of the Grantor's intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO) all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (4) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

4. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms and provisions of the Credit Agreement and the IP Pledge and Security Agreement. In the event of any inconsistency between the provisions of this Agreement and the Credit Agreement or the IP Pledge and Security Agreement with respect to the priority of the Liens created hereby and the rights and remedies of the Administrative Agent, the provisions of the Credit Agreement and/or the IP Pledge and Security Agreement shall supersede the provisions of this Agreement. Any provision of this Agreement to the contrary notwithstanding, the Grantor shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of the Credit Agreement or the IP Pledge and Security Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

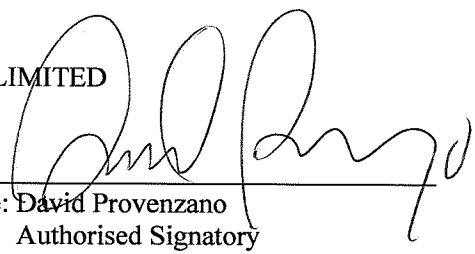
GRANTOR

J. CHOO LIMITED

By: _____

Name: David Provenzano

Title: Authorised Signatory

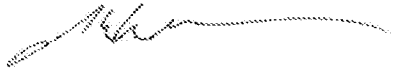
A handwritten signature in black ink, appearing to read 'David Provenzano', is written over a horizontal line. The signature is fluid and cursive.

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007056 FRAME: 0754**

Acknowledged and Agreed:


JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Grantee

By: 
Name: James A. Knight
Title: Executive Director

Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
24:7 ICONS	79154707	30-Apr-2014	4,853,146	17/11/2015
4 Inches	79139925	18-Oct-2013	4,650,917	9/12/2014
CHOO (stylised - 2013 version)	79146324	8-Nov-2013	4,725,785	28/04/2015
CHOO (stylised - 2013 version)	79169567	18-Dec-2014	4,934,632	12/04/2016
CHOO.08 °	79160098	12-Aug-2014	4,857,288	24/11/2015
Fan device	76/584967	2-Apr-2004	3059671	14/02/2006
Fan Device	86/720286	10-Aug-2015	5057325	11/10/2016
FEVER	87/628369	29-Sep-2017	5602871	6/11/2018
I WANT CHOO (stylised)	79278915	9-Jan-2020	N/A	N/A
ILLICIT	86/356057	4-Aug-2014	4937527	12/4/2016
IWANTCHOO	79228795	17-Nov-2017	5,619,727	04/12/2018
JIMMY CHEW	79170565	22-Jan-2015	4,957,921	17/05/2017
JIMMY CHEW	79197866	16-Jun-2016	5,348,201	05/12/2017
JIMMY CHOO	76/426351	1-Jul-2002	2833725	20/04/2004
JIMMY CHOO	75/354912	11-Sep-1997	2641408	29/10/2002
JIMMY CHOO	85/295180	14-Apr-2011	4114064	20/03/2012
JIMMY CHOO	79065142	10-Oct-2008	3,647,933	30/06/2009
JIMMY CHOO & Perfume Pack 2D (colour)	79121517	12-Jul-2012	4,344,898	4/06/2013

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
JIMMY CHOO & Perfume Pack 2D (greyscale)	79121861	12-Jul-2012	4,352,253	18/06/2013
JIMMY CHOO (stylised - 2013 version)	79164357	23-Jan-2015	4,883,643	12/01/2016
JIMMY CHOO (stylised - 2015 version)	79198816	7-Jun-2016	5,234,518	4/07/2017
JIMMY CHOO (stylised - 2015 version)	79207967	18-Jan-2017	5,357,275	19/12/2017
JIMMY CHOO (stylised - 2015 version)	79229917	15-Jan-2018	5,583,050	16/10/2018
JIMMY CHOO (stylised - 2015 version)	79266042	11-Jul-2019	6087784	6/30/2020
JIMMY CHOO (stylised)	77/226312	10-Jul-2007	3491347	26/08/2008
JIMMY CHOO choo.08 ° (logo)	79160638	12-Aug-2014	4,883,579	12/01/2016
JIMMY CHOO FEVER (stylised)	79243375	24-Jul-2018	5,809,387	23/07/2019
JIMMY CHOO SEDUCTION COLLECTION (stylised)	79269668	3-Sep-2019	N/A	N/A
Star device	85/365801	7-Jul-2011	4697892	10/3/2015
URBAN HERO	88/161648	19-Oct-2018	5818456	30/07/2019
CHOO (logo 2018 version)	79249199	8-Oct-2018	5,876,659	8/10/2019
CHOO (logo 2018 version)	79270190	17-Sep-2019	N/A	N/A
JC monogram (Jimmy Choo embedded)	79271027	17-Sep-2019	N/A	N/A
JC monogram (Jimmy Choo embedded)	79262179	11-Jan-2019	6092999	7/7/2020
JC monogram hardware (JIMMY CHOO embedded)	88705598	25-Nov-2019	N/A	N/A
JC monogram with shading (JIMMY CHOO embedded)	79284037	11-Mar-2020	N/A	N/A

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
JC repeating monogram pattern black and grey JIMMY CHOO embedded	79281521	7-Nov-2019	N/A	N/A
FLASH JIMMY CHOO	79127678	29-Aug-2012	4,402,262	17/09/2013
	79133531	10-Jun-2013	4,519,766	29/04/2014
JUSTINE	79125030	10-Sept-2012	4,559,260 ¹	09/09/2014

¹ Grantor intends to allow this trademark registration to lapse.