

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		03/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	230 W. Monroe Street, Suite 2900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	3274220	A+
Registration Number:	3117128	A+DAM
Registration Number:	3080813	A+EVE
Serial Number:	85154010	ADAM
Serial Number:	85154060	ADAM
Serial Number:	85154160	ADAM
Serial Number:	85154165	ADAM
Registration Number:	3894166	ADAM ADAM LIPPES
Serial Number:	77740172	ADAM ADAM LIPPES
Serial Number:	77981264	ADAM ADAM LIPPES
Serial Number:	77557808	ADAM ADAM LIPPES
Serial Number:	85103919	BELIZA
Serial Number:	85074085	BLK DNM NYC
Serial Number:	85043048	BRIGGS NEW YORK PERFECT FIT WAISTBAND

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Serial Number:	78801438	CABANA BY HOLLYWOULD
Serial Number:	77781024	CENE
Serial Number:	85024515	CHAYA
Serial Number:	85240494	COMPONIX
Serial Number:	77808873	DEMOCRACY
Serial Number:	85000503	DEMOCRACY DECLARATION OF JEAN DEPENDENCE
Serial Number:	85000519	DEMOCRACY FREEDOM JEANERATION
Serial Number:	85174894	GREENFIELD'S
Serial Number:	85175906	GREENFIELD'S
Serial Number:	85223200	HIP SOLUTION
Serial Number:	77948515	HOLLYWOULD
Serial Number:	85030617	JOLT
Serial Number:	85050418	JOLT
Serial Number:	85050526	JOLT
Serial Number:	85050646	JOLT
Serial Number:	85050660	JOLT
Serial Number:	85222977	JOLT
Serial Number:	77866127	KISSABLE
Serial Number:	77863377	KISS TO KISS
Serial Number:	77863381	KISS TO KISS XX
Serial Number:	85181563	KURT THOMAS
Serial Number:	85150827	LOVE ADAM
Serial Number:	85150897	LOVE ADAM
Serial Number:	85150940	LOVE ADAM
Serial Number:	85150961	LOVE ADAM
Serial Number:	85152460	LOVE ADAM
Serial Number:	85151346	LOVE ADAM
Serial Number:	85151400	LOVE ADAM
Serial Number:	85151595	LOVE ADAM
Serial Number:	85151618	LOVE ADAM
Serial Number:	85152471	LOVE ADAM
Serial Number:	85188646	MELROSE
Serial Number:	85188120	MINIMIZE IT
Serial Number:	85223288	PRECISE FIT TECHNOLOGY
Serial Number:	85086662	PRIVACYWEAR

	85086679	PRIVACYWEAR
Serial Number:	85065185	PRVCY PREMIUM
Serial Number:	85065233	PRVCY PREMIUM
Serial Number:	85065754	PRVCY PREMIUM
Serial Number:	85065765	PRVCY PREMIUM
Registration Number:	3078041	REWIND
Registration Number:	3694153	REWIND
Serial Number:	85051409	REWIND
Serial Number:	85051726	REWIND
Serial Number:	85111983	REWIND
Serial Number:	85159447	SAG HARBOR
Serial Number:	85159465	SAG HARBOR
Serial Number:	85159969	SAG HARBOR
Serial Number:	85043063	SAG HARBOR PERFECT FIT WAISTBAND
Registration Number:	3813125	SANGRIA
Serial Number:	77716293	SKIRTOLOGY
Serial Number:	77863359	STRUCK
Serial Number:	77863373	STRUCK BY JOLT
Registration Number:	3914439	STRUCK BY STYLE
Serial Number:	85159981	THE CLOTHES I WEAR
Serial Number:	85223256	THE EASY-FIT WAISTBAND
Registration Number:	3860681	THE FLEXI-FIT WAISTBAND
Serial Number:	85164464	VINCE
Serial Number:	85164483	VINCE
Registration Number:	3861098	VINCE
Serial Number:	85129535	VINCE.
Serial Number:	85129527	VINCE.
Serial Number:	85129380	VINCE.
Serial Number:	85129401	VINCE.
Serial Number:	85149890	WAIST SOLUTION
Serial Number:	85051396	REWIND

CORRESPONDENCE DATA

Fax Number: (312)862-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-862-6371

TRADEMARK
REEL: 004504 FRAME: 0258

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:	22761-26 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	03/24/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 22, 2011, by KELLWOOD COMPANY, a Delaware corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of July 23, 2009, by and among Grantor, each Obligor party thereto, and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time may be amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has agreed to grant a security interest in certain collateral to Collateral Agent for the benefit of the holders of Note Obligations;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent for the benefit of the holders of Note Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the holders of Note Obligations, a continuing second 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, but excluding in the case of any and all of the foregoing, any intent-to-use trademark applications (which such intent-to-use trademark applications shall not be included in the Trademark Collateral until a statement of use is filed with respect thereto);

