

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
Women's Apparel Group, LLC		02/11/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Women's Apparel Group Finco, LLC		
Street Address:	142 West 57th Street, 17th Floor		
Internal Address:	c/o Monomoy Capital Partners		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3736026	BA BOSTON APPAREL GROUP	
Serial Number:	77826791	BOSTON APPAREL GROUP	
Registration Number:	3350530	BOSTON DESIGN STUDIO	
Registration Number:	3363860	CCO	
Registration Number:	3690506	CHADWICKS	
Registration Number:	3191808	CHADWICK'S	
Registration Number:	2712159	CHADWICK'S	
Registration Number:	1948523	CHADWICK'S	
Registration Number:	3441951	CHADWICK'S FASHION POINTS	
Registration Number:	1672908	CHADWICK'S OF BOSTON	
Registration Number:	1211131	CHADWICKS	
Registration Number:	2903387	COMPARE ANYWHERE, YOU ALWAYS GET MORE AT ... CHADWICK'S	

CH \$690.00 3736026

Registration Number:	1750226	FADS
Registration Number:	2807464	FASHIONCODE
Registration Number:	3206844	IT'S A REAL STEAL
Registration Number:	1989822	J.L. PLUM
Registration Number:	1255402	KATELYN COURT
Registration Number:	3440408	METRO LIFT
Registration Number:	2820510	METROSTYLE
Registration Number:	3435679	METROBLUES
Registration Number:	3266084	METROSTYLE
Registration Number:	3450247	METROWORKS
Registration Number:	2010503	REAL COMFORT
Registration Number:	2082526	SUPER SLIMMER
Registration Number:	1649769	THE ORIGINAL OFF-PRICE FASHION CATALOG
Registration Number:	3281155	WEAR2WORK
Registration Number:	3146858	YOU ALWAYS GET MORE!

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
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Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	41912-45 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	02/12/2010

Total Attachments: 6
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF February 11, 2010 AMONG WOMEN'S APPAREL GROUP FINCO, LLC ("SUBORDINATED CREDITOR"), WOMEN'S APPAREL GROUP, LLC AND CASUAL LIVING ACQUISITION, LLC (INDIVIDUALLY AND COLLECTIVELY, JOINTLY AND SEVERALLY, THE "BORROWER"), WOMEN'S APPAREL GROUP HOLDINGS, INC. (THE "GUARANTOR", AND TOGETHER WITH THE BORROWER, COLLECTIVELY, THE "OBLIGORS") AND WACHOVIA BANK, NATIONAL ASSOCIATION (THE "SENIOR AGENT") TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE OBLIGORS PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF OCTOBER 17, 2008 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SENIOR CREDIT AGREEMENT") BY, AMONG OTHERS, THE OBLIGORS, THE LENDERS PARTY THERETO, AND THE SENIOR AGENT, AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR CREDIT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT. THIS AGREEMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNTIL THE PURCHASER, ASSIGNEE OR TRANSFEREE HAS BECOME A PARTY TO AND BOUND BY SUCH SUBORDINATION AGREEMENT. THE PARTIES HERETO ACKNOWLEDGE THAT THE EXERCISE OF CERTAIN OF THE SUBORDINATED CREDITOR'S RIGHTS AND REMEDIES HEREUNDER ARE SUBJECT TO, AND RESTRICTED BY, THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2010, is made by WOMEN'S APPAREL GROUP, LLC, a Delaware limited liability company (the "Grantor"), in favor of WOMEN'S APPAREL GROUP FINCO, LLC, a Delaware limited liability company, as lender (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain Senior Secured Subordinated Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantor has executed and delivered to the Secured Party a Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note, the Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of the 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 its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.

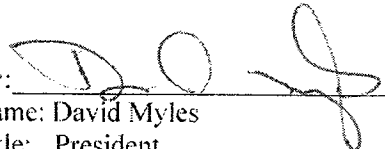
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

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IN WITNESS WHEREOF, the 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:

WOMEN'S APPAREL GROUP, LLC

By: 
Name: David Myles
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WOMEN'S APPAREL GROUP FINCO, LLC

By: _____
Name: Andrea Cipriani
Title: Secretary

Women's Apparel
Trademark Security Agreement

IN WITNESS WHEREOF, the 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:

WOMEN'S APPAREL GROUP, LLC

By: _____

Name: David Myles

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WOMEN'S APPAREL GROUP FINCO, LLC

