

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

05/18/2009

Stylesheet Version v1.1

900134247

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Trademark No. 77/479,984, which was inadvertently omitted from the recording of the document previously recorded on Reel 003987 Frame 0078. Assignor(s) hereby confirms the Trademark No. 77/479,984 should be included in the recording..		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phat Fashions LLC		05/14/2009	LIMITED LIABILITY COMPANY, NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	One South Wacker Drive, Suite 3400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	a National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77479984	PHAT PREMIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9787		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	312-983-2898		
<b>Email:</b>	magdalini.rizakos@lw.com		
<b>Correspondent Name:</b>	Magdalini Rizakos c/o Latham & Watkins		
<b>Address Line 1:</b>	233 South Wacker Drive, Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Magdalini Rizakos		
<b>Signature:</b>	/mrl/		

OP \$40.00 77479984

FROM LATHAM WATKINS LLP  
TO: MAGDALINI RIZAKOS C/O LATHAM & WAKINS

(TUE) 5.19'09 15:02/ST. 14:58/NO. 4861369832 P 15  
COMPANY: 233 SOUTH WACKER DRIVE, SUIT

Date:

05/18/2009

Total Attachments: 4

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**05/14/2009**  
**900134034**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Phat Fashions LLC		05/14/2009	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	77333449	BABY PHAT
Serial Number:	77164441	BABY PHAT
Serial Number:	77648848	BABY PHAT
Serial Number:	77312409	BABY PHAT SEDUCTIVE GODDESS
Serial Number:	78900319	P
Registration Number:	3451492	P
Registration Number:	3438436	P
Serial Number:	78750668	
Serial Number:	77070381	PHAT
Registration Number:	3117467	PHAT
Serial Number:	77231510	PHAT CLASSICS
Serial Number:	77333468	PHAT FARM
Serial Number:	77479951	PHAT PREMIUM

OP \$440.00 77333449

Serial Number:	77479892	PHAT PREMIUM
Serial Number:	77479891	
Serial Number:	77479820	
Serial Number:	77479939	
<b>CORRESPONDENCE DATA</b>		
Fax Number:	(312)993-9767	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	/mrl	
Date:	05/14/2009	
<b>Total Attachments: 4</b> source=Trademark Security Agreement- Phat Fashions#page1.tif source=Trademark Security Agreement- Phat Fashions#page2.tif source=Trademark Security Agreement- Phat Fashions#page3.tif source=Trademark Security Agreement- Phat Fashions#page4.tif		

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2009, by PHAT FASHIONS LLC, a New York limited liability company ("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.

PHAT FASHIONS LLC

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

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: *Steve C. Hammond*  
Name: STEVE C. HAMMOND  
Title: VP

[Signature Page to Trademark Security Agreement]