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
Kellwood Company		05/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One South Wacker, Suite 3400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	a National Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3229037	JOLT
Registration Number:	3321642	K KORET
Registration Number:	3321623	TRANSOL
Registration Number:	3363664	
Registration Number:	3271307	KORATRON
Registration Number:	2925465	KORET SOLOS
Registration Number:	2853619	PANTOLOGY
Registration Number:	3078041	REWIND
Serial Number:	77231769	CAPE COD COUNTRY CLUB
Serial Number:	77231776	DEMAND MORE FROM YOUR TV
Serial Number:	77231778	CAPE COD SPORTSWEAR
Serial Number:	77422691	CHIME
Serial Number:	77500895	CLASSICS BY SAG HARBOR
Serial Number:	78860243	FITS YOU. FITS YOUR LIFESTYLE.

OP $915.00 3229037

Serial Number:	77000545	FOR A THINNER FIT
Serial Number:	78970520	FOR A THINNER YOU
Serial Number:	77240563	FREEDOM TO CHANGE
Serial Number:	77274293	KORETCOMPANY.COM
Serial Number:	77006921	LEGEND BLUE
Serial Number:	77006928	LEGEND DENIM
Serial Number:	77007076	MAGIC PANT
Serial Number:	77422711	MARSI
Serial Number:	77422730	MEMOIR
Serial Number:	78970516	MINIMIZE IT
Serial Number:	78908350	NAPA VALLEY
Serial Number:	77168231	NOTABLES
Serial Number:	78380841	REWIND
Serial Number:	77006911	SEQUIN HEARTS
Serial Number:	77274292	SHOPKORET.COM
Serial Number:	78970507	SLENDER FIT
Serial Number:	77309712	VINCE
Serial Number:	77372502	VINCE
Serial Number:	77506226	VINCE
Serial Number:	77376743	VINTAGE STUDIO
Serial Number:	77577008	WHITE SPACE
Serial Number:	77576934	WIT AND WISDOM

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	05/14/2009

Total Attachments: 5

source=Trademark Security Agreement- Kellwood Company#page1.tif
source=Trademark Security Agreement- Kellwood Company#page2.tif
source=Trademark Security Agreement- Kellwood Company#page3.tif
source=Trademark Security Agreement- Kellwood Company#page4.tif
source=Trademark Security Agreement- Kellwood Company#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2009, by KELLWOOD COMPANY, a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KELLWOOD COMPANY

By: _____
Name: Keith A. Grypp
Title: Sr. Vice President, Secretary and General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: STEVEN CHAMBERS
Title: V.P.

[Signature Page to Trademark Security Agreement- Kellwood]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Owner	Federal Registration Number	Registration Date
Cape Cod Country Club	Kellwood Company	77/231,769	07/17/2007
Cape Cod Match Mates	Kellwood Company	77/231,776	07/17/2007
Cape Cod Sportswear	Kellwood Company	77/231,778	07/17/2007
Chime	Kellwood Company	77/422,691	03/14/2008
Classics by Sag Harbor	Kellwood Company	77/500,895	06/17/2008
Fits You. Fits Your Lifestyle.	Kellwood Company	78/860,243	04/12/2006
For A Thinner Fit	Kellwood Company	77/000,545	09/15/2006
For A Thinner You	Kellwood Company	78/970,520	09/08/2006
Freedom To Change	Kellwood Company	77/240,563	07/27/2007
Jolt	Kellwood Company	3,229,037	04/17/2007
K Koret	Kellwood Company	3,321,642	10/23/2007
K Koret	Kellwood Company	3,321,623	11/06/2007
K Logo Design	Kellwood Company	3,363,664	01/01/2008
Koratron	Kellwood Company	3,271,307	07/31/2007
Koretcompany.com	Kellwood Company	77/274,293	09/07/2007
Koret Solos	Kellwood Company	2,925,465	02/08/2005
Legend Blue	Kellwood Company	77/006,921	09/25/2006
Legend Denim	Kellwood Company	77/006,928	09/25/2006
Magic Pant	Kellwood Company	77/007,076	09/25/2006
Marsi	Kellwood Company	77/422,711	03/14/2008
Memoir	Kellwood Company	77/422,730	03/14/2008
Minimize It	Kellwood Company	78/970,516	09/08/2006
Napa Valley	Kellwood Company	78/908,350	06/14/2006
Notables	Kellwood Company	77/168,231	04/27/2007
Pantology	Kellwood Company	2,853,619	06/15/2004
Rewind	Kellwood Company	3,078,041	04/11/2006
Rewind	Kellwood Company	78/380,841	03/09/2004
Sequin Hearts	Kellwood Company	77/006,911	09/25/2006
Shopkoret.com	Kellwood Company	77/274,292	09/07/2007
Vince	Kellwood Company	77/309,712	10/22/2007
Vince	Kellwood Company	77/372,502	01/15/2008
Vince	Kellwood Company	77/506,226	06/24/2008

Vintage Studio	Kellwood Company	77/376,743	01/21/2008
White Space	Kellwood Company	77/577,008	09/23/2008
Wit and Wisdom	Kellwood Company	77/576,934	09/23/2008

RECORDED: 05/14/2009

TRADEMARK
REEL: 003987 FRAME: 0097