

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Release of Security Interest in Trademark Rights recorded at R/F: 4519/0612 and RF: 5013/0526

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		02/03/2014	NATIONAL ASSOCIATION: OHIO

RECEIVING PARTY DATA

Name:	LUCKY BRAND DUNGAREES, INC.
Street Address:	540 South Santa Fe Avenue
Internal Address:	Legal Dept.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Serial Number:	85099196	181
Serial Number:	77872207	221
Serial Number:	77874607	455
Serial Number:	77874614	487
Serial Number:	75117852	
Serial Number:	75137075	
Serial Number:	75117085	
Serial Number:	77517182	
Serial Number:	77536894	
Serial Number:	77257899	LOVE NOTE
Serial Number:	74384234	
Serial Number:	77153076	LUCKY

CH \$1840.00 85099196

Serial Number:	77151902	LUCKY
Serial Number:	75924261	LUCKY BRAND
Serial Number:	75852779	LUCKY BRAND
Serial Number:	76282385	LUCKY BRAND
Serial Number:	76304138	LUCKY BRAND
Serial Number:	74082798	LUCKY BRAND
Serial Number:	75977217	LUCKY BRAND
Serial Number:	77068530	LUCKY BRAND
Serial Number:	77182493	LUCKY BRAND
Serial Number:	77299071	LUCKY BRAND
Serial Number:	85213150	LUCKY BRAND
Serial Number:	85228321	LUCKY BRAND
Serial Number:	75030041	LUCKY BRAND DUNGAREES
Serial Number:	75118448	LUCKY BRAND DUNGAREES OF AMERICA TOO TOU
Serial Number:	78513557	LUCKY BRAND JEANS
Serial Number:	77254756	
Serial Number:	78833361	LUCKY KID
Serial Number:	78923501	LUCKY KID
Serial Number:	78979507	LUCKY KID
Serial Number:	77372213	LUCKY LEGEND
Serial Number:	85171610	LUCKY LEGEND
Serial Number:	85171549	LUCKY LEGEND
Serial Number:	85171671	LUCKY LEGEND
Serial Number:	85171753	LUCKY LEGEND
Serial Number:	85174108	LUCKY LEGEND
Serial Number:	75450495	LUCKY ME
Serial Number:	78972420	LUCKY NUMBER 6 LUCKY
Serial Number:	77572114	LUCKY SILVER
Serial Number:	75117086	LUCKY YOU
Serial Number:	74267253	LUCKY YOU
Serial Number:	74384152	LUCKY YOU
Serial Number:	76046470	LUCKY YOU LUCKY BRAND
Serial Number:	76084522	LUCKY YOU LUCKY BRAND
Serial Number:	77517769	
Serial Number:	78976550	RN#80318

	75340734	THE LUCKY BRAND FOUNDATION MAKING A DIFF
Serial Number:	77081130	YOUR NEIGHBORHOOD JEAN STORE
Serial Number:	78251335	LUCKY GIRLS
Serial Number:	77975131	LUCKY HOUND
Serial Number:	85270362	CALIFORNIA DREAMIN'
Serial Number:	77257836	DENIM HIGHWAY
Serial Number:	85293159	329
Serial Number:	85322048	367
Serial Number:	85694189	
Serial Number:	85639590	
Serial Number:	85694185	
Serial Number:	85717079	FROM THE CITY TO THE OCEAN
Serial Number:	85299040	LUCKY BABY
Serial Number:	85635127	LUCKY BRAND
Serial Number:	85682472	LUCKY BRAND
Serial Number:	85474385	LUCKY LOTUS BY LUCKY BRAND
Serial Number:	85474195	LUCKY LOTUS BY LUCKY BRAND
Serial Number:	85369375	LUCKY BRAND LIVING LUCKY
Serial Number:	85622975	RED CLOVER
Serial Number:	85622981	RED CLOVER
Serial Number:	85622986	RED CLOVER
Serial Number:	85622989	RED CLOVER BY LUCKY BRAND
Serial Number:	85623000	RED CLOVER BY LUCKY BRAND
Serial Number:	85623002	RED CLOVER BY LUCKY BRAND
Serial Number:	85539755	HOLLYHOCK BY LUCKY BRAND
Serial Number:	85539760	HOLLYHOCK BY LUCKY BRAND

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: dgaier@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

