

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Women's Apparel Group, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: LLC

Citizenship (see guidelines) _____
 Execution Date(s) October 17, 2008
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Wachovia Bank, National Association
 Internal Address: _____
 Street Address: 1133 Avenue of the Americas
 City: New York
 State: NY
 Country: USA Zip: 10038

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I
 B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
 Name: Susan O'Brien
 Internal Address: UGC Direct Services
 Street Address: 167 Wolf Road, Suite 101
 City: Albany
 State: NY Zip: 12205
 Phone Number: 800-342-3676
 Fax Number: 800-962-7049
 Email Address: ole-uds@albany@voltersaklaw.com

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 7165.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

B. Payment Information:

a. Credit Card Last 4 Numbers 5683
 Expiration Date 11/09

b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature: Karen Anley 10/17/08
 Signature Date

Total number of pages including cover sheet, attachments, and document. 10

Name of Person Signing: Karen Anley


Documents to be recorded (including cover sheet) should be faxed to (703) 906-8995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CP \$765.00 77052008

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
BOSTON DESIGN STUDIO	U.S.	77/083,181 1/15/2007	3,350,530 12/4/2007	REGISTERED	Women's Apparel Group, LLC
C CHADWICK'S REWARDS 	U.S.	78/151,769 8/7/2002	2,747,265 8/5/2003	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	Community Trademark	2485902 11/30/2001	2485902 11/30/2001	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	Mexico	520815 11/30/2001	842326 7/19/2004	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	78/675,275 7/21/2005	3,191,808 1/2/2007	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	78/167,530 9/24/2002	2,742,087 7/29/2003	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	78/066,533 5/31/2001	2,712,159 4/29/2003	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	74/596,595 11/3/1994	1,948,523 1/16/1996	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S FASHION POINTS	U.S.	77/189,603 5/24/2007	3,441,951 6/3/2008	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S OF BOSTON	U.S.	74/137,527 2/8/1991	1,672,908 1/21/1992	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S REWARDS	U.S.	78/152,634 8/9/2002	2,740,497 7/22/2003	REGISTERED	Women's Apparel Group, LLC
CHADWICKS	U.S.	73/340,718 12/5/1981	1,211,131 9/28/1982	REGISTERED	Women's Apparel Group, LLC
COMPARE ANYWHERE. YOU ALWAYS GET MORE AT ... CHADWICK'S	U.S.	78/307,973 10/1/2003	2,903,387 11/16/2004	REGISTERED	Women's Apparel Group, LLC
J.L. PLUM	U.S.	74/686,582 6/7/1995	1,989,822 7/30/1996	REGISTERED	Women's Apparel Group, LLC
REAL COMFORT	U.S.	75/622,107 1/19/1999	2,556,486 4/2/2002	REGISTERED	Women's Apparel Group, LLC
REAL COMFORT	U.S.	74/497,889 3/7/1994	2,010,503 10/22/1996	REGISTERED	Women's Apparel Group, LLC

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Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
THE ORIGINAL OFF-PRICE FASHION CATALOG	U.S.	73/818,233 8/10/1989	1,649,769 7/2/1991	REGISTERED	Women's Apparel Group, LLC
WEAR2WORK	U.S.	78/931,626 7/18/2006	3,281,155 8/14/2007	REGISTERED	Women's Apparel Group, LLC
YOU ALWAYS GET MORE!	U.S.	78/608,615 4/14/2005	3,146,858 9/19/2006	REGISTERED	Women's Apparel Group, LLC
IT'S A REAL STEAL	U.S.	78/619,115 4/28/2005	3,206,844 2/6/2007	REGISTERED	Women's Apparel Group, LLC
METRO LIFT	U.S.	77/298,469 10/8/2007	3,440,408 6/3/2008	REGISTERED	Women's Apparel Group, LLC
METRO STYLE	U.S.	78/136,264 6/17/2002	2,820,510 3/2/2004	REGISTERED	Women's Apparel Group, LLC
METROBLUES	U.S.	77/298,454 10/8/2007	3,435,679 5/27/2008	REGISTERED	Women's Apparel Group, LLC
METROMUSTS	U.S.	77/092,009 1/26/2007		Pending Intent-to-Use	Women's Apparel Group, LLC
METROPLEX	U.S.	77/148,347 4/4/2007		Pending Intent-to-Use	Women's Apparel Group, LLC
METROSTYLE	U.S.	78/678,667 7/26/2005	3,266,084 7/17/2007	REGISTERED	Women's Apparel Group, LLC
METROWORKS	U.S.	77/076,831 1/5/2007	3,450,247 1/17/2008	REGISTERED	Women's Apparel Group, LLC
SUPER SLIMMER	U.S.	75/109,288 5/24/1996	2,082,526 7/22/1997	REGISTERED	Women's Apparel Group, LLC
CCO	U.S.	78/962,690 8/29/2006	3,363,860 1/1/2008	REGISTERED	Women's Apparel Group, LLC
FADS	U.S.	74/285,970 6/18/1992	1,750,226 2/2/1993	REGISTERED	Women's Apparel Group, LLC
FASHIONCODE	U.S.	78/150,292 8/2/2002	2,807,464 1/20/2004	REGISTERED	Women's Apparel Group, LLC
KATELYN COURT	U.S.	73/376,364 7/26/1982	1,255,402 10/25/1983	REGISTERED	Women's Apparel Group, LLC

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of October 17, 2008, is by WOMEN'S APPAREL GROUP, LLC, a Delaware limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements").

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and, in the event of an inconsistency among them, the Loan Agreement shall control over this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises 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. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for itself and the benefit of the other Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights of Grantor in all present and future agreements containing a license of trademarks, servicemarks, trade names or trade styles to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(d) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. **LOAN AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Financing Agreements.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

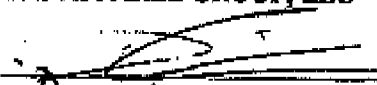
5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

WOMEN'S APPAREL GROUP, LLC

By: 
Name: Daniel Collins
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)

ss.

COUNTY OF New York)

On this 13 day of October, 2008 before me personally appeared Daniel Collins who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Women's Apparel Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

MICHELLE KILLEN
Notary Public, State of New York
No. 01K16173928
Qualified in New York County
Commission Expires Sept. 4, 2011


Notary Public

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: Richard H. Schultz
Title: Director

[Signature Page to Trademark Security Agreement]

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that WOMEN'S APPAREL GROUP, LLC ("Debtor"), having an office at 35 United Drive, West Bridgewater, Massachusetts 02379, hereby appoints and constitutes, WACHOVIA BANK, NATIONAL ASSOCIATION, as agent ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement (as defined below)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and may not be revoked until the payment in full of all Debtor's "Obligations", as such quoted term is defined in the Security Agreement.

_____, 2008

WOMEN'S APPAREL GROUP, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2008 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Women's Apparel Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

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