

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIANNI VERSACE S.R.L.		09/18/2020	Limited Liability Company: ITALY
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: 25			
Property Type	Number	Word Mark	
Serial Number:	78793170		
Serial Number:	85144352		
Serial Number:	87748570		
Serial Number:	88464503		
Serial Number:	75112541		
Serial Number:	74391423		
Serial Number:	75098204		
Serial Number:	76536034		
Serial Number:	74503797		
Serial Number:	73158016	GIANNI VERSACE	
Serial Number:	75064870	VERSACE	
Serial Number:	74582355	VERSACE	
Serial Number:	75110711	VERSACE	
Serial Number:	75864716	VERSACE	
Serial Number:	85315871	VERSACE	
Serial Number:	86544785	VERSACE	
Serial Number:	74598827	VERSACE BLUE JEANS	
Serial Number:	75519687	VERSACE JEANS COUTURE	
TRADEMARK			

CH \$640.00 78793170

Property Type	Number	Word Mark
Serial Number:	76330062	VERSACE JEANS COUTURE
Serial Number:	74598858	VERSACE RED JEANS
Serial Number:	75169332	VERSACE THE DREAMER
Serial Number:	76000074	VERSUS
Serial Number:	78518310	VERSUS
Serial Number:	86321572	VERSUS VERSACE
Serial Number:	88464490	VERSACE

CORRESPONDENCE DATA

Fax Number:

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.

Email: skirschenheiter@paulweiss.com, snygren@paulweiss.com, cmannino@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

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: 8

source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page1.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page2.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page3.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page4.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page5.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page6.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page7.tif
source=13996081_5_Capri - Trademark Secutity Agreement (US) - Gianni Versace S.R.L (Executed)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 18, 2020 and made by GIANNI VERSACE S.R.L. (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.

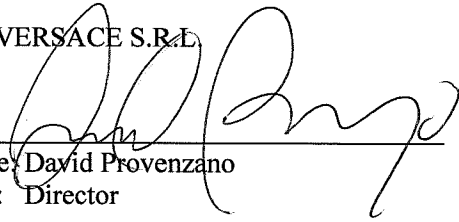
GRANTOR

GIANNI VERSACE S.R.L.

By: _____

Name: David Provenzano

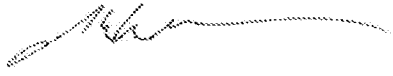
Title: Director

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










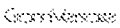
Acknowledged and Agreed:


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>
	79030784	31/08/2006	3,240,150	08/05/2007
	78793170	17/01/2006	3782820	27/04/2010
	85144352	04/10/2010	3984609	28/06/2011
	79975011	26/05/2005	3,199,127	16/01/2007
	79037766	10/10/2006	3,453,992	24/06/2008
	79192783	4/3/2016	5,253,199	1/08/2017
	79187227	2/11/2015	5,173,618	4/04/2017
	79016809	26/05/2005	3,194,501	2/01/2007
	87748570	9/01/2018	5540330	14/08/2018
	88464503	7/06/2019	5937934	17/12/2019
	75112541	31/05/1996	2081230	22/07/1997

<u>Trademark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
	74391423	17/05/1993	1875093	24/01/1995
	75098204	3/05/1996	2078918	15/07/1997
	76536034	28/07/2003	2980455	2/08/2005
	79121680	21/09/2012	4,460,484	4/01/2014
	79184268	18/08/2015	5097932	13/03/2016
	79106435	21/09/2011	4,231,976	30/10/2012
	79030342	31/08/2006	3,240,148	8/05/2007
	79041328	31/08/2006	3,376,284	29/01/2008
	74503797	21/03/1994	2022368	10/12/1996
DYLAN BLUE	79191756	23/12/2015	5,238,681	11/07/2017
	73158016	7/02/1978	1123748	7/08/1979
PALAZZO EMPIRE	79187844	9/02/2016	5,163,597	21/03/2017

<u>Trademark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
PALAZZO SULTAN	79187845	9/02/2016	5,158,462	14/03/2017
VERSACE	75064870	28/02/1996	2278257	14/09/1999
VERSACE	74582355	5/10/1994	2121984	16/12/1997
VERSACE	75110711	28/05/1996	2190233	22/09/1998
VERSACE	75864716	6/12/1999	2440541	3/4/2001
VERSACE	85315871	09/05/2011	4082997	10/1/2012
VERSACE	86544785	24/02/2015	4948163	26/04/2016
VERSACE	Pending application published	N/A	N/A	N/A
VERSACE	79074858	3/09/2009	3,976,544	14/06/2011
VERSACE	79975265	9/11/2010	4,398,385	10/09/2013
VERSACE	79095795	9/11/2010	4,626,622	28/10/2014
VERSACE BLUE JEANS	74598827	14/11/1994	2053186	15/04/1997
	79185089	30/11/2015	5,084,404	22/11/2016
VERSACE ESSE	79244153	20/03/2018	5,905,720	12/11/2019
VERSACE JEANS COUTURE	75519687	8/07/1998	2426052	6/02/2001
VERSACE JEANS COUTURE	76330062	25/10/2001	2798577	23/12/2003
VERSACE RED JEANS	74598858	14/11/1994	2053187	15/04/1997
VERSACE THE DREAMER	75169332	20/09/1996	2194621	13/10/1998
VERSUS	76000074	14/03/2000	2487129	11/09/2001
VERSUS	78518310	17/11/2004	3243564	22/05/2007
VERSUS	79094078	9/11/2010	4,123,563	12/04/2012

<u>Trademark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
	86321572	26/06/2014	4864033	1/12/2015
V	79125674	10/12/2012	4,476,530	4/02/2014
DYLAN TURQUOISE	79/282498	1/23/2020	N/A	N/A
VERSACE	88/464490	6/7/2019	6088586	6/30/2020
VERSACE EROS FLAME	79/261764	1/18/2019	N/A	N/A
V	79/264790	2/14/2019	6082409	6/23/2020