15325-040

TRADEMARK
REEL: 005207 FRAME: 0418

	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	02/03/2014
Total Attachments: 7 source=Release (US Bank) Trademarks (Fully Executed)#page1.tif source=Release (US Bank) Trademarks (Fully Executed)#page2.tif source=Release (US Bank) Trademarks (Fully Executed)#page3.tif source=Release (US Bank) Trademarks (Fully Executed)#page4.tif source=Release (US Bank) Trademarks (Fully Executed)#page5.tif source=Release (US Bank) Trademarks (Fully Executed)#page6.tif source=Release (US Bank) Trademarks (Fully Executed)#page7.tif	

EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of February 3, 2014 is made by U.S. Bank National Association, as Collateral Agent (the "Collateral Agent"), in favor of Lucky Brand Dungarees, Inc., a Delaware corporation (the "Company"), pursuant to an indenture dated April 7, 2011 (as amended, restated, supplemented or modified from time to time, the "Indenture") among the Company, each Guarantor (as defined in the Indenture), and the Collateral Agent, in which the Company has issued to the Holders the 10.5% Senior Secured Notes due 2019 (together with any exchange notes and additional notes, the "Notes") pursuant to the Indenture.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Company and the other grantors party thereto, have executed and delivered in favor of the Collateral Agent (i) a Pledge and Security Agreement, dated as of April 7, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), (ii) a Notice of Grant of Security Interest in Trademark Rights, dated as of April 7, 2011, recorded in the United States Patent and Trademark Office (the "USPTO") on April 12, 2011 at Reel/Frame No. 4519/0612 and (iii) a Notice of Grant of Security Interest in Trademark Rights, dated as of April 18, 2013, recorded in the USPTO on April 24, 2013 at Reel/Frame No. 5013/0526 ((ii) and (iii) being the "Notices" and together with the Pledge and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Company pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, Fifth & Pacific Companies, Inc. has agreed to dispose of all the issued and outstanding stock of the Company under that certain Stock Purchase Agreement, dated as of December 10, 2013, by and between LBD Acquisition Company, LLC, a Delaware limited liability company and Fifth & Pacific Companies, Inc., a Delaware corporation (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Company has requested that the Collateral Agent release any and all right, title and interest it may have in the Released Trademarks pursuant to the Security Agreements, and the Collateral Agent has agreed to do so; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

Doc#: US1:9090987v8

**TRADEMARK
REEL: 005207 FRAME: 0420**

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and Security Agreements, 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 Agreements).

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish, terminate in its entirety and discharge its continuing security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the USPTO and is subject to the conditions set forth in the Letter Release among U.S. Bank National Association, as Collateral Agent, Fifth & Pacific Companies, Inc., the Company and certain other persons dated the date hereof. The Indenture and the Pledge and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of Lucky Brand Dungarees, Inc.]

TRADEMARK
REEL: 005207 FRAME: 0422

SCHEDULE A

U.S. Trademark Applications and Registrations

Security Interest at Reel/Frame No. 4519/0612

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
181	Lucky Brand Dungarees, Inc.	Registered	25	85099196	4113761
221	Lucky Brand Dungarees, Inc.	Registered	25	77872207	3865742
455	Lucky Brand Dungarees, Inc.	Registered	25	77874607	3901798
487	Lucky Brand Dungarees, Inc.	Registered	25	77874614	3901799
Clover (Pocket Interior) Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	25	75117852	2129881
Clover (Zipper Pull) Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	25	75137075	2113726
Clover Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	25	75117085	2400358
Clover Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	14	77517182	3693776
Lola Pocket Design Only	Lucky Brand Dungarees, Inc.	Registered	25	77536894	3522929
LOVE NOTE	Lucky Brand Dungarees, Inc.	Registered	35	77257899	3418018
LUCK YOU Fly Label Design Only	Lucky Brand Dungarees, Inc.	Registered	25	74384234	2050091
LUCKY	Lucky Brand Dungarees, Inc.	Registered	25	77153076	3417110
LUCKY and Yin Yang Heart Design	Lucky Brand Dungarees, Inc.	Registered	25	77151902	3517270
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	75924261	3104220
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	75852779	2795162
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	35	76282385	2655004
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	76304138	2725491
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	74082798	1646123
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	9	75977217	2756608
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	14	77068530	3407935
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	77182493	3699407