- (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 Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of Note Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE HOLDERS OF THE PRIORITY OBLIGATIONS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) UPON THE TERMS AND CONDITIONS SET FORTH IN THE INTERCREDITOR AGREEMENT, INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO THE CREDIT AGREEMENT AGENT AND THE LENDERS (AS SUCH TERMS ARE DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO OR IN CONNECTION WITH THE CREDIT AGREEMENT, AND (B) THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN AND THEREIN ARE SUBJECT IN ALL RESPECTS TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AND GOVERN.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this 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:

WELLS FARGO BANK, N.A., as Collateral Agent

By: _____

Name:

Title:

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 004504 FRAME: 0262

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
A+ (Stylized)	Kellwood Company	Registered	3,274,220	8/7/2007
A+DAM	Kellwood Company	Registered	3,117,128	7/18/2006
A+EVE	Kellwood Company	Registered	3,080,813	4/11/2006
ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/154,010]	[filed 10/15/2010]
ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/154,060]	[filed 10/15/2010]
ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/154,160]	[filed 10/15/2010]
ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/154,165]	[filed 10/15/2010]
ADAM ADAM LIPPES	Kellwood Company	Registered	3,894,166	12/21/2010
ADAM ADAM LIPPES	Kellwood Company	Pending	[s/n 77/740,172]	[filed 5/19/2009]
ADAM ADAM LIPPES	Kellwood Company	Pending	[s/n 77/981,264]	[filed 5/19/2009]
ADAM ADAM LIPPES (Stylized)	Kellwood Company	Pending	[s/n 77/557,808]	[filed 8/28/2008]
BELIZA	Kellwood Company	Pending	[85/103,919]	[filed 8/10/2010]
BLK DNM NYC (Stylized)	Kellwood Company	Pending	[s/n 85/074,085]	[filed 6/29/2010]
BRIGGS NEW YORK PERFECT FIT WAISTBAND	Kellwood Company	Pending	[s/n 85/043,048]	[filed 5/19/2010]
CABANA BY HOLLYWOULD	Kellwood Company	Pending	[s/n 78/801,438]	[filed 1/27/2006]
CENE	Kellwood Company	Pending	[s/n 77/781,024]	[filed 7/14/2009]
CHAYA	Kellwood Company	Pending	[s/n 85/024,515]	[filed 4/27/2010]
COMPONIX	Kellwood Company	Pending	[s/n 85/240,494]	[filed 2/11/2011]

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
DEMOCRACY	Kellwood Company	Pending	[s/n 77/808,873]	[filed 8/20/2009]
DEMOCRACY DECLARATION OF JEAN DEPENDENCE	Kellwood Company	Pending	[s/n 85/000,503]	[filed 3/29/2010]
DEMOCRACY FREEDOM JEANERATION	Kellwood Company	Pending	[s/n 85/000,519]	[filed 3/29/2010]
GREENFIELD'S	Kellwood Company	Pending	[s/n 85/174,894]	[filed 11/11/2010]
GREENFIELD'S	Kellwood Company	Pending	[s/n 85/175,906]	[filed 11/11/2010]
HIP SOLUTION	Kellwood Company	Pending	[s/n 85/223,200]	[filed 1/21/2011]
HOLLYWOULD	Kellwood Company	Pending	[s/n 77/948,515]	[filed 3/2/2010]
JOLT	Kellwood Company	Pending	[s/n 85/030,617]	[filed 5/5/2010]
JOLT	Kellwood Company	Pending	[s/n 85/050,418]	[filed 5/28/2010]
JOLT	Kellwood Company	Pending	[s/n 85/050,526]	[filed 5/28/2010]
JOLT	Kellwood Company	Pending	[s/n 85/050,646]	[filed 5/28/2010]
JOLT	Kellwood Company	Pending	[s/n 85/050,660]	[filed 5/28/2010]
JOLT	Kellwood Company	Pending	[s/n 85/222,977]	[filed 1/21/2011]
KISSABLE	Kellwood Company	Pending	[s/n 77/866,127]	[filed 11/5/2009]
KISS TO KISS	Kellwood Company	Pending	[s/n 77/863,377]	[filed 11/2/2009]
KISS TO KISS XX	Kellwood Company	Pending	[s/n 77/863,381]	[filed 11/2/2009]
KURT THOMAS	Kellwood Company	Pending	[s/n 85/181,563]	[filed 11/19/2010]
LOVE ADAM	Kellwood Company	Pending	[s/n 85/150,827]	[filed 10/12/2010]
LOVE ADAM	Kellwood Company	Pending	[s/n 85/150,897]	[filed 10/12/2010]
LOVE ADAM	Kellwood Company	Pending	[s/n 85/150,940]	[filed 10/12/2010]

