

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
Tarrant Apparel Group		06/16/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC		
Street Address:	135 E. 57th St.		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1765285	CHAZZZ BY CHARLES GHAILIAN	
Registration Number:	1509348	GET!	
Registration Number:	1461979	NO!	
Registration Number:	1462893	NO! JEANS	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-956-7554		
Email:	sullivand@sullcrom.com		
Correspondent Name:	Dennis Sullivan, Esq.		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, DC, DISTRICT OF COLUMBIA 20006-5805		
NAME OF SUBMITTER:	David W. Falk		

OP \$115.00 1765285

Signature:

/David W. Falk/

Date:

06/19/2006

Total Attachments: 5

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Tarrant Apparel Group, a California corporation with an office at 3151 E. Washington Boulevard, Los Angeles, CA 90023 (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, for which applications for registration and registrations are issued by or pending with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Security Agreement dated as of June 16, 2006 (the "Effective Date") in favor of Guggenheim Corporate Funding, LLC, a Delaware limited liability company with an office at 135 East 57th Street, 9th Floor, New York, NY 10022 (the "Assignee") as collateral agent for the Lenders from time to time party thereto (the "Lenders") (the "Security Agreement");

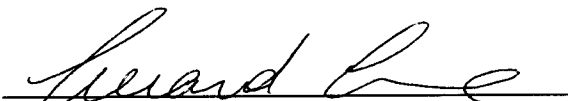
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business associated with and symbolized by the Trademarks and the applications for registration and registrations thereof (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, 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 Lender, a continuing security interest in the Collateral to secure the prompt payment, performance, and 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.

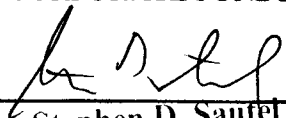
IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

TARRANT APPAREL GROUP

By: 
Name: Gerard Guez
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT FOR SECURITY—TAG]

GUGGENHEIM CORPORATE FUNDING, LLC

By: 
Name: Stephen D. Sautel
Title: Managing Director

[SIGNATURE PAGE TO ASSIGNMENT FOR SECURITY—TAG]

DC_LAN01:209744

TRADEMARK
REEL: 003333 FRAME: 0572

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

On this 9 th day of June 2006, before me personally came Gerard Guez, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of Tarrant Apparel Group, a California corporation, and that he executed the foregoing instrument in the firm name of Tarrant Apparel Group, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICIA RODRIGUEZ
Notary Public, State of New York
No. 01RO6075036
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 27, 2010

Patricia Rodriguez
Notary Public - State of New York

Printed Name Patricia Rodriguez

My Commission Expires:

March 27, 2010

[ASSIGNMENT FOR SECURITY—TAG]

Schedule 1A: Trademarks and Service Marks

Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
CHAZZZ BY CHARLES GHAILIAN and Design	1,765,285 (74/114,499)	4/13/1993 (11/13/1990)	Registered	Tarrant Apparel Group
GET!	1,509,348 (73/718,393)	10/18/1988 (3/24/1988)	Registered	Tarrant Apparel Group
NO!	1,461,979 (73/616,427)	10/20/1987 (8/25/1986)	Registered	Tarrant Apparel Group
NO! JEANS	1,462,893 (73/616,442)	10/27/1987 (8/25/1986)	Registered	Tarrant Apparel Group