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
American Apparel, Inc.		07/02/2007	CORPORATION: CALIFORNIA
American Apparel Retail, Inc.		07/02/2007	CORPORATION: CALIFORNIA
American Apparel Dyeing & Finishing, Inc.		07/02/2007	CORPORATION: CALIFORNIA
KCL Knitting, LLC		07/02/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
American Apparel, LLC		07/02/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
Fresh Air Freight, Inc.		07/02/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	LaSalle Business Credit, LLC, As Agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance, As Collateral Agent
Street Address:	25 Braintree Hill Office Park
Internal Address:	Suite 205
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

CH $490.00 2954280

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2954280	AMERICAN APPAREL
Registration Number:	3048206	AMERICAN APPAREL
Registration Number:	2984703	SUSTAINABLE EDITION
Registration Number:	2534190	STANDARD AMERICAN
Registration Number:	2534189	CLASSIC BABY
Registration Number:	2534188	CLASSIC GIRL

Registration Number:	3026295	CLASSICGIRL
Registration Number:	3078364	
Registration Number:	3102758	CLASSICBABY
Registration Number:	3102765	SUSTAINABLE EDITION
Registration Number:	3105682	STANDARD AMERICAN
Registration Number:	3190540	
Registration Number:	2359401	ALL AMERICAN APPAREL
Registration Number:	2063013	ALL AMERICAN APPAREL
Serial Number:	76585766	SUSTAINABLE EDITION
Serial Number:	76624848	AMERICAN APPAREL
Serial Number:	76624847	AA
Serial Number:	78738044	PANTYTIME
Serial Number:	77105512	MULTIBRAND

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7080805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	10/30/2007

Total Attachments: 19
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 2, 2007, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrowers and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) LaSalle Business Credit, LLC, as Agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) LaSalle Business Credit, LLC, as Agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance, as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Credit Parties, (iii) the Collateral Agent, and (iv) the Lenders party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Facility Guaranty"), executed by the Facility Guarantors in favor of the Administrative Agent, the Collateral Agent and the other Credit Parties, pursuant to which each Facility Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Facility Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

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NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall have the meaning assigned to such term in SECTION 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

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"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Facility Guaranty).

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses.

(b) All Patents and Patent Licenses.

(c) All Trademarks and Trademark Licenses.

(d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4. Grantors' Representations and Warranties. Each of the Grantors represent and warrant that:

(a) **EXHIBIT A** contains a true, correct and complete list of all United States copyright registrations, copyright applications and Copyright Licenses owned by such Grantor as of the date hereof.

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(b) **EXHIBIT A** contains a true, correct and complete list of all United States patents, patent applications and Patent Licenses owned by such Grantor as of the date hereof.

(c) **EXHIBIT A** contains a true, correct and complete list of all United States trademark and service mark registrations, trademark and service mark applications, and Trademark Licenses owned by such Grantor as of the date hereof.

(d) Except as set forth in **EXHIBIT A**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agent.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. To the knowledge of each of the Grantors, no material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Documents. To the knowledge of each of the Grantors, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. Except as set forth in the Loan Documents, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(g) Such Grantor shall authorize the Lead Borrower to give the Collateral Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any additional registered Intellectual Property whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

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(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property.

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall deliver to the Collateral Agent an updated **EXHIBIT A** to this Agreement and each Grantor hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b) for any acquisition of any additional Intellectual Property set forth on such updated **EXHIBIT A**.

(b) Upon the reasonable request of the Collateral Agent, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors first provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property.

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(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within twenty (20) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBIT A** of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

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(iii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights

(a) Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

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SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees and other Secured Obligations shall have been paid in full, (iii) all Letters of Credit shall have expired or terminated or been cash collateralized or backstopped by a letter of credit reasonably acceptable to the Administrative Agent and the Issuing Bank to the extent provided in the Credit Agreement, and (iv) all Letter of Credit Disbursements shall have been reimbursed, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of any Grantor or any other Loan Party. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

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COLLATERAL AGENT:

LASALLE BUSINESS CREDIT, LLC,
As Agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance

By: _____
Name: Craig Nutbrown
Title: First Vice President

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IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

AMERICAN APPAREL, INC.

