

**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
ANCHOR BLUE, INC.		08/14/2009	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	c/o PNC Business Credit
Internal Address:	2 North Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3209443	A.BLUE
Registration Number:	2142905	ANCHOR BLUE
Registration Number:	2038917	ANCHOR BLUE
Registration Number:	1589034	ANCHOR BLUE
Registration Number:	1292992	ANCHOR BLUE
Registration Number:	3501735	ANCHORBLUE
Registration Number:	2126999	BEYOND BAGGY
Registration Number:	3086433	BIKINI EYE CANDY
Registration Number:	3086434	BIKINI SUMMER
Registration Number:	3452096	
Registration Number:	3270819	GET YOUR CLOTHES ON
Registration Number:	3522204	HEIDIWOOD
Registration Number:	3437344	LIVE, LOVE AND BE FREE

CH \$490.00 3209443

Registration Number:	1096347	MILLER'S OUTPOST
Registration Number:	1589478	M MILLERS OUTPOST
Serial Number:	77789623	PICK OUR POCKETS
Registration Number:	3599743	TAKEN
Registration Number:	3609902	UNCHAINED
Registration Number:	3126096	WIRED

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213.680.6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: Kimberley A. Lathrop  
Address Line 1: c/o Bingham McCutchen LLP  
Address Line 2: 355 South Grand Avenue  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	30083.341471
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	08/14/2009

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 14th day of August, 2009, by the Grantor listed on the signature pages hereof ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of August 14, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the 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) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations.

Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; 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.

GRANTOR:

ANCHOR BLUE, INC.,  
a Florida corporation


By: Scott Rosner  
Name: Scott Rosner  
Title: Senior Vice President and CFO

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004044 FRAME: 0709**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: ROBIN L. ARRIOLA  
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement



**TRADEMARK**  
**REEL: 004044 FRAME: 0710**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Description of Trademark
A.BLUE	U.S.	76/382018 3/14/2002	3209443 2/13/2007	3, perfume
ANCHOR BLUE	U.S.	75/298813 5/27/1997	2142905 3/10/1998	35, retail store services specializing in clothing and accessories, including hair ornaments, handbags and leather goods, costume jewelry, cologne
ANCHOR BLUE	U.S.	75/078622 3/26/1996	2038917 2/18/1997	3, cologne
ANCHOR BLUE	U.S.	73/820411 8/21/1989	1589034 3/27/1990	25, MEN'S SPORTSWEAR, NAMELY PANTS, SHORTS, SHIRTS, JACKETS, FOOTWEAR AND YOUNG WOMEN'S AND LADIES SPORTSWEAR, NAMELY BLOUSES, DRESSES, PANTS, JACKETS, SWEATERS, SHORTS, SKIRTS, AND FOOTWEAR
ANCHOR BLUE	U.S.	73/424740 5/6/1983	1292992 9/4/1984	25, ladies' pants
ANCHORBLUE	U.S.	77/402624 2/21/2008	3501735 9/16/2008	3, fragrances for personal use 14, jewelry 18, handbags, tote bags and backpacks 25, Shirts, t-shirts, sweaters, tops, jackets, pants, shorts, socks, underwear, lingerie, swimwear, belts, headwear and footwear 35, Retail store services specializing in clothing, headwear, footwear, and accessories including handbags, tote bags and backpacks, sunglasses, hair ornaments, jewelry and fragrances
BEYOND BAGGY	U.S.	75/194362 11/7/1996	2126999 1/6/1998	25, pants and shorts



