

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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
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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.

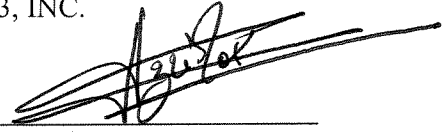
Grantor hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred.

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.

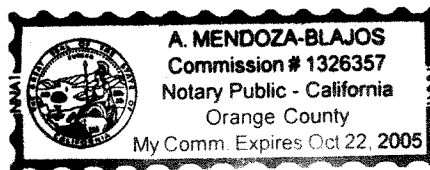
By: 

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.



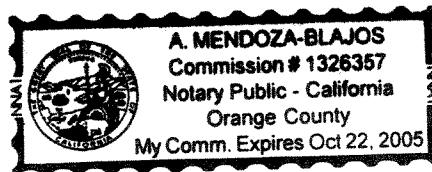
MLA MULTIBRAND HOLDINGS, INC.

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> <small>(m/dd/yyyy)</small> | <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 |