

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
American Apparel (USA), LLC (f/k/a AAI Acquisition LLC (successor-by-merger to American Apparel, Inc.))		12/30/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
American Apparel Retail, Inc.		12/30/2009	CORPORATION: CALIFORNIA
American Apparel Dyeing & Finishing, Inc.		12/30/2009	CORPORATION: CALIFORNIA
KCL Knitting, LLC		12/30/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
American Apparel, LLC		12/30/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
Fresh Air Freight, Inc.		12/30/2009	CORPORATION: CALIFORNIA
American Apparel, Inc. (f/k/a Endeavor Acquisition Corp.)		12/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A. (sucessor by merger to LaSalle Business Credit, LLC, as Agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance)
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3516158	CALIFORNIA SELECT
Registration Number:	3516152	CALIFORNIA SELECT VINTAGE AND MORE
Registration Number:	3516373	AMERICAN APPAREL

CH \$540.00 3516158

Registration Number:	3536279	VIVA RADIO
Registration Number:	3102765	SUSTAINABLE EDITION
Registration Number:	3288903	PANTYTIME
Registration Number:	3574355	AA
Registration Number:	3578314	AMERICAN APPAREL
Registration Number:	3559219	MULTIBRAND
Registration Number:	2954280	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
Registration Number:	3026295	CLASSICGIRL
Registration Number:	3190540	
Registration Number:	3105682	STANDARD AMERICAN
Registration Number:	3078364	
Registration Number:	2984703	SUSTAINABLE EDITION

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9120815
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/12/2010

Total Attachments: 12
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of December 30, 2009, by and among (a) each of the Persons identified as a "Borrower" on the signature pages hereof (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons identified as a "Facility Guarantor" on the signature pages hereof (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrowers and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) BANK OF AMERICA, N.A. (successor by merger to LaSalle Business Credit, LLC, as agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance), as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) Bank of America, N.A. (successor by merger to LaSalle Business Credit, LLC, as Agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance), as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Credit Parties, (iii) the Collateral Agent, and (iv) the Lenders party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), by and among certain of the Grantors and the Collateral Agent, pursuant to which, among other things, such Grantors granted to the Collateral Agent, for the ratable benefit of the Credit Parties, a continuing security interest and to the IP Collateral (as defined therein); and

WHEREAS, the Grantors have advised the Collateral Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendment to Exhibit A. **EXHIBIT A** to the IP Security Agreement is hereby supplemented as set forth on **EXHIBIT A-1** attached hereto, and the IP Collateral described in Section 2(a), 2(b) and 2(c) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses, Patents and Patent Licenses, and Trademarks and Trademark Licenses described on such **EXHIBIT A-1** (collectively, the "New IP").
3. Ratification of Security Interest. Each Grantor hereby ratifies the Security Interest (as defined in the Security Agreement) granted by such Grantor to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Security Agreement) and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the New IP, whether now owned or existing or hereafter acquired or arising, together with all of such Grantor's assets of the type described in clauses (d), (e), (f), (g) and (h) of Section 2 the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the "New IP Collateral").
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Secured Obligations. Each Grantor further acknowledges and agrees that such Grantor does not have any knowledge of any offsets, defenses, or counterclaims against any Agent or any other Credit Party.
5. Counterparts. This First Amendment, which may be executed in multiple counterparts, constitutes the entire agreement of the parties regarding the matters contained herein and shall not be modified by any prior oral or written discussions. Delivery of an executed counterpart of a signature page hereto by telecopy or by electronic email in .pdf format shall be effective as delivery of a manually executed counterpart hereof.
6. Governing Law. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

AMERICAN APPAREL (USA), LLC (f/k/a AAI Acquisition LLC (successor-by-merger to American Apparel, Inc.), as Lead Borrower and as a Borrower

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

**AMERICAN APPAREL RETAIL, INC.,
as a Borrower**

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

**AMERICAN APPAREL DYEING &
FINISHING, INC.,
as a Borrower**

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

**KCL KNITTING, LLC,
as a Borrower**

By: American Apparel (USA), LLC, its sole member

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

AMERICAN APPAREL, LLC,
as a Facility Guarantor

By: American Apparel (USA), LLC, its sole member

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

FRESH AIR FREIGHT, INC.,
as a Facility Guarantor

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

[AMERICAN APPAREL, INC. (f/k/a Endeavor Acquisition Corp.), as a Facility Guarantor

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Chief Financial Officer

COLLATERALAGENT:

BANK OF AMERICA, N.A. (successor by merger to LaSalle Business Credit, LLC, as agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance)

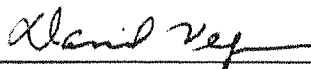
By: 
Name: David Vega
Title: Managing Director

EXHIBIT A-1

[see attached]

1141197.1

EXHIBIT A
INTELLECTUAL PROPERTY

U.S. Copyright Registrations and Applications

Copyright	Registration No.	Registration Date	Record Owner
American Apparel (copyright covers hang tags for garments)	TX 6-231-973	08/22/2005	American Apparel (USA), LLC
American Apparel (copyright covers 2005 catalog)	TX 6-219-297	08/22/2005	American Apparel (USA), LLC
Americanapparel.net (copyright covers website, text and photos)	TX 6-219-296	08/22/2005	American Apparel (USA), LLC
BFF best friends forever	VA 1-402-789	07/19/2006	American Apparel (USA), LLC

U.S. Copyright Licenses

None.

U.S. Patents and Patent Applications


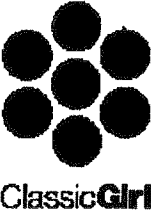
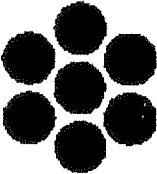
None.

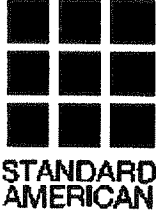
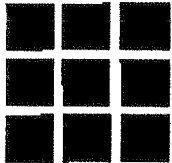
U.S. Patent Licenses

None.

U.S. Trademark Registrations and Applications

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	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	Sustainable Edition & Design	U.S.	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	U.S.	3,578,314	02/24/2009
American Apparel (USA), LLC	MULTIBRAND	U.S.	3,559,219	01/06/2009
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	2,954,280	05/24/2005
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

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
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
American Apparel (USA), LLC	Classic Girl & Design 	U.S.	3,026,295	12/13/2005
American Apparel (USA), LLC	Seven Circles Design 	U.S.	3,190,540	01/02/2007

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	Standard American & Design 	U.S.	3,105,682	06/20/2006
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

Trademark Licenses

American Apparel, Inc. and 9001-9134 Quebec, Inc., Dated April 5, 2007

All American Apparel trademarks licensed to Roochi Traders

Above listed trademarks may be subject to oral licenses among Borrowers and their Affiliates

Inbound licenses consist of software user licenses

Intellectual Property Oppositions

None.