By: _____
Name: Dov Charney
Title: President

AMERICAN APPAREL RETAIL, INC.

By: _____
Name: Dov Charney
Title: President

AMERICAN APPAREL DYEING & FINISHING, INC.

By: _____
Name: Dov Charney
Title: Secretary

KCL KNITTING, LLC

By: _____
Name: Dov Charney
Title: President

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FACILITY GUARANTORS:

AMERICAN APPAREL, LLC

By: _____
Name: Dov Charney
Title: President

FRESH AIR FREIGHT, INC.

By: _____
Name: Dov Charney
Title: President

Schedule I

Borrowers

American Apparel, Inc., a California Corporation with an address of 747 Warehouse Street, Los Angeles, CA 90021.

American Apparel Retail, Inc., a California Corporation with an address of 747 Warehouse Street, Los Angeles, CA 90021.

American Apparel Dyeing & Finishing, Inc., a California Corporation with an address of 12537 Cerise Avenue, Hawthorne, CA 90250.

KCL Knitting, LLC, a California Corporation with an address of 1020 East 59th Street, Los Angeles, CA 90001.

Schedule II

Guarantors

American Apparel, LLC, a California limited liability company with an address of 747 Warehouse Street, Los Angeles, CA 90021.

Fresh Air Freight, Inc., a California Corporation with an address of 747 Warehouse Street, Los Angeles, CA 90021.

IP SECURITY AGREEMENT EXHIBIT A
Intellectual Property (as of 6/27/2007)
(Domestic and International)

DOMESTIC TRADEMARK REGISTRATIONS

Trademark	Registration Number	Issue Date
AMERICAN APPAREL	2,954,280	May 24, 2005
AMERICAN APPAREL	3,048,206	January 24, 2006
SUSTAINABLE EDITION	2,984,703	August 16, 2005
STANDARD AMERICAN	2,534,190	January 29, 2002
CLASSIC BABY	2,534,189	January 29, 2002
CLASSIC GIRL	2,534,188	January 29, 2002
CLASSICGIRL & DESIGN	3,026,295	December 13, 2005
NINE SQUARE Design	3,078,364	April 11, 2006
CLASSICBABY & Design	3,102,758	June 13, 2006
SUSTAINABLE EDITION & Design	3,102,765	June 13, 2006
STANDARD AMERICAN & Design	3,105,682	June 20, 2006
SEVEN CIRCLE Design	3,190,540	January 2, 2007
ALL AMERICAN APPAREL**	2,359,401	June 20, 2000
ALL AMERICAN APPAREL**	2,063,013	May 20, 1997

DOMESTIC TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date
SUSTAINABLE EDITION	76/585,766	April 8, 2004
AMERICAN APPAREL	76/624,848	December 16, 2004
AMERICAN APPAREL aa	76/624848	December 16, 2004
AA Logo	76/624,847	December 16, 2004
PANTYTIME	78/738,044	October 21, 2005
MULTIBRAND	77/105,512	February 12, 2007