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Description of Trademark
BIKINI EYE CANDY	U.S.	78/429028 6/2/2004	3086433 4/25/2006	3, cologne; body sprays
BIKINI SUMMER	U.S.	78/429033 6/2/2004	3086434 4/25/2006	3, cologne; body sprays
DESIGN 	U.S.	77/144024 3/29/2007	3452096 6/24/2008	3, Fragrances for personal use, cosmetics and non-medicated toiletries 14, jewelry 18, Backpacks, totebags and handbags 25, Shirts, t-shirts, sweaters, tops, jackets, pants, belts, shorts, underwear, swimwear, lingerie, headwear and footwear 35, Retail store services specializing in clothing, footwear and accessories, namely, handbags, backpacks and tote bags, hair ornaments, sunglasses, jewelry, fragrances and cosmetics
GET YOUR CLOTHES ON	U.S.	76/666789 9/29/2006	3270819 7/31/2007	35, RETAIL STORE SERVICES FEATURING CLOTHING AND ACCESSORIES
HEIDIWOOD	U.S.	77/329638 11/14/2007	3522204 10/21/2008	14, jewelry 18, handbags 25, Shirts, t-shirts, tops, jackets, pants, shorts, skirts and dresses 35, Retail store services specializing in clothing, handbags, fragrances for personal use and jewelry
LIVE, LOVE AND BE FREE	U.S.	77/187424 5/22/2007	3437344 5/27/2008	25, Clothing, namely, shirts, T- shirts, tops, jackets, pants, shorts
MILLER'S OUTPOST	U.S.	73/143127 9/30/1977	1096347 7/11/1978	42, retail clothing store services
millers outpost design 	U.S.	73/793351 4/14/1989	1589478 3/27/1990	42, retail clothing store services

Signature Page to Trademark Security Agreement

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**TRADEMARK**  
**REEL: 004044 FRAME: 0712**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Description of Trademark
PICK OUR POCKETS	U.S.	77/789623 7/25/09		Sales promotion services
TAKEN	U.S.	77/366730 1/8/2008	3599743 3/31/2009	3, fragrances for personal use
UNCHAINED	U.S.	77/381783 1/28/2008	3609902 4/21/2009	3, fragrances for personal use
WIRED	U.S.	78/609120 4/14/2005	3126096 8/8/2006	3, cologne
ANCHOR BLUE	State of Wisconsin		7/5/2000	35, retail stores specializing in apparel and fashion accessories
ANCHOR BLUE	Canada	0833741 1/15/1997	TMA5315 28 8/21/2000	25, 35, Men's sportswear, namely pants, shorts, shirts, jackets, footwear, namely, shoes, athletic shoes, boots and sandals and young women's and ladies sportswear, namely blouses, dresses, pants, jackets, sweaters, shorts, skirts, and footwear, namely, shoes, athletic shoes, boots and sandals
ANCHOR BLUE	Mexico	251584 1/9/1996	541708 2/3/1997	25, TROUSERS, TROUSERS SHORTS, SHIRTS, CHAMARRAS, FOOTWEAR FOR MEN AND OVERALLS, CLOTHING, TROUSERS, CHAMARRAS, SWEATERS, TROUSERS SHORTS, SHIRTS AND FOOTWEAR FOR DRAUGHTS AND YOUNG WOMEN
ANCHORBLUE	Peru		144,199 1/5/2008	25, CLOTHING
ANCHORBLUE	Singapore		T0800516 B 1/15/2008	25, CLOTHING, FOOTWEAR AND HEADWEAR
ANCHORBLUE	Indonesia	D2008/ 017603 5/14/2008		25, CLOTHING, FOOTWEAR AND HEADWEAR
ANCHORBLUE	Malaysia	2008/ 01604 1/25/2008		25, CLOTHING, FOOTWEAR AND HEADWEAR

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**TRADEMARK**  
**REEL: 004044 FRAME: 0713**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Description of Trademark
ANCHOR BLUE	Taiwan	083050390	693679 10/16/95	25, LADIES' PANTS, MEN'S PANTS, SHORTS, SHIRTS, JACKETS, FOOTWEAR, YOUNG WOMEN'S AND LADIES' BLOUSES, DRESSES, PANTS, JACKETS, SWEATERS, SHORTS, SKIRTS AND FOOTWEAR

Licenses

None.

Signature Page to Trademark Security Agreement

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RECORDED: 08/14/2009

TRADEMARK  
REEL: 004044 FRAME: 0714