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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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.

☐ Individual(s) ☐ Association
☒ Corporation - **Delaware**
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: **Madeleine L.L.C.**
Internal Address: **299 Park Avenue, 22nd Floor**
Street Address:
City: **New York** State: **NY** Zip: **10171**
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☒ Corporation - **New York Limited Liability Company**
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement
☐ Change of Name
☐ 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 ☐ Yes ☒ 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**
☐ Enclosed
☒ 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.
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.

Santo Manna, Esq.		March 30, 2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 10

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

CH $240.00 500675 76453640

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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 Madeleine L.L.C., as revolving B 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. 01BE6099798
Qualified in New York County
Commission Expires Nov. 6, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

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

Intellectual Property

Trademarks:

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
G+G Retail, Inc.	United States	AMERICAN HIGH and DESIGN	1480207	July 13, 1987	March 8, 1988	The CIT Group/Business Credit, Inc. ("CIT")
G+G Retail, Inc.	United States	AMERICAN HIGH (STYLIZED)	1477210	July 13, 1987	February 16, 1988	CIT
G+G Retail, Inc.	United States	IN CHARGE and DESIGN	1412422	February 28, 1986	October 7, 1986	CIT
G+G Retail, Inc.	United States	CLOTHESETERIA and DESIGN	1371904	April 1, 1985	November 19, 1985	CIT
G+G Retail, Inc.	United States	AMERICAN HIGH and DESIGN	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 SAVE BIG	76453641	September 30, 2002	N/A	
G+G Retail, Inc.	United States	SHOP COOL. SAVE BIG	76453639	September 30, 2002	N/A	
		International				
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	

* Refiled October 10, 2003

SCHULTE ROTH & ZABEL LLP

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To	Company	Fax No.	Confirmation No.
Assignment Division	USPTO	(703) 306-5995	(703) 308-9726

FROM:	Santo Manna, Esq.	**DATE:**	April 14, 2004
DIRECT DIAL:	(212) 756-2586	**Number of Pages:**	7 (Including Cover Page)
Number of Cover Sheets:			
FILE NO.:	014951/0116		

Additional Message:

Please record the attached document with the U.S. Patent and Trademark Office. If you have any questions, please call Santo Manna at the telephone number listed above.

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