

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
Kellwood Company		04/15/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	231 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	a national banking association:		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	77781024	CENE	
Serial Number:	77808873	DEMOCRACY	
Serial Number:	85000503	DEMOCRACY DECLARATION OF JEAN DEPENDENCE	
Serial Number:	85000519	DEMOCRACY FREEDOM JEANERATION	
Serial Number:	77948515	HOLLYWOULD	
Serial Number:	77778829	JAYDEN AND CONNOR	
Serial Number:	77866127	KISSABLE	
Serial Number:	77863377	KISS TO KISS	
Serial Number:	77863381	KISS TO KISS XX	
Serial Number:	77778708	SANGRIA	
Serial Number:	77716293	SKIRTOLOGY	
Serial Number:	77863359	STRUCK	
Serial Number:	77863373	STRUCK BY JOLT	
Serial Number:	77956898	THE FLEXI-FIT WAISTBAND	

CH \$365.00 77781024

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	04/19/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2010, by KELLWOOD COMPANY, a Delaware corporation ("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 Amended and Restated Loan and Security Agreement dated as of April 15, 2010 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 continue to make the Loans and to continue 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.

KELLWOOD COMPANY

By: 

Name: Steven E. Baginski

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

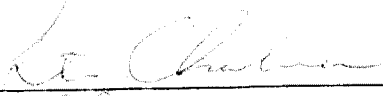
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KELLWOOD COMPANY

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: S. O'CONNELL
Title: VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004188 FRAME: 0384

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration/Application Number</u>	<u>Registration/Application Date</u>
CENE	Kellwood Company	77/781,024	7/14/2009
Democracy (and Design)	Kellwood Company	77/808,873	8/20/2009
Democracy Declaration of Jean Dependence	Kellwood Company	85/000,503	3/29/2010
Democracy Freedom Jeeneration	Kellwood Company	85/000,519	3/29/2010
Hollywould	Kellwood Company	77/948,515	3/2/2010
Jayden and Conner	Kellwood Company	77/778,829	7/10/2009
Kissable	Kellwood Company	77/866,127	11/5/2009
Kiss to Kiss	Kellwood Company	77/863,377	11/2/2001
Kiss to Kiss XX	Kellwood Company	77/863,381	11/2/2001
Sangria	Kellwood Company	77/778,708	7/10/2009
Skirtology	Kellwood Company	77/716,293	4/17/2009
Struck	Kellwood Company	77/863,359	11/2/2009
Struck by Jolt	Kellwood Company	77/863,373	11/2/2009
The Flexi-Fit Waistband	Kellwood Company	77/956,898	3/11/2010