

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 |
|-------------------------------|----------|----------------|-----------------------|
| MLA Multibrand Holdings, Inc. | | 08/10/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Citicorp North America, Inc., as First Lien Collateral Agent |
| Street Address: | 388 Greenwich Street |
| Internal Address: | 20th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10013 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 33

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 1939918 | BC BG |
| Registration Number: | 2408974 | BC BG |
| Registration Number: | 2162708 | BC BG |
| Registration Number: | 2166425 | BC BG |
| Registration Number: | 2229364 | BC BG |
| Registration Number: | 2229365 | BC BG MAX AZRIA |
| Registration Number: | 2162709 | BC BG MAX AZRIA |
| Registration Number: | 2229366 | BC BG MAX AZRIA |
| Registration Number: | 2160919 | BC BG MAX AZRIA |
| Registration Number: | 2581591 | BCBG |
| Registration Number: | 2872074 | BCBG |
| Registration Number: | 2362512 | BCBG MAX AZRIA |
| Registration Number: | 2581590 | BCBG MAX AZRIA |

OP \$840.00 1939918

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|----------------------|----------|-------------------|
| Registration Number: | 2622150 | BCBGIRLS |
| Registration Number: | 2754256 | BCBGIRLS |
| Registration Number: | 2968181 | BCBGIRLS |
| Registration Number: | 2090637 | HERVE LEGER |
| Registration Number: | 2062875 | HERVE LEGER PARIS |
| Registration Number: | 2285116 | MAXIME |
| Registration Number: | 1747190 | PARALLEL |
| Registration Number: | 1401347 | TO THE MAX |
| Serial Number: | 78455976 | BCBG ATTITUDE |
| Serial Number: | 78303559 | BCBGUYS |
| Serial Number: | 78325806 | PARALLEL |
| Serial Number: | 78534723 | PARALLEL |
| Serial Number: | 78534734 | PARALLEL |
| Serial Number: | 78534742 | PARALLEL |
| Serial Number: | 78657210 | VENUS FORTUNO |
| Serial Number: | 78657243 | VENUS FORTUNO |
| Serial Number: | 78657255 | VENUS FORTUNO |
| Serial Number: | 78657266 | VENUS FORTUNO |
| Serial Number: | 78657275 | VENUS FORTUNO |
| Serial Number: | 78657283 | VENUS FORTUNO |

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 08/12/2005 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This Trademark Security Agreement, dated as of August 10, 2005 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), is entered into by and between each of BCBG Max Azria Group, Inc., BCBG MaxAzria Holdings, Inc., BCBG MaxAzria International Holdings, Inc. and MLA Multibrand Holdings, Inc. (collectively, "**Grantors**") and **CITICORP NORTH AMERICA, INC.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of August 10, 2005 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. In order to secure its Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (collectively, "**Trademarks**"), (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder)(collectively, "**Trademark Licenses**"); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and

Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BCBG MAX AZRIA GROUP, INC.
BCBG MAXAZRIA HOLDINGS, INC.
BCBG MAXAZRIA INTERNATIONAL
HOLDINGS, INC.
MLA MULTIBRAND HOLDINGS, INC.

