

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
Mikhail Serfontein		09/02/2008	INDIVIDUAL: UNITED STATES
Maria J. Serfontein		09/02/2008	INDIVIDUAL: SPAIN

RECEIVING PARTY DATA

Name:	The Apparel Group, Ltd.
Street Address:	883 Trinity Drive
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75066
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3224026	SERFONTAINE
Registration Number:	2581962	SERFONTAINE
Serial Number:	78617471	
Registration Number:	3253709	BAMBU TYGER
Registration Number:	3382453	BRAVE STAR
Registration Number:	3263992	

CORRESPONDENCE DATA

Fax Number: (310)312-4224
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3103124000
 Email: ctappa@manatt.com
 Correspondent Name: Jill M. Pietrini, Esq.
 Address Line 1: 11355 W. Olympic Boulevard
 Address Line 2: Manatt, Phelps & Phillips, LLP
 Address Line 4: Los Angeles, CALIFORNIA 90064

TRADEMARK

ATTORNEY DOCKET NUMBER:	41958030THE APPAREL GROUP
NAME OF SUBMITTER:	Jill M. Pietrini, Esq.
Signature:	//jmp//
Date:	09/05/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made this 29th day of August, 2008, between Mikhail Serfontein, an individual, and Maria J. Serfontein, an individual, jointly and severally (collectively, "Grantor"), and The Apparel Group, Ltd., a New York corporation (the "Secured Party").

WITNESSETH:

WHEREAS, Grantor and the Secured Party have entered into that certain Secured Promissory Note, of even date herewith (the "Note"), and

WHEREAS, in order to induce the Secured Party to enter into the Note and other agreements between the parties, and to induce the Secured Party to make financial accommodations to Grantor, Grantor has agreed to grant a continuing security interest in and to the Trademark Collateral (as defined below) in order to secure the prompt and complete payment, observance and performance of the obligations owing to the Secured Party under the Note.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grant of Security Interest. As security for the prompt and full payment and performance of the Note, Grantor hereby grants to Secured Party, a continuing first priority security interest in all of Grantor's right, title and interest in and to (i) the trademarks and the trademark registrations and registration applications therefor identified in the attached Exhibit A ("Trademarks"), together with the goodwill of the business symbolized by the Trademarks, the aforesaid trademark registration and registration applications and that portion of Grantor's business which is symbolized by the Trademarks, (ii) the right to file the Trademarks in foreign countries (subject, however, to applicable laws in such foreign countries); and (iii) the right to recover damages for any past and future acts of infringement associated with the Trademarks (collectively, the "Trademark Collateral").

2. Security For Note. This Agreement and the security interest created hereby secure the prompt and full payment and performance of the Note, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the full payment of all amounts owed under the Note by Grantor to Secured Party.

3. Supplement to Note. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party, for the benefit of Secured Party, pursuant to the Note. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that any provision of this Agreement conflicts with any provision of the Note, the provisions set forth in

the Note shall prevail. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Note.

4. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant, first priority, or perfection of the lien and security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the U.S. Patent and Trademark Office (the "PTO"). Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Trademark Collateral with the PTO, at its own expense.

5. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Neither Grantor nor Secured Party may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Note.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

7. Amendment; Conflict. No amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by Secured Party and Grantor.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts and by facsimile, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

9. Termination. Upon payment and performance in full of the Note, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of the security interests created by this Agreement by written notice from Secured Party to the PTO, all at the sole cost and expense of Grantor.

10. Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission) and mailed, sent or delivered to the respective parties hereto (in the case of Grantor) at or to its address or facsimile number set forth below or at or to such other address or facsimile number as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be deemed to be

delivered when a record (within the meaning of the Uniform Commercial Code) has been (i) delivered by hand; (ii) sent by mail upon the earlier of the date of receipt or three business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); or (iii) sent by facsimile transmission upon confirmation of successful transmission.

To Grantor

Mikhail Serfontein and Maria J. Serfontein
942 Princeton Drive
Marina del Rey, California 90292-5411
Facsimile No.: (310) 640-1407

With a copy to:

Buchalter Nemer, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-2457
Attn: Jeremy Weitz, Esq.
Facsimile No.: (213) 630-5651

To Secured Party:

The Apparel Group, Ltd.
883 Trinity Drive
Lewisville, Texas 75066
Attn: Ms. Terry Lay
Facsimile No.: (214) 469-3255

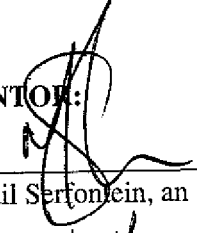
With a copy to:

Manatt, Phelps & Phillips, LLP
11355 W. Olympic Blvd.
Los Angeles, California 90064
Attention: Keith Allen-Niesen, Esq.
Facsimile No.: (310) 914-5780

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:



Mikhail Serfontein, an individual



Maria J. Serfontein, an individual

SECURED PARTY:

The Apparel Group, Ltd., a New York corporation

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPT. 2, 2008 before me, BRUCE MICHAEL FRIEDMAN, Notary Public, personally appeared MIKHAIL SERFONTEIN AND MARIA J. SERFONTEIN, who proved to me on the basis of satisfactory evidence-to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bruce M. Friedman
Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence-to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

Mikhail Serfontein, an individual

Maria J. Serfontein, an individual

SECURED PARTY:

The Apparel Group, Ltd., a New York corporation

By: Donald T. Yeung
Name: DONALD T. YEUNG
Title: VICE PRESIDENT

NORTH CAROLINA
STATE OF ~~CALIFORNIA~~)
) ss.
COUNTY OF Randolph)

On September 2, 2008 before me, MARY STANLEY, Notary Public,
personally appeared DONALD T. YOUNG, who proved
to me on the basis of satisfactory evidence-to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{N.C.} that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary Stanley
Notary Public

(Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved
to me on the basis of satisfactory evidence-to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


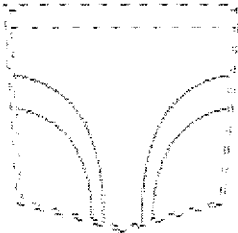

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

Schedule A - Trademark Security Agreement

<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u> <u>Filing Date</u>	<u>Trademark</u>
U.S.	Mik Serfontein	78/662,198	3,224,026	April 3, 2007 June 30, 2005	SERFONTAINE & Design 
U.S.	Mik Serfontein	76/288,717	2,581,962	June 18, 2002 July 23, 2001	SERFONTAINE
U.S.	Mik Serfontein	78/617,471		April 26, 2005	Design (Pocket) 
U.S.	Mik Serfontein	78/951,773	3,253,709	June 19, 2007 August 14, 2006	BAMBU TYGER
U.S.	Mik Serfontein	77/012,078	3,382,453	February 12, 2008 October 2, 2006	BRAVE STAR
U.S.	Mik Serfontein	77/000,406	3,263,992	July 17, 2007 September 15, 2006	Design (Snake) 

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