INTERNATIONAL TRADEMARK REGISTRATIONS

Trademark	Country/Registration Number	Issue Date
CLASSIC GIRL & Design	Taiwan 1,052,601	August 1, 2003
CLASSIC BABY & Design	Taiwan 1,051,285	July 16, 2003
STANDARD AMERICAN & Design	Taiwan 1,078,209	January 1, 2004
americanapparel.net.	Taiwan 1,144,226	March 16, 2005
SUSTAINABLE EDITION	Taiwan 1,202,265	April 1, 2006
Square Design	Taiwan 1,202,266	April 1, 2006
Circle Design	Taiwan 1,202,267	April 1, 2006
Flower Design	Taiwan 1,202,268	April 1, 2006
CLASSIC BABY	Taiwan 1,202,269	April 1, 2006
CLASSIC GIRL	Taiwan 1,202,270	April 1, 2006
AMERICAN APPAREL	Taiwan 1,210,674	May 16, 2006
STANDARD AMERICAN	Taiwan 1,213,017	June 1, 2006
STANDARD AMERICAN	Japan 4,607,407	September 27, 2002
CLASSIC BABY	Japan 4,513,151	October 12, 2001
CLASSIC GIRL & Design	Japan 4,513,149	October 12, 2001
Classic Baby Design	Japan 4,513,150	October 12, 2001
Classic Girl Design	Japan 4,513,148	October 12, 2001
AMERICAN CAPPAREL aa	Japan 5,016,858	January 12, 2007
AMERICAN APPAREL	MadridProt.-868568	June 22, 2005
AMERICAN APPAREL aa	MadridProt.-868810	September 11, 2004
americanapparel	CTM 2769594	October 31, 2005
AMERICANAPPAREL.NET	CTM 3094927	December 7, 2004
aa Logo	CTM 3254604	January 1, 2005
GIRLY T	CTM 2793768	October 30, 2003

INTERNATIONAL TRADEMARK REGISTRATIONS (Continued)

CLASSIC BABY & Design	CTM 2769560	March 12, 2004
CLASSIC BABY & Design	CTM 3254638	April 12, 2005
STANDARD AMERICAN & Design	CTM 2769586	November 20, 2003
STANDARD AMERICAN & Design	CTM 3254554	November 15, 2004
SUSTAINABLE EDITION aa Logo	CTM 3983434	December 5, 2005
AA Logo	PR China 3232543	January 14, 2004
CLASSIC BABY & Design	PR China 3232541	January 14, 2004
CLASSIC GIRL	PR China 3743530	July 7, 2006
CLASSIC BABY	Canada TMA675776	October 31, 2006
AMERICAN APPAREL AA	Canada TMA684470	May 19, 2005
AMERICAN APPAREL AA LOGO	Germany 30414655.2	May 24, 2004
CLASSICBABY & LOGO	S.Korea 603150	December 17, 2004
CLASSICGIRL & LOGO	S.Korea 603151	December 17, 2004
STANDARD AMERICAN & Design	S.Korea 619736	May 31, 2005
STANDARD AMERICAN	Mexico 930623	April 25, 2006
Square Design	Mexico 959568	October 30, 2006
Circle Design	Mexico 959569	October 30, 2006
SUSTAINABLE EDITION	Mexico 960610	October 31, 2006

INTERNATIONAL TRADEMARK APPLICATIONS

Trademark	Country/Application Number	Filing Date
AMERICAN APPAREL	Benelux-1089968	November 10, 2005
AMERICAN APPAREL	Brazil 16050000511	August 23, 2005
AMERICAN APPAREL	Brazil 16050000512	August 23, 2005
AMERICAN APPAREL	Brazil 16050000513	August 23, 2005
CLASSIC BABY	Brazil 16050000509	August 23, 2005
CLASSIC GIRL	Brazil 16050000504	August 23, 2005
STANDARD AMERICAN	Brazil 16050000503	August 23, 2005
STANDARD AMERICAN	Brazil 16050000499	August 23, 2005
Standard American Design	Brazil 16050000510	August 23, 2005
SUSTAINABLE EDITION	Brazil 16050000502	August 23, 2005
SUSTAINABLE EDITION	Brazil 16050000506	August 23, 2005
Sustainable Edition Design	Brazil 16050000508	August 23, 2005
AMERICAN APPAREL	Canada 1206889	February 19, 2004
Baby Design	Canada 1258933	May 19, 2005
CLASSIC GIRL	Canada 1258935	May 19, 2005
Circle Design	Canada 1258932	May 19, 2005
STANDARD AMERICAN	Canada 1258936	May 19, 2005
Square Design	Canada 1258931	May 19, 2005
SUSTAINABLE EDITION	Canada 1258937	May 19, 2005
Flower Design	Canada 1258930	May 19, 2005
AA Logo	Canada 1258934	May 19, 2005
AMERICAN APPAREL AA IC18	PR China 4831136	August 11, 2005
AMERICAN APPAREL AA IC25	PR China 4831135	August 11, 2005
AMERICAN APPAREL AA IC35	PR China 4830924	August 11, 2005
AMERICAN APPAREL AA Logo	CTM 3935335	July 15, 2004
CLASSIC GIRL	CTM 2769552	July 1, 2002
CLASSICGIRL	CTM 4276135	January 28, 2005
AMERICAN APPAREL	Israel 184606	October 16, 2005
AMERICAN APPAREL AA	Japan 57753/2005	July 00, 2005
CLASSICGIRL	Korea	February 1, 2005
STANDARD AMERICAN	Korea	February 1, 2005
SUSTAINABLE EDITION	Korea	February 1, 2005
AMERICAN APPAREL	Mexico	July-05
CLASSIC BABY	Mexico	July-05
CLASSIC GIRL	Mexico	July-05
Flower Design	Mexico	July-05

