

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
Westcoast Contempo Fashions Limited		01/12/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Collateral Agent
Street Address:	200 Bay Street
Internal Address:	Royal Bank Plaza, Floor 18
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M57 2J2
Entity Type:	Authorized Foreign Bank: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3062833	KENZIE
Registration Number:	1984545	MAC & JAC
Registration Number:	3494084	KENSIE
Registration Number:	2685301	KENZIE
Registration Number:	3123450	MAC & JAC
Registration Number:	3027545	MAC & JAC
Registration Number:	3521103	KENSIE GIRL
Serial Number:	77571982	G
Serial Number:	78922303	KENSIE
Serial Number:	78922325	KENSIE
Serial Number:	78922327	KENSIE
Serial Number:	77571921	G
Serial Number:	78922291	KENSIE

OP \$365.00 3062833

Serial Number:

78453376

MAC & JAC

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0696

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/ml/

Date:

02/19/2009

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 12, 2009 is made by Westcoast Contempo Fashions Limited, a corporation organized under the laws of British Columbia, Canada (the "Company"), in favor of JPMorgan Chase Bank, N.A., Toronto branch, as Canadian Collateral Agent (the "Canadian Collateral Agent") for the Secured Parties (as defined in the Canadian Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 12, 2009, among the Company, the Borrowers party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the "Lenders") and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Canadian Pledge and Security Agreement, dated as of January 12, 2009, in favor of the Canadian Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Canadian Security Agreement");

WHEREAS, pursuant to the Canadian Security Agreement, the Company pledged and granted to the Canadian Collateral Agent for the benefit of the Canadian Collateral Agent and the Secured Parties a continuing security interest in the Trade-marks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the Canadian Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Canadian Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Canadian Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer

and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trade-marks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Canadian Collateral Agent for the benefit of the Canadian Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Canadian Security Agreement and is expressly subject to the terms and conditions thereof. The Canadian Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Canadian Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 12 day of January, 2009.

WESTCOAST CONTEMPO FASHIONS LIMITED,
as the Company

By: 

Name: Nicholas Rubino

Title: SVP, Chief Legal Officer, General Counsel and
Secretary

JPMORGAN CHASE BANK, N.A., Toronto branch,
as Canadian Collateral Agent for the Secured Parties

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this ____ day of January, 2009.

WESTCOAST CONTEMPO FASHIONS LIMITED,
as the Company

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., Toronto branch,
as Canadian Collateral Agent for the Secured Parties

By: 
Name:
Title: **Dan Howat**
Senior Vice President

ACKNOWLEDGMENT OF THE COMPANY

STATE OF New York)
) ss
COUNTY OF New York)

On the 16th day of January, 2009, before me personally came Nichols Rubino, who is personally known to me to be the SVP, Chief Legal Officer, General Counsel & Sec'y of WESTCOAST CONTEMPO FASHIONS LIMITED, a corporation organized under the laws of British Columbia, Canada; who, being duly sworn, did depose and say that she/he is the SVP, Chief Legal Officer, General Counsel & Sec'y in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the [Board of Directors] of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MARYBELL FLORES ORO
Notary Public - State of New York
No. 01OR6159725
Qualified in New York County
My Comm. Expires Jan. 22, 2011

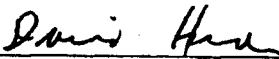
Marybell Flores Oro
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF CANADIAN COLLATERAL AGENT

CITY OF TORONTO)
) ss
PROVINCE OF CANADA)

On the 14th day of January, 2009, before me personally came Dan Howat, who is personally known to me to be the Senior Vice President of JPMorgan Chase Bank, N.A., Toronto branch; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

Trademark	Serial Number/ Registration Number
KENZIE	SN:78-526137 RN:3,062,833
MAC & JAC	SN:74-520157 RN:1,984,545
KENSIE KENSIE	SN:78-922300 RN:3,494,084
KENZIE	SN:76-120564 RN:2,685,301
MAC & JAC MAC & JAC	SN:78-688883 RN:3,123,450
MAC & JAC	SN:78-453351 RN:3,027,545
KENSIE GIRL KENSIE GIRL	SN:77-013213 RN:3,521,103

U.S. Trademark Applications

Trademark	Serial Number
G (Stylized) 	SN:77-571982
KENSIE KENSIE	SN:78-922303
KENSIE KENSIE	SN:78-922325
KENSIE KENSIE	SN:78-922327
G (Stylized) 	SN:77-571921
KENSIE KENSIE	SN:78-922291
MAC & JAC	SN:78-453376

509265-0696-11445-Active.11469832