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	14	77299071	3506278
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	18	85213150	3998150
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	85228321	3981713
LUCKY BRAND DUNGAREES	Lucky Brand Dungarees, Inc.	Registered	35	75030041	2686829
LUCKY BRAND DUNGAREES OF AMERICA TOO TOUGH TO DIE & DESIGN	Lucky Brand Dungarees, Inc.	Registered	25	75118448	2158107
LUCKY BRAND JEANS	Lucky Brand Dungarees, Inc.	Registered	35	78513557	3041039
LUCKY Fortune Cookie Design Only	Lucky Brand Dungarees, Inc.	Registered	25	77254756	3483612
LUCKY KID	Lucky Brand Dungarees, Inc.	Registered	35	78833361	3500183
LUCKY KID	Lucky Brand Dungarees, Inc.	Filed	18	78923501	
LUCKY KID	Lucky Brand Dungarees, Inc.	Registered	25	78979507	3387018
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Registered	25	77372213	3775279
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Filed	18	85171610	
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Filed	14	85171549	
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Filed	9	85171671	
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Registered	35	85171753	4301800
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Filed	3	85174108	
LUCKY ME	Lucky Brand Dungarees, Inc.	Registered	25	75450495	2469997
LUCKY NUMBER 6 LUCKY LYO & Design	Lucky Brand Dungarees, Inc.	Registered	3	78972420	3265128
LUCKY SILVER	Lucky Brand Dungarees, Inc.	Registered	14	77572114	3662935
LUCKY YOU	Lucky Brand Dungarees, Inc.	Registered	25	75117086	2306342
LUCKY YOU	Lucky Brand Dungarees, Inc.	Registered	25	74267253	1739962
LUCKY YOU & Fly Label Design	Lucky Brand Dungarees, Inc.	Registered	25	74384152	1886118
LUCKY YOU LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	3	76046470	2583368

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
LUCKY YOU LUCKY BRAND & Design	Lucky Brand Dungarees, Inc.	Registered	3	76084522	2724936
Peace Sign Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	14	77517769	3628597
RN#80318	Lucky Brand Dungarees, Inc.	Registered	25	78976550	3051792
THE LUCKY BRAND FOUNDATION MAKING DIFFERENCE NOW & DESIGN	Lucky Brand Dungarees, Inc.	Registered	36	75340734	2271432
YOUR NEIGHBORHOOD JEAN STORE	Lucky Brand Dungarees, Inc.	Registered	35	77081130	3301264
LUCKY GIRLS	Lucky Brand Dungarees, Inc.	Registered	18	78251335	3378468
LUCKY HOUND	Lucky Brand Dungarees, Inc.	Registered	18	77975131	3379267
CALIFORNIA DREAMIN'	Lucky Brand Dungarees, Inc.	Filed	25	85270362	
DENIM HIGHWAY	Lucky Brand Dungarees, Inc.	Registered	35	77257836	3494965

Security Interest at Reel/Frame No. 5013/0526

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
329	Lucky Brand Dungarees, Inc.	Registered	25	85293159	4042168
367	Lucky Brand Dungarees, Inc.	Registered	25	85322048	4180582
Clover Leaf logo (new) Design Only	Lucky Brand Dungarees, Inc.	Filed	9	85694189	4401480
Clover logo Design Only	Lucky Brand Dungarees, Inc.	Registered	14	85639590	4370902
Clover logo Design Only	Lucky Brand Dungarees, Inc.	Filed	18	85694185	
FROM THE CITY TO THE OCEAN	Lucky Brand Dungarees, Inc.	Filed	25	85717079	
LUCKY BABY	Lucky Brand Dungarees, Inc.	Filed	25	85299040	
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	9	85635127	4363447
LUCKY BRAND	Lucky Brand	Filed	24	85682472	

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
	Dungarees, Inc.				
LUCKY LOTUS BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	18	85474385	
LUCKY LOTUS BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	25	85474195	
LUCKY BRAND LIVING LUCKY & Design	Lucky Brand Dungarees, Inc.	Filed	3	85369375	
RED CLOVER	Lucky Brand Dungarees, Inc.	Filed	25	85622975	
RED CLOVER	Lucky Brand Dungarees, Inc.	Filed	18	85622981	
RED CLOVER	Lucky Brand Dungarees, Inc.	Filed	14	85622986	
RED CLOVER BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	14	85622989	
RED CLOVER BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	18	85623000	
RED CLOVER BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	25	85623002	
HOLLYHOCK BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	25	85539755	
HOLLYHOCK BY LUCKY BRAND	Lucky Brand Dungarees, Inc.	Filed	18	85539760	