INTERNATIONAL TRADEMARK APPLICATIONS (Continued)

Circle Design	Philippines 04/2005/005929	June 27, 2005
Square Design	Philippines 04/2005/005930	June 27, 2005
Flower Design	Philippines 04/2005/005931	June 27, 2005
AMERICAN APPAREL	Philippines 04/2005/005933	June 27, 2005
CLASSIC BABY	Philippines 04/2005/005935	June 27, 2005
CLASSIC GIRL	Philippines 04/2005/005930	June 27, 2005
STANDARD AMERICAN	Philippines 04/2005/005934	June 27, 2005
SUSTAINABLE EDITION	Philippines 04/2005/005932	June 27, 2005
AMERICAN APPAREL AA	Taiwan 91-027701	June 27, 2002
CLASSIC BABY	Taiwan 94-030867	June 28, 2005
CLASSIC GIRL	Taiwan 94-030868	June 28, 2005
SEVEN CIRCLE Design	Taiwan 94-030862	June 28, 2005
STANDARD AMERICAN	Taiwan 94-030856	June 28, 2005
NINE SQUARE Design	Taiwan 94-030861	June 28, 2005
SUSTAINABLE EDITION	Taiwan 94-030859	June 28, 2005
FLOWER Design	Taiwan 94-030864	June 28, 2005

DOMESTIC TRADEMARK OPPOSITIONS

None

INTERNATIONAL TRADEMARK OPPOSITIONS

Trademark	Opposer	Opposer's Trademark(s)	Status
American Apparel aa Community Trademark Application No. 3935335	American Airlines	AA American Airlines	Extension to cooling off period filed 4/13/06 to allow parties 1 year to negotiate respective rights in trademarks; Cooling off period ends 2/13/2008
Spain Trademark Application No. 2.671.096 - aA	American Apparel	aa CTM 3254604	Opposition filed 11/16/05; Opposition rejected by examiner 6/22/06; No appeal required
Community Trademark Application No. 2769552	Pedro Miralles Roman		Opposition pending; Appeal filed 2/2/06; Appeal dismissed by Second Board of Appeal on 9/1/06;
Girlie (stylized) Community Trademark Application No. 4228623	American Apparel	Girly T - Community Trademark Application No. 2793768	Notice received from U.K. counsel re: potential Opposition on 3/15/2007

TRADEMARK LICENSES

Outbound

American Apparel, Inc. and 9001-9134 Quebec, Inc. dated April 5, 2007

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Inbound

Software user licenses

DOMESTIC COPYRIGHTS

Copyrights	Country/Application Number	Filing Date
BFF Best Friends Forever	U.S. VA 1-402-789	July 19, 2006
Website, Text & Photos	U.S. TX 6-219-296	August 22, 2005
Catalog XIII 2005	U.S. TX 6-219-297	August 22, 2005
Hang Tag	U.S. TX-6-231-973	August 22, 2005

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None

PATENTS AND PATENT LICENSES
None