

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kellwood Company

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 14, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal Address: _____
Address: _____

Street Address: One South Wacker, Suite 3400

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
2,759,230 2,601,789 2,847,668 2,132,863
2,646,292 2,919,208 2,596,950 2,875,142

B. Trademark Registration No.(s)
see Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Magdalini Rizakos

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-9767

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501125

Authorized User Name Magdalini Rizakos

9. Signature: Magdalini Rizakos
Signature

3/11/2011
Date

Magdalini Rizakos
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 366-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

USPTO

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TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY: 233 SOUTH WACKER DRIVE, SUI

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.102/15/2011
900184164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Company		02/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2759230	REBECCA TAYLOR	
Registration Number:	2601789	REBECCA TAYLOR	
Registration Number:	2847668	REBECCA TAYLOR	
Registration Number:	2132863	REBECCA TAYLOR	
Registration Number:	2646292	REBECCA TAYLOR	
Registration Number:	2918208	REBECCA TAYLOR	
Registration Number:	2596950	REBECCA TAYLOR	
Registration Number:	2875142	REBECCA TAYLOR	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		

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TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY; 233 SOUTH WACKER DRIVE, SUI

Address Line 4: Chicago, ILLINOIS 60606	
NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	02/15/2011
Total Attachments: 5 source=Trademark Security Agreement (RT)#page1.tif source=Trademark Security Agreement (RT)#page2.tif source=Trademark Security Agreement (RT)#page3.tif source=Trademark Security Agreement (RT)#page4.tif source=Trademark Security Agreement (RT)#page5.tif	

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TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY: 233 SOUTH WACKER DRIVE, SUI

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2011, 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;

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(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]

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TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY: 233 SOUTH WACKER DRIVE, SUI

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: Keith A. Grypp
Name: Keith A. Grypp
Title: Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement- Kellwood]

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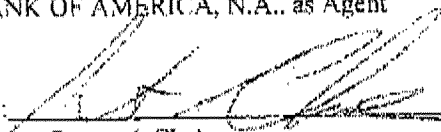
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KELLWOOD COMPANY

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.. as Agent

By: 
Name: Steven J. Chalmers
Title: V.P.

[Signature Page to Trademark Security Agreement- Kellwood]

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TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS COMPANY: 233 SOUTH WACKER DRIVE, SUI

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Federal Registration/Application Number</u>	<u>Registration/Application Date</u>
REBECCA TAYLOR	2,759,230	09/02/2003
REBECCA TAYLOR	2,601,789	07/30/2002
REBECCA TAYLOR	2,847,668	06/01/2004
REBECCA TAYLOR	2,132,863	01/27/1998
REBECCA TAYLOR	2,646,292	11/05/2002
REBECCA TAYLOR	2,919,208	01/18/2005
REBECCA TAYLOR and Design (2 Cars & Crown)	2,596,950	07/23/2002
REBECCA TAYLOR	2,875,142	08/17/2004

CHN1212101.2

RECORDED: 03/11/2011

TRADEMARK
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