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
LOVE ADAM	Kellwood Company	Pending	[s/n 85/150,961]	[filed 10/12/2010]
LOVE ADAM	Kellwood Company	Pending	[s/n 85/152,460]	[filed 10/14/2010]
LOVE ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/151,346]	[filed 10/13/2010]
LOVE ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/151,400]	[filed 10/13/2010]
LOVE ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/151,595]	[filed 10/13/2010]
LOVE ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/151,618]	[filed 10/13/2010]
LOVE ADAM (Stylized)	Kellwood Company	Pending	[s/n 85/152,471]	[filed 10/14/2010]
MELROSE	Kellwood Company	Pending	[s/n 85/188,646]	[filed 12/1/2010]
MINIMIZE IT	Kellwood Company	Pending	[s/n 85/188,120]	[filed 12/1/2010]
PRECISE FIT TECHNOLOGY	Kellwood Company	Pending	[s/n 85/223,288]	[filed 1/21/2011]
PRIVACYWEAR	Kellwood Company	Pending	[s/n 85/086,662]	[filed 7/16/2010]
PRIVACYWEAR	Kellwood Company	Pending	[s/n 85/086,679]	[filed 7/16/2010]
PRVCY PREMIUM	Kellwood Company	Pending	[s/n 85/065,185]	[filed 7/16/2010]
PRVCY PREMIUM	Kellwood Company	Pending	[s/n 85/065,233]	[filed 7/16/2010]
PRVCY PREMIUM (and Design)	Kellwood Company	Pending	[s/n 85/065,754]	[filed 7/16/2010]
PRVCY PREMIUM (and Design)	Kellwood Company	Pending	[s/n 85/065,765]	[filed 7/16/2010]
REWIND	Kellwood Company	Registered	3,078,041	4/11/2006
REWIND	Kellwood Company	Registered	3,694,153	10/6/2009
REWIND	Kellwood Company	Pending	[s/n 85/051,396]	[filed 6/1/2010]
REWIND	Kellwood Company	Pending	[s/n 85/051,409]	[filed 6/1/2010]
REWIND	Kellwood Company	Pending	[s/n 85/051,726]	[filed 6/1/2010]

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
REWIND	Kellwood Company	Pending	[s/n 85/111,983]	[filed 6/1/2010]
SAG HARBOR	Kellwood Company	Pending	[s/n 85/159,447]	[filed 10/22/2010]
SAG HARBOR	Kellwood Company	Pending	[s/n 85/159,465]	[filed 10/22/2010]
SAG HARBOR	Kellwood Company	Pending	[s/n 85/159,969]	[filed 10/25/2010]
SAG HARBOR PERFECT FIT WAISTBAND	Kellwood Company	Pending	[s/n 85/043,063]	[filed 5/19/2010]
SANGRIA	Kellwood Company	Registered	3,813,125	7/6/2010
SKIRTOLOGY	Kellwood Company	Pending	[s/n 77/716,293]	[filed 4/17/2009]
STRUCK	Kellwood Company	Pending	[s/n 77/863,359]	[filed 11/2/2009]
STRUCK BY JOLT	Kellwood Company	Pending	[s/n 77/863,373]	[filed 11/2/2009]
STRUCK BY STYLE	Kellwood Company	Registered	3,914,439	2/1/2011
THE CLOTHES I WEAR	Kellwood Company	Pending	[s/n 85/159,981]	[filed 10/25/2010]
THE EASY-FIT WAISTBAND	Kellwood Company	Pending	[s/n 85/223,256]	[filed 1/21/2011]
THE FLEXI-FIT WAISTBAND	Kellwood Company	Registered	3,860,681	10/12/2010
VINCE	Kellwood Company	Pending	[s/n 85/164,464]	[filed 10/29/2010]
VINCE	Kellwood Company	Pending	[s/n 85/164,483]	[filed 10/29/2010]
VINCE	Kellwood Company	Registered	3,861,098	10/12/2010
VINCE. (Stylized)	Kellwood Company	Pending	[s/n 85/129,535]	[filed 9/14/2010]
VINCE. (Stylized)	Kellwood Company	Pending	[s/n 85/129,527]	[filed 9/14/2010]
VINCE. (Stylized)	Kellwood Company	Pending	[s/n 85/129,380]	[filed 9/14/2010]
VINCE. (Stylized)	Kellwood Company	Pending	[s/n 85/129,401]	[filed 9/14/2010]
WAIST SOLUTION	Kellwood Company	Pending	[s/n 85/149,890]	[filed 10/11/2010]