By: 
Name: Brian Fleming
Title: Chief Financial Officer

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent


By: *RH Chen*
Name: *Robert H. Chen*
Title: *Vice President*

Trademark Security Agreement—First Lien

TRADEMARK
REEL: 003140 FRAME: 0299

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT (FIRST LIEN)
TRADEMARK REGISTRATIONS AND APPLICATIONS

I. U.S. REGISTERED TRADEMARKS

| | | | |
|-------------------------------|---|------------------------|-----------------------|
| MLA Multibrand Holdings, Inc. | BC BG | 74/616,805 12/30/94 | 1,939,918 12/05/95 |
| MLA Multibrand Holdings, Inc. | BC BG | 75/157,819 08/28/96 | 2,408,974 11/28/00 |
| MLA Multibrand Holdings, Inc. | BC BG | 75/157,820 08/28/96 | 2,162,708 06/02/98 |
| MLA Multibrand Holdings, Inc. | BC BG | 75/157,821 08/28/96 | 2,166,425 06/16/98 |
| MLA Multibrand Holdings, Inc. | BC BG | 75/157,823 08/28/96 | 2,229,364 03/02/99 |
| MLA Multibrand Holdings, Inc. | BC BG MAX AZRIA | 75/157,824 08/28/96 | 2,229,365 03/02/99 |
| MLA Multibrand Holdings, Inc. | BC BG MAX AZRIA | 75/157,828 08/28/96 | 2,162,709 06/02/98 |
| MLA Multibrand Holdings, Inc. | BC BG MAX AZRIA | 75/157,829 08/28/96 | 2,229,366 03/02/99 |
| MLA Multibrand Holdings, Inc. | BC BG MAX AZRIA | 75/157,838 08/28/96 | 2,160,919 05/26/98 |
| MLA Multibrand Holdings, Inc. | BCBG | 76/208,759 02/12/01 | 2,581,591 06/18/02 |
| MLA Multibrand Holdings, Inc. | BCBG | 76/208,760 02/12/01 | 2,872,074 08/10/04 |
| MLA Multibrand Holdings, Inc. | BCBG MAX AZRIA | 75/157,827 08/28/96 | 2,362,512 06/27/00 |
| MLA Multibrand Holdings, Inc. | BCBG MAX AZRIA | 76/208,758 02/12/01 | 2,581,590 06/18/02 |
| MLA Multibrand Holdings, Inc. | BCBGIRLS | 76/203,762 01/31/01 | 2,622,150 09/17/02 |
| MLA Multibrand Holdings, Inc. | BCBGGirls | 76/402,575 04/29/02 | 2,754,256 08/19/03 |
| MLA Multibrand Holdings, Inc. | BCBGIRLS | 78/181,772 11/05/02 | 2,968,181 07/12/05 |
| MLA Multibrand Holdings, Inc. | HERVE LEGER | 75/062,842 02/26/96 | 2,090,637 08/26/97 |
| MLA Multibrand Holdings, Inc. |  | 75/062,840 02/26/96 | 2,062,875 05/20/97 |
| MLA Multibrand Holdings, Inc. | MAXIME | 75/519,725 07/16/98 | 2,285,116 10/12/99 |
| MLA Multibrand Holdings, Inc. | PARALLEL | 74/256,975 03/19/92 | 1,747,190 01/19/93 |

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| MLA Multibrand Holdings, Inc. | TO THE MAX | 73/571,757 12/05/85 | 1,401,347 07/15/86 |
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II. U.S. TRADEMARK APPLICATIONS

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|-------------------------------|----------------------|------------------------|---------|
| MLA Multibrand Holdings, Inc. | BCBG ATTITUDE | 78/455,976 07/23/04 | pending |
| MLA Multibrand Holdings, Inc. | BCBGUYS | 78/303,559 09/22/03 | Pending |
| MLA Multibrand Holdings, Inc. | PARALLEL | 78/325,806 11/10/03 | Pending |
| MLA Multibrand Holdings, Inc. | PARALLEL | 78/534,723 12/17/04 | Pending |
| MLA Multibrand Holdings, Inc. | PARALLEL | 78/534,734 12/17/04 | Pending |
| MLA Multibrand Holdings, Inc. | PARALLEL | 78/534,742 12/17/04 | Pending |
| MLA Multibrand Holdings, Inc. | VENUS FORTUNO | 78/657,210 06/23/05 | Pending |
| MLA Multibrand Holdings, Inc. | VENUS FORTUNO | 78/657,243 06/23/05 | Pending |
| MLA Multibrand Holdings, Inc. | VENUS FORTUNO | 78/657,255 06/23/05 | Pending |
| MLA Multibrand Holdings, Inc. | VENUS FORTUNO | 78/657,266 06/23/05 | Pending |
| MLA Multibrand Holdings, Inc. | VENUS FORTUNO | 78/657,275 06/23/05 | Pending |
| MLA Multibrand Holdings, Inc. | VENUS FORTUNO | 78/657,283 06/23/05 | Pending |

III. STATE TRADEMARK REGISTRATIONS

| | | | |
|-------------------------------|------------|-------------------|-------------------|
| MLA Multibrand Holdings, Inc. | California | TO THE MAX | 93049 09/25/90 |
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