

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZ3, Inc.		11/30/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	MLA Multibrand Holdings, Inc.
Street Address:	2761 Fruitland Avenue
City:	Vernon
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1939918	BC BG
Registration Number:	2162708	BC BG
Registration Number:	2166425	BC BG
Registration Number:	2229364	BC BG
Registration Number:	2408974	BC BG
Registration Number:	2160919	BC BG MAX AZRIA
Registration Number:	2162709	BC BG MAX AZRIA
Registration Number:	2229365	BC BG MAX AZRIA
Registration Number:	2229366	BC BG MAX AZRIA
Registration Number:	2872074	BCBG
Registration Number:	2581591	BCBG
Serial Number:	78455976	BCBG ATTITUDE
Registration Number:	2581590	BCBG MAX AZRIA
Registration Number:	2362512	BCBG MAX AZRIA
Serial Number:	78181772	BCBGIRLS

CH \$615.00 1939918

Registration Number:	2622150	BCBGIRLS
Registration Number:	2754256	BCBGIRLS
Serial Number:	78303559	BCBGUYS
Registration Number:	2285116	MAXIME
Registration Number:	1747190	PARALLEL
Serial Number:	78325806	PARALLEL
Registration Number:	1401347	TO THE MAX
Registration Number:	2062875	HERVE LEGER PARIS
Registration Number:	2090637	HERVE LEGER

CORRESPONDENCE DATA

Fax Number: (212)894-5663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-940-8663
Email: simon.bock@kmzr.com
Correspondent Name: Katten Muchin Zavis Rosenman
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	310549-00001
NAME OF SUBMITTER:	Simon Bock

Total Attachments: 6
source=Grant of Security Interest in Trademarks by AZ3 - Page1#page1.tif
source=Grant of Security Interest in Trademarks by AZ3 - Page2#page1.tif
source=Grant of Security Interest in Trademarks by AZ3 - Page3#page1.tif
source=Grant of Security Interest in Trademarks by AZ3 - Page4#page1.tif
source=Grant of Security Interest in Trademarks by AZ3 - Page 5#page1.tif
source=Grant of Security Interest in Trademarks by AZ3 - Page 6#page1.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of November 30, 2004, is made between AZ3, Inc., a Delaware corporation, having a place of business at 2761 Fruitland Avenue, Vernon, California 90058 ("Grantor") and MLA Multibrand Holdings, Inc., a Delaware corporation, having a place of business at 2761 Fruitland Avenue, Vernon, California 90058 ("Secured Party");

WHEREAS, Grantor is the owner of the Trademarks and Trademark registrations identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Grantor is obligated to Secured Party under the terms of a certain Capital Contribution Agreement among Grantor and Secured Party dated as of November 30, 2004 (the "CCA");

NOW THEREFORE, pursuant to and in accordance with the terms of the CCA and in order to induce the Secured Party to enter into the CCA, Grantor does hereby grant Secured Party a security interest in all Grantor's right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

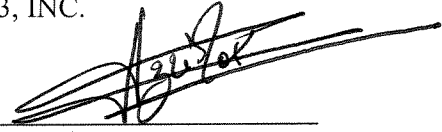
Grantor hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred.

Grantor does hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the foregoing security interest in the Trademarks made and granted hereby are more fully set forth in the CCA, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the CCA.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks this 30th day of November, 2004

AZ3, INC.

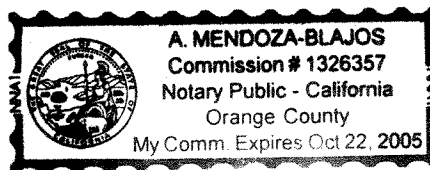
By: 

Name: Max Azria
Title: CEO

STATE OF California ss:
COUNTY OF Los Angeles

Before me, the undersigned, a Notary Public of the State of California personally appeared Max Azria, having been sworn by me according to law did depose and say he/she was the CEO of AZ3, INC. ("Grantor") and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of said Grantor.

WITNESS my hand and notarial seal this 30th day of November, 2004.



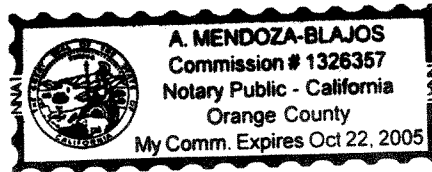
MLA MULTIBRAND HOLDINGS, INC.

