

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Max Rave, LLC		08/24/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	388 Greenwich Street, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1480207	AMERICAN HIGH
Registration Number:	1477210	AMERICAN HIGH
Registration Number:	1371904	CLOTHESETERIA
Registration Number:	1412422	IN CHARGE
Registration Number:	1285656	G + G
Registration Number:	2463053	LOLA
Registration Number:	1301774	LOLA
Registration Number:	2889805	SHOP COOL SAVE BIG
Registration Number:	2885679	SHOP COOL.SAVE BIG.
Serial Number:	78698589	LOLA
Serial Number:	78675922	LOLA
Serial Number:	76612474	MATERIAL NATION
Serial Number:	78950683	MAX RAVE

OP \$465.00 1480207

Serial Number:	78950690	MAX RAVE
Serial Number:	78950695	MAX RAVE
Serial Number:	78950702	MAX RAVE
Serial Number:	78950705	MAX RAVE
Serial Number:	78950715	MAX RAVE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0023
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	09/13/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This Trademark Security Agreement, dated as of August ²⁴ 2006 (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., MLA Multibrand Holdings, Inc. and Max Rave, LLC (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 (as amended from time to time, 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, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein and except as set forth 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.

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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.
MAX RAVE, LLC

By: 
Name: Brian Fleming
Title: C.F.O.

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____
Name: _____
Title: **SEBASTIEN BELASNERIE**
Vice President

Trademark Security Agreement (Second Lien)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

I. U.S. REGISTERED TRADEMARKS

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
Max Rave, LLC	AMERICAN HIGH & DESIGN	73/671818 7/13/87	1480207 3/8/98
Max Rave, LLC	AMERICAN HIGH (STYLIZED)	73/671606 7/13/87	1477210 2/16/88
Max Rave, LLC	CLOTHESETERIA	73/529995 4/1/85	1371904 11/19/85
Max Rave, LLC	IN CHARGE & DESIGN	73/585183 2/28/86	1412422 10/07/86
Max Rave, LLC	G+G	73424908 5/9/83	1285656 7/10/84
Max Rave, LLC	LOLA & DESIGN	75135489 7/17/96	2463053 6/26/01
Max Rave, LLC	LOLA & DESIGN	73326612 9/3/81	1301774 10/23/84
Max Rave, LLC	SHOP COOL SAVE BIG	76453641 9/30/02	2889805 9/28/04
Max Rave, LLC	SHOP COOL . SAVE BIG	76453639 9/30/02	2885679 9/21/04

II. U.S. TRADEMARK APPLICATIONS

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897524 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897535 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897527 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897514 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897511 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897519 5/31/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862087 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862113 4/14/06	Pending

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	MAX	78/862110 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862116 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862121 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862134 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX AND CLEO	78/746383 11/3/05	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/827908 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/827937 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/837138 3/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/827925 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/828014 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA COLLECTION	78/827896 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAXIMUS	78/846021 3/24/06	Pending
MLA Multibrand Holdings, Inc.	MAXIMUS	78/846033 3/24/06	Pending
Max Rave, LLC	LOLA	78/698589 8/23/05	Pending
Max Rave, LLC	LOLA	78/675922 7/22/05	Pending
Max Rave, LLC	MATERIAL NATION	76/612474 9/22/04	Pending
Max Rave, LLC	MAX RAVE	78/950683 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950690 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950695 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950702 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950705 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950715 8/11/06	Pending

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RECORDED: 09/13/2006

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