

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MLA Multibrand Holdings, Inc.		08/24/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	78897524	BCBGMAXAZRIA
Serial Number:	78897535	BCBG MAX AZRIA
Serial Number:	78897527	BCBG MAX AZRIA
Serial Number:	78897514	BCBGMAXAZRIA
Serial Number:	78897511	BCBGMAXAZRIA
Serial Number:	78897519	BCBGMAXAZRIA
Serial Number:	78862087	MAX
Serial Number:	78862113	MAX
Serial Number:	78862110	MAX
Serial Number:	78862116	MAX
Serial Number:	78862121	MAX
Serial Number:	78862134	MAX
Serial Number:	78746383	MAX AND CLEO
Serial Number:	78827908	MAX AZRIA

OP \$540.00 78897524

Serial Number:	78827937	MAX AZRIA
Serial Number:	78837138	MAX AZRIA
Serial Number:	78827925	MAX AZRIA
Serial Number:	78828014	MAX AZRIA
Serial Number:	78827896	MAXAZRIACOLLECTION
Serial Number:	78846021	MAXIMUS
Serial Number:	78846033	MAXIMUS

**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 <sup>24</sup> 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.

[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.  
MAX RAVE, LLC

By: \_\_\_\_\_

Name:

Title:

  
Brian Fleming  
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	<b>AMERICAN HIGH &amp; DESIGN</b>	73/671818 7/13/87	1480207 3/8/98
Max Rave, LLC	<b>AMERICAN HIGH (STYLIZED)</b>	73/671606 7/13/87	1477210 2/16/88
Max Rave, LLC	<b>CLOTHESETERIA</b>	73/529995 4/1/85	1371904 11/19/85
Max Rave, LLC	<b>IN CHARGE &amp; DESIGN</b>	73/585183 2/28/86	1412422 10/07/86
Max Rave, LLC	<b>G+G</b>	73424908 5/9/83	1285656 7/10/84
Max Rave, LLC	<b>LOLA &amp; DESIGN</b>	75135489 7/17/96	2463053 6/26/01
Max Rave, LLC	<b>LOLA &amp; DESIGN</b>	73326612 9/3/81	1301774 10/23/84
Max Rave, LLC	<b>SHOP COOL SAVE BIG</b>	76453641 9/30/02	2889805 9/28/04
Max Rave, LLC	<b>SHOP COOL . SAVE BIG</b>	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.	<b>BCBG MAX AZRIA and Design</b>	78/897524 5/31/06	Pending
MLA Multibrand Holdings, Inc.	<b>BCBG MAX AZRIA and Design</b>	78/897535 5/31/06	Pending
MLA Multibrand Holdings, Inc.	<b>BCBG MAX AZRIA and Design</b>	78/897527 5/31/06	Pending
MLA Multibrand Holdings, Inc.	<b>BCBG MAX AZRIA and Design</b>	78/897514 5/31/06	Pending
MLA Multibrand Holdings, Inc.	<b>BCBG MAX AZRIA and Design</b>	78/897511 5/31/06	Pending
MLA Multibrand Holdings, Inc.	<b>BCBG MAX AZRIA and Design</b>	78/897519 5/31/06	Pending
MLA Multibrand Holdings, Inc.	<b>MAX</b>	78/862087 4/14/06	Pending
MLA Multibrand Holdings, Inc.	<b>MAX</b>	78/862113 4/14/06	Pending

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

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RECORDED: 09/13/2006

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