

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Apparel (USA), LLC		04/07/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Administrative Agent and Collateral Agent		
Street Address:	50 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3516158	CALIFORNIA SELECT	
Registration Number:	3516152	CALIFORNIA SELECT VINTAGE AND MORE	
Serial Number:	77373283	AMERICAN APPAREL VINTAGE	
Registration Number:	3516373	AMERICAN APPAREL	
Registration Number:	3536279	VIVA RADIO	
Registration Number:	2954280	AMERICAN APPAREL	
Registration Number:	2063013	ALL AMERICAN APPAREL	
Registration Number:	2359401	ALL AMERICAN APPAREL	
Registration Number:	2534189	CLASSIC BABY	
Registration Number:	2534188	CLASSIC GIRL	
Registration Number:	2534190	STANDARD AMERICAN	
Registration Number:	3048206	AMERICAN APPAREL	
Registration Number:	3102758	CLASSICBABY	

OP \$590.00 3516158

900131512

TRADEMARK  
 REEL: 003968 FRAME: 0770

Registration Number:	3026295	CLASSICGIRL
Registration Number:	3190540	
Registration Number:	3105682	STANDARD AMERICAN
Registration Number:	3078364	
Registration Number:	2984703	SUSTAINABLE EDITION
Registration Number:	3102765	SUSTAINABLE EDITION
Registration Number:	3288903	PANTYTIME
Registration Number:	3574355	AA
Registration Number:	3578314	AMERICAN APPAREL
Registration Number:	3559219	MULTIBRAND

#### 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:	054453/0004
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	04/10/2009

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 April 7, 2009 is made by American Apparel (USA), LLC, a California limited liability company (the “Company”), in favor of Wilmington Trust FSB, as Administrative Agent and Collateral Agent (the “Second Lien Collateral Agent”) for the Credit Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 13, 2009, among the American Apparel, Inc. (the “Borrower”), the Company, in its capacity as a facility guarantor, the other facility guarantors now or hereafter party thereto, the Second Lien Collateral Agent, Lion Capital (Guernsey) II Limited (the “Initial Lender”) and the other lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Initial Lender, has agreed to make Loans (as defined in the Credit Agreement) to the Borrower 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 the Intellectual Property Security Agreement, dated as of March 13, 2009, in favor of the Second Lien Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “IP Security Agreement”); and

WHEREAS, in connection with the Credit Agreement, the Company has acknowledged the Intercreditor Agreement dated as of March 13, 2009, between the First Lien Collateral Agent (as defined therein) and the Second Lien Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Intercreditor Agreement”); and

WHEREAS, pursuant to the IP Security Agreement, the Company pledged and granted to the Second Lien Collateral Agent for the benefit of the Second Lien Collateral Agent and the Credit Parties a continuing security interest in the Trademarks; 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 Credit Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrower, the Company agrees, for the benefit of the Second Lien Collateral Agent and the Credit 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 IP 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 IP Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest, with a power of sale, in all of the present and future right, title and interest of the Company, in and to, the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Second Lien Collateral Agent for the benefit of the Second Lien Collateral Agent and the Credit 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 Credit Parties in connection with the IP Security Agreement and is expressly subject to the terms and conditions thereof. The IP Security Agreement (and all rights and remedies of the Credit 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 Credit Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the IP Security Agreement and the Intercreditor 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 IP Security Agreement, the terms of the IP 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.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 7<sup>th</sup> day of April, 2009.

AMERICAN APPAREL (USA), LLC,  
as the Company

By: Adrian Kowalewski  
Name: Adrian Kowalewski  
Title: CEO

WILMINGTON TRUST FSB,  
as Second Lien Collateral Agent for the Credit Parties

By:   
Name: **Renee Kuhl**  
Title: **Assistant Vice President**

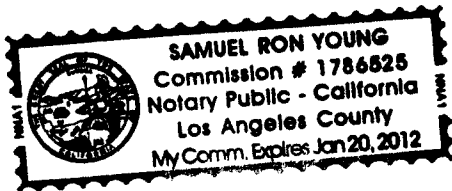
[Signature Page to Short Form Grant of Security Interest in Trademarks]

