

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
Casual Living Acquisition, LLC		02/11/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS
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: 2			
Property Type	Number	Word Mark	
Registration Number:	1647767	CASUAL LIVING	
Registration Number:	1671411	CASUAL LIVING U.S.A.	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	41912-45 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

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**TRADEMARK
 REEL: 004148 FRAME: 0664**

Signature:	/Renee M. Prescan/
Date:	02/12/2010
Total Attachments: 5 source=Casual-WAG Finco Trademark Security Agmt#page1.tif source=Casual-WAG Finco Trademark Security Agmt#page2.tif source=Casual-WAG Finco Trademark Security Agmt#page3.tif source=Casual-WAG Finco Trademark Security Agmt#page4.tif source=Casual-WAG Finco Trademark Security Agmt#page5.tif	

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 CASUAL LIVING ACQUISITION, LLC, a Massachusetts 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.

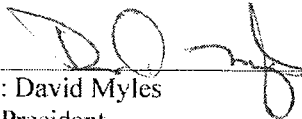
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject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

CASUAL LIVING ACQUISITION, LLC

By: 
Name: David Myles
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WOMEN'S APPAREL GROUP FINCO, LLC

By: _____
Name: Andrea Cipriani
Title: Secretary

Casual Living
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:

CASUAL LIVING ACQUISITION, LLC

By: _____

Name: David Myles

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WOMEN'S APPAREL GROUP FINCO, LLC

By: _____

Name: Andrea Cipriani

Title: Secretary

Casual Living
Trademark Security Agreement

TRADEMARK
REEL: 004148 FRAME: 0669

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

All of the following trademarks are owned by the Grantor:

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
CASUAL LIVING	U.S.		1,647,767	REGISTERED	Casual Living Acquisition, LLC
CASUAL LIVING U.S.A.	U.S.		1,671,411	REGISTERED	Casual Living Acquisition, LLC