By: [Signature]
Name: Max Azria
Title: CEO

STATE OF California }
~~Los Angeles~~ } ss:
COUNTY OF Los Angeles

Before me, the undersigned, a Notary Public of the State of California, personally appeared Max Azria, having been sworn by me according to law did depose and say he/she was the CEO of MLA MULTIBRAND HOLDINGS, INC. ("Secured Party") and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of said Secured Party.

WITNESS my hand and notarial seal this 30th day of November, 2004.



Schedule A

Trademarks and Applications and Registrations Therefor

[NYC] 393084.5

11192854.01

TRADEMARK
REEL: 002984 FRAME: 0962

Registered Trademarks and Pending Applications

<u>Country</u>	<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u> (m/dd/yyyy)	<u>Classes</u>
United States	BC BG (stylized)	R 1939918	R 12/5/95	25
United States	BC BG	R 2162708	R 6/2/98	18
United States	BC BG	R 2166425	R 6/16/98	9
United States	BC BG	R 2229364	R 3/2/99	35
United States	BC BG	R 2408974	R 11/28/00	14
United States	BC BG MAX AZRIA	R 2160919	R 5/26/98	25
United States	BC BG MAX AZRIA	R 2162709	R 6/2/98	18
United States	BC BG MAX AZRIA	R 2229365	R 3/2/99	35
United States	BC BG MAX AZRIA	R 2229366	R 3/2/99	9
United States	BCBG	R 2872074	R 8/10/04	4
United States	BCBG	R 2581591	R 6/18/02	3
United States	BCBG ATTITUDE	A 78455976	F 7/23/04	25
United States	BCBG MAX AZRIA	R 2581590	R 6/18/02	3
United States	BCBG MAX AZRIA	R 2362512	R 6/27/00	14
United States	BCBGIRLS	A 78181772	F 11/5/02	18
United States	BCBGIRLS	R 2622150	R 9/17/02	3
United States	BCBGIRLS	R 2754256	R 8/19/03	25
United States	BCBGUYS	A 78303559	F 9/22/03	25
United States	MAXIME	R 2285116	R 10/12/99	25
United States	PARALLEL	R 1747190	R 1/19/93	25
United States	PARALLEL	A 78325806	F 11/10/03	18
United States	TO THE MAX	R 1401347	R 7/15/86	25

Herve Leger Assets

<u>Country</u>	<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u> <small>(m/dd/yyyy)</small>	<u>Classes</u>
United States	HERVE LEGER PARIS and Design	R 2062875	R 5/20/97	25
United States	HERVE LEGER	R 2090637	R 8/26/97	3,18,25
Andorra	HERVE LEGER	R 8715	R 12/04/1997	3, 8, 14, 18, 20, 21, 23, 24, 25, 27
Argentina	HERVE LEGER	R 1628688	R 3/17/1997	9
Argentina	HERVE LEGER	R 1628689	R 3/17/1997	14
Argentina	HERVE LEGER	R 1629175	R 3/24/1997	18
Argentina	HERVE LEGER	R 1628690	R 3/17/1997	25
Argentina	HERVE LEGER	R 1629174	R 3/24/1997	3
Australia	HERVE LEGER	R 702991	R 6/11/1997	3, 9, 14, 18, 25
Brazil	HERVE LEGER	R 818210044	R 11/12/1996	9
Brazil	HERVE LEGER	R 818210052	R 1/28/1997	14
Brazil	HERVE LEGER	R 818210060	R 11/12/1996	20
Brazil	HERVE LEGER	R 818210079	R 1/28/1997	25
Brazil	HERVE LEGER	R 818210036	R 11/15/1996	3
Canada	HERVE LEGER	R TMA507845	R 2/10/1999	See Endnote ¹
Denmark	HERVE LEGER	R 1996 6389 VR	R 11/15/1996	3, 9, 14, 18, 25
Finland	HERVE LEGER	R 207333	R 9/15/97	3, 9, 14, 18, 25
France	H.L. HERVE LEGER (Stylized)	R 95568984	R 4/25/1995	3, 8, 9, 14, 18, 20, 21, 24, 25, 27
France	HERVE LEGER	R 1328296	R 10/25/1985 (Renewed 10/06/1995)	14, 18, 25
France	HERVE LEGER	R 96652185	R 11/25/1996	38