

**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
Private Brands, Inc.		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: 7**

Property Type	Number	Word Mark
Serial Number:	78367471	1 JEANS
Serial Number:	78367473	ALL IN ONE
Serial Number:	78362017	AMERICAN STAR
Serial Number:	78732707	EVENT PREMIUM DENIM
Serial Number:	78367479	STAR 1
Serial Number:	78367478	STAR ONE
Serial Number:	78673373	SULFR

**CORRESPONDENCE DATA**

Fax Number: (202)293-6330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-956-7554  
 Email: sullivan@sullcrom.com  
 Correspondent Name: Dennis Sullivan, Esq.  
 Address Line 1: 1701 Pennsylvania Ave, N.W.

OP \$190.00 78367471

Address Line 2: Sullivan & Cromwell LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-5805

NAME OF SUBMITTER:	David W. Falk
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Signature:	/David W. Falk/
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Date:	06/19/2006
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Total Attachments: 5  
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## ASSIGNMENT FOR SECURITY

### (TRADEMARKS)

WHEREAS, Private Brands, Inc., 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");

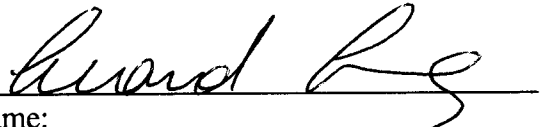
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill 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.

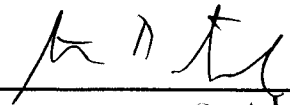
PRIVATE BRANDS, INC.

By:   
Name:  
Title:

[SIGNATURE PAGE TO ASSIGNMENT FOR SECURITY—PBI]

**GUGGENHEIM CORPORATE FUNDING, LLC**

**By:**



**Name:**  
**Title:**

Stephen D. Sautel  
Managing Director

**[SIGNATURE PAGE TO ASSIGNMENT FOR SECURITY—PBI]**

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**TRADEMARK**  
**REEL: 003333 FRAME: 0612**

**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 Private Brands, Inc., a California corporation, and that he executed the foregoing instrument in the firm name of Private Brands, Inc., 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

  
\_\_\_\_\_  
Notary Public - State of New York

Printed Name Patricia Rodriguez

My Commission Expires:

March 27, 2010

[ASSIGNMENT FOR SECURITY—PBI]

### Schedule 1A: Trademarks and Service Marks

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (Filing Date)</b>	<b>Status</b>	<b>Record Owner</b>
1 JEANS	(78/367,471)	(2/13/2004)	Pending	Private Brands, Inc.
ALL IN ONE	(78/367,473)	(2/13/2004)	Pending	Private Brands, Inc.
AMERICAN STAR	(78/362,017)	(2/3/2004)	Pending	Private Brands, Inc.
EVENT PREMIUM DENIM	(78/732,707)	(10/13/2005)	Pending	Private Brands, Inc.
STAR 1	(78/367,479)	(2/13/2004)	Pending	Private Brands, Inc.
STAR ONE	(78/367,478)	(2/13/2004)	Pending	Private Brands, Inc.
SULFR	(78/673,373)	(7/19/2005)	Pending	Private Brands, Inc.