

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment #2 to Trademark Collateral Assignment and Security Agreement recorded 8/30/01 at Reel/Frame 002358/0385 as amended by Amendment #1 2/17/05 at Reel/Frame 003124/0611

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Catherines of California, Inc.		09/01/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association, as Agent
<b>Street Address:</b>	1133 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Association:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	78826417	CATHERINES
Serial Number:	78731765	CATHERINES WOMAN
Serial Number:	78808677	COMFORTABLE. CONFIDENT. CATHERINES.
Serial Number:	78946056	EXPRESS 2 YOU
Serial Number:	78718528	LIZ&ME ESSENTIALS
Serial Number:	76606677	LIZ&ME PETITE
Serial Number:	77037286	MAGGIE BARNES ESSENTIALS
Serial Number:	77092353	REAL FIT BY CATHERINES
Serial Number:	77091866	RIGHT FIT BY CATHERINES
Serial Number:	78921049	ANNA MAXWELL
Serial Number:	78915741	CATHERINES EXPRESS 2 YOU
Serial Number:	78826479	CATHERINES HOME
Serial Number:	78915736	LIZ&ME SIGNATURE

OP \$465.00 78826417

Serial Number:	78823045	LIZ&ME SPORT
Serial Number:	78924874	PS PLUS SIZES
Registration Number:	1431256	LIZ&ME
Registration Number:	3283729	A CATHERINES WOMAN KNOWS
Registration Number:	3158816	CATHERINES FOOTWEAR FASHIONS

**CORRESPONDENCE DATA**

Fax Number: (917)368-7111

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

Phone: 212-661-9100 x890

Email: hlinehan@oshr.com

Correspondent Name: Helen M. Linehan

Address Line 1: 230 Park Avenue

Address Line 2: Otterbourg, Steindler, Houston & Rosen

Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Helen M. Linehan
Signature:	/Helen M. Linehan/
Date:	11/21/2007

**Total Attachments: 9**

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**AMENDMENT NO. 2 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 2 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 1<sup>st</sup> day of September, 2007, by and between CATHERINES OF CALIFORNIA, INC., a California corporation ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated August 16, 2001 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on August 30, 2001 at Reel/Frame 002358/0385, as amended by Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, dated December 20, 2004 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 17, 2005 at Reel/Frame 003124/0611 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) The first sentence of Section 3(g) of the Trademark Security Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

"On January 1 and July 1 of each calendar year, Debtor shall provide Secured Party with written notice of all applications for the registration of Trademarks which were filed with the United States Patent and Trademark Office during the immediately preceding six (6) calendar months and copies of all certificates of registration of Trademarks issued by the United States Patent and Trademark Office during the immediately preceding six (6) calendar months."

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

CATHERINES OF CALIFORNIA, INC.

By:   
John J. Sullivan

Title: Vice President and Assistant Secretary

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Agent

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

Title: \_\_\_\_\_

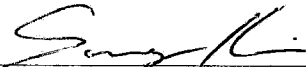
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

CATHERINES OF CALIFORNIA, INC.

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

Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Agent

By: 

Title: Vice President

EXHIBIT A  
TO  
AMENDMENT #2 TO TRADEMARK COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT  
CATHERINES OF CALIFORNIA, INC.

TRADEMARK APPLICATION #s	TRADEMARK REGISTRATION #s
78826417	1431256
78731765	3283729
78808677	3158816
78946056	
78718528	
76606677	
77037286	
77092353	
77091866	
78808677	
78921049	
78915741	
78826479	
78915736	
78823045	
78924874	



(CATHERINES OF CALIFORNIA)

EXHIBIT B  
TO  
AMENDMENT NO. 2 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

- Intercompany License Agreements