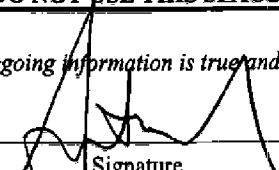


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): G+G Retail, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: The CIT Group/Business Credit, Inc. Internal Address: 1211 Avenue of Americas Street Address: City: New York State: NY Zip: 10036 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - New York <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: March 12, 2004	4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/453640; 76/453641; 76453639 B. Trademark Registration No.(s) 1285656; 1412422; 1352935; 1477210; 1480207; 1371904 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022	6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41)..... \$ 240.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500675 - Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Santo Manna, Esq. <hr/> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> March 30, 2004 <hr/> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 10 </div>		

CH \$240.00 500675 76453640

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, G+G Retail, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of March 12, 2004 (the "Security Agreement"), in favor of The CIT Group/Business Credit, Inc., as revolving A collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 12, 2004.

G+G RETAIL, INC.

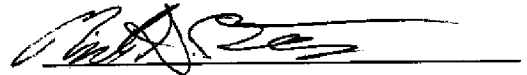
By: 
Name: Michael Kaplan
Title: Chief Financial Officer

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 12th day of March, 2004, before me personally came Michael Kaplan, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the C.F.O. of G+G Retail, Inc, a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of G+G Retail, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



MICHAEL S. BETTS
Notary Public, State of New York
No. 01BE609798
Qualified in New York County
Commission Expires Nov. 6, 2007

TRADEMARK
REEL: 002830 FRAME: 0725

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by G+G Retail, Inc.

Intellectual Property

<u>Trademarks:</u>	<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
	G+G Retail, Inc.	United States	AMERICAN and DESIGN	HIGH 1480207	July 13, 1987	March 8, 1988	The Group/Business Credit, Inc. ("CIT")
	G+G Retail, Inc.	United States	AMERICAN (STYLIZED)	HIGH 1477210	July 13, 1987	February 16, 1988	CIT
	G+G Retail, Inc.	United States	IN CHARGE and DESIGN	and 1412422	February 28, 1986	October 7, 1986	CIT
	G+G Retail, Inc.	United States	CLOTHESETERJA and DESIGN	1371904	April 1, 1985	November 19, 1985	CIT
	G+G Retail, Inc.	United States	AMERICAN and DESIGN	HIGH 1352935	March 14, 1984	August 6, 1985	CIT
	G+G Retail, Inc.	United States	G + G (Stylized)	1285656	May 9, 1983	July 10, 1984	CIT
	G+G Retail, Inc.	United States	SHOP COOL SAVE BIG.	... 76453640	September 30, 2002	N/A	
	G+G Retail, Inc.	United States	SHOP COOL BIG	SAVE 76453641	September 30, 2002	N/A	
	G+G Retail, Inc.	United States	SHOP COOL. BIG	SAVE 76453639	September 30, 2002	N/A	
	G+G Retail, Inc.	Great Britain	AMERICAN HIGH	1204726	N/A	October 6, 2004	
	G+G Retail, Inc.	Hong Kong	AMERICAN HIGH	B2432/1489	N/A	May 26, 2008	
	G+G Retail, Inc.	Italy	AMERICAN HIGH	457979	N/A	October 14, 2003*	
	G+G Retail, Inc.	Hong Kong	RAVE	B3812/1998	N/A	May 26, 2008	

International

* Refiled October 10, 2003