

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank, National Association		07/16/2007	National Bank:

RECEIVING PARTY DATA	
Name:	American Apparel, Inc.
Street Address:	747 Warehouse Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	76624846	AMERICAN APPAREL
Serial Number:	76624848	AMERICAN APPAREL
Serial Number:	76624847	AA
Serial Number:	76624845	CLASSICBABY
Serial Number:	76626262	CLASSICGIRL
Serial Number:	76624844	STANDARD AMERICAN
Serial Number:	76626261	SUSTAINABLE EDITION
Registration Number:	2954280	AMERICAN APPAREL
Registration Number:	2984703	SUSTAINABLE EDITION
Registration Number:	2534190	STANDARD AMERICAN
Registration Number:	2534189	CLASSIC BABY
Registration Number:	2534188	CLASSIC GIRL
Registration Number:	2359401	ALL AMERICAN APPAREL
Registration Number:	2063013	ALL AMERICAN APPAREL

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CORRESPONDENCE DATA

Fax Number: (949)450-1588
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-450-8500
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ATTORNEY DOCKET NUMBER:	AMERICAN APPAREL
NAME OF SUBMITTER:	Venus Griffith Trunnel
Signature:	/Venus G. Trunnel/
Date:	07/25/2007

Total Attachments: 3
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of July 11, 2007, and made by U.S. BANK NATIONAL ASSOCIATION, AS GENT, a national banking association having an office at 633 5th Avenue, 29th Floor, Los Angeles, California 90071 ("Grantee") to AMERICAN APPAREL, INC., a California corporation, KCL KNITTING, LLC, a California limited liability company, AMERICAN APPAREL RETAIL, INC., a California corporation and AMERICAN APPAREL DYEING & FINISHING, INC., a California corporation ("Grantors"), with their chief executive office at 747 Warehouse Street, Building 4, 7th Floor, Los Angeles, California 90021.

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 31, 2005, made by Grantors in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 17, 2006, at Reel 003228 and Frame 0973; and ✓

WHEREAS, Grantee now desires to terminate and release the Security Agreement;


NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks. ✓
3. Representations and Warranties. Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. Further Assurances. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Paul J. Prochaska
Title: S. V. P.

Schedule A

U.S. Trademark Applications

Title	App. No.	Filing Date
AMERICAN APPAREL	76/624,846	12/16/2004
AMERICAN APPAREL	76/624,848	12/16/2004
AA	76/624,847	12/16/2004
CLASSICBABY	76/624,845	12/16/2004
CLASSICGIRL	76/626,262	12/30/2004
STANDARD AMERICAN	76/624,844	12/16/2004
SUSTAINABLE EDITION	76/626,261	12/30/2004

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date
AMERICAN APPAREL	2,954,280	05/24/2005
SUSTAINABLE EDITION	2,984,703	08/16/2005
STANDARD AMERICAN	2,534,190	01/29/2002
CLASSIC BABY	2,534,189	01/29/2002
CLASSIC GIRL	2,534,188	01/29/2002
ALL AMERICAN APPAREL	2,359,401	06/20/2000
ALL AMERICAN APPAREL	2,063,013	05/20/1997