ACKNOWLEDGMENT OF THE COMPANY

STATE OF California  
COUNTY OF Los Angeles ) ss

On the 7 day of April, 2009, before me personally appeared ANIRAN KOWALEWSKI, to me known, who, being by me duly sworn, did acknowledge that he (she) is the (a) (an) Officer of AMERICAN APPAREL, INC., the limited liability company described in the foregoing instrument, and that he (she) executed said instrument on behalf of said limited liability company as a duly authorized person thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
Notary Public

Address: 11900 Ventura Blvd. Studio City, CA  
91607

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF SECOND LIEN COLLATERAL AGENT

STATE OF MINNESOTA )

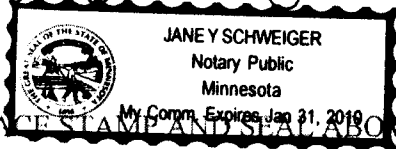
) ss

COUNTY OF HENNEPIN

On the <sup>5th</sup> 7 day of April, 2009, before me personally appeared Renee Kuhl, to me known, who, being by me duly sworn, did acknowledge that he (she) is the (a) Assistant Vice President of Wilmington Trust FSB, the entity described in the foregoing instrument, and that he (she) executed said instrument on behalf of said entity as a duly authorized person of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jane Y. Schweiger  
Notary Public





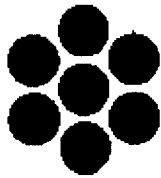
(PLACE STAMP AND SEAL ABOVE)



## SCHEDULE A

### U.S. Trademark Applications and Registrations

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	CALIFORNIA SELECT	U.S.	3,516,158	10/14/2008
American Apparel (USA), LLC	CALIFORNIA SELECT VINTAGE AND MORE	U.S.	3,516,152	10/14/2008
American Apparel (USA), LLC	AMERICAN APPAREL VINTAGE	U.S.	77/373,283	1/16/2008
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	3,516,373	10/14/2008
American Apparel (USA), LLC	VIVA RADIO	U.S.	3,536,279	11/25/2008
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	2,954,280	05/24/2005
American Apparel (USA), LLC		U.S.	2,063,013	05/20/1997
American Apparel (USA), LLC	ALL AMERICAN APPAREL	U.S.	2,359,401	06/20/2000
American Apparel (USA), LLC	CLASSIC BABY	U.S.	2,534,189	01/29/2002
American Apparel (USA), LLC	CLASSIC GIRL	U.S.	2,534,188	01/29/2002
American Apparel (USA), LLC	STANDARD AMERICAN	U.S.	2,534,190	01/29/2002
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	3,048,206	01/24/2006
American Apparel (USA), LLC	Classic Baby & Design	U.S.	3,102,758	06/13/2006
	 ClassicBaby			
American Apparel (USA), LLC	Classic Girl & Design	U.S.	3,026,295	12/13/2005



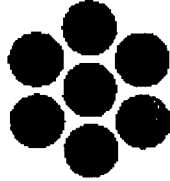
**ClassicGrl**

American Apparel  
(USA), LLC

Seven Circles Design U.S.

3,190,540

01/02/2007

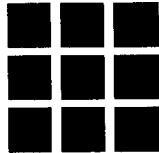


American Apparel  
(USA), LLC

Standard American & U.S.  
Design

3,105,682

06/20/2006



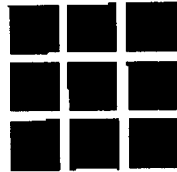
**STANDARD  
AMERICAN**

American Apparel  
(USA), LLC

Nine Square Design U.S.

3,078,364

04/11/2006



American Apparel  
(USA), LLC

SUSTAINABLE EDITION U.S.

2,984,703

08/16/2005

American Apparel  
(USA), LLC

Sustainable Edition & U.S.  
Design

3,102,765

06/13/2006

American Apparel  
(USA), LLC

PANTYTIME U.S.

3,288,903

09/04/2007

American Apparel  
(USA), LLC

AA AND DESIGN US

3,574,355

02/17/2009

American Apparel  
(USA), LLC

AMERICAN  
APPAREL AND  
DESIGN

3,578,314

02/24/2009

American Apparel  
(USA), LLC

MULTIBRAND U.S.

3,559,219

01/06/2009