By:  _____


Name: Andrea Cipriani

Title: Secretary

Women's Apparel
Trademark Security Agreement

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

(1) All of the following trademarks are owned by the Grantor:

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
BA BOSTON APPAREL GROUP  BOSTON APPAREL GROUP	U.S.	77/639,727 12/24/2008	3,736,026 1/12/2010	REGISTERED	Women's Apparel Group, LLC
BOSTON APPAREL GROUP	U.S.	77/826,791 9/15/2009		PENDING	Women's Apparel Group, LLC
BOSTON DESIGN STUDIO	U.S.	77/083,181 1/15/2007	3,350,530 12/4/2007	REGISTERED	Women's Apparel Group, LLC
CCO	U.S.	78/962,690 8/29/2006	3,363,860 1/1/2008	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	Community Trademark	2485902 11/30/2001	2485902 11/30/2001	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	Mexico	520815 11/30/2001	842326 7/19/2004	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	77/605,026 10/31/2008	3,690,506 9/29/2009	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	78/675,275 7/21/2005	3,191,808 1/2/2007	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	78/066,533 5/31/2001	2,712,159 4/29/2003	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S	U.S.	74/596,595 11/3/1994	1,948,523 1/16/1996	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S FASHION POINTS	U.S.	77/189,603 5/24/2007	3,441,951 6/3/2008	REGISTERED	Women's Apparel Group, LLC
CHADWICK'S OF BOSTON	U.S.	74/137,527 2/8/1991	1,672,908 1/21/1992	REGISTERED	Women's Apparel Group, LLC
CHADWICKS	U.S.	73/340,718 12/9/1981	1,211,131 9/28/1982	REGISTERED	Women's Apparel Group, LLC
COMPARE ANYWHERE. YOU ALWAYS GET MORE AT ... CHADWICK'S	U.S.	78/307,973 10/1/2003	2,903,387 11/16/2004	REGISTERED	Women's Apparel Group, LLC
FADS	U.S.	74/285,970 6/18/1992	1,750,226 2/2/1993	REGISTERED	Women's Apparel Group, LLC
FASHIONCODE	U.S.	78/150,292 8/2/2002	2,807,464 1/20/2004	REGISTERED 6-year Affidavit of Use past due In grace period until 7/20/2010	Women's Apparel Group, LLC
IT'S A REAL STEAL	U.S.	78/619,115 4/28/2005	3,206,844 2/6/2007	REGISTERED	Women's Apparel Group, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
J.L. PLUM	U.S.	74/686,582 6/7/1995	1,989,822 7/30/1996	REGISTERED	Women's Apparel Group, LLC
KATELYN COURT	U.S.	73/376,364 7/26/1982	1,255,402 10/25/1983	REGISTERED	Women's Apparel Group, LLC
METRO LIFT	U.S.	77/298,469 10/8/2007	3,440,408 6/3/2008	REGISTERED	Women's Apparel Group, LLC
METRO STYLE	U.S.	78/136,264 6/17/2002	2,820,510 3/2/2004	REGISTERED 6-year Affidavit of Use due 3/2/2010	Women's Apparel Group, LLC
METROBLUES	U.S.	77/298,454 10/8/2007	3,435,679 5/27/2008	REGISTERED	Women's Apparel Group, LLC
METROSTYLE	U.S.	78/678,667 7/26/2005	3,266,084 7/17/2007	REGISTERED	Women's Apparel Group, LLC
METROWORKS	U.S.	77/076,831 1/5/2007	3,450,247 1/17/2008	REGISTERED	Women's Apparel Group, LLC
REAL COMFORT	U.S.	74/497,889 3/7/1994	2,010,503 10/22/1996	REGISTERED	Women's Apparel Group, LLC
SUPER SLIMMER	U.S.	75/109,288 5/24/1996	2,082,526 7/22/1997	REGISTERED	Women's Apparel Group, LLC
THE ORIGINAL OFF-PRICE FASHION CATALOG	U.S.	73/818,233 8/10/1989	1,649,769 7/2/1991	REGISTERED	Women's Apparel Group, LLC
WEAR2WORK	U.S.	78/931,626 7/18/2006	3,281,155 8/14/2007	REGISTERED	Women's Apparel Group, LLC
YOU ALWAYS GET MORE!	U.S.	78/608,615 4/14/2005	3,146,858 9/19/2006	REGISTERED	Women's Apparel Group, LLC