

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WOMEN'S APPAREL GROUP, LLC		06/06/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1 BOSTON PLACE SUITE 1800
<b>Internal Address:</b>	WELLS FARGO BANK
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	NATIONAL ASSOCIATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	73653755	TOWER HILL
Serial Number:	74725863	KNITT MIXX
Serial Number:	74725860	JENNIFER JAMES
Serial Number:	78635859	STYLE 24/7
Serial Number:	78821807	RSVP PERFECT
Serial Number:	77826791	BOSTON APPAREL GROUP
Serial Number:	77754235	METROSTYLE VIP POINTS
Serial Number:	77802698	METRO SLIMMER

**CORRESPONDENCE DATA**

Fax Number: (703)744-8001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7037448029  
 Email: LKOLO@PATTONBOGGS.COM

OP \$215.00 73653755

Correspondent Name: LACY KOLO  
Address Line 1: 8484 WESTPARK DRIVE  
Address Line 2: PATTON BOGGS  
Address Line 4: MCLEAN, VIRGINIA 20176

ATTORNEY DOCKET NUMBER:	027988.0115
NAME OF SUBMITTER:	LACY KOLO
Signature:	/LACY KOLO/
Date:	06/10/2011

**Total Attachments: 6**  
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**SECOND AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

This Second Amendment to Trademark Security Agreement (this "Second Amendment") is made as of June 7, 2011, by WOMEN'S APPAREL GROUP, LLC, a Delaware limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor as set forth in the Loan and Security Agreement, dated as of October 17, 2008, by, among others, Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, that certain Trademark Security Agreement dated as of October 17, 2008, by Grantor in favor Agent (the "Trademark Security Agreement"), pursuant to which, among other things, Grantor granted to Agent, for itself and the benefit of the other Lenders, a security interest in and continuing lien on all of Grantor's rights, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Grantor has advised Agent that Grantor has acquired additional Trademark Collateral;

WHEREAS, Grantor and Agent now wish to amend, modify and supplement the Trademark Security Agreement, as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Trademark Security Agreement or the Loan Agreement (as applicable).
2. Amendment to Schedule 1. Schedule I to the Trademark Security Agreement is hereby supplemented as set forth on Schedule I-2 attached hereto, and the Trademark Collateral

described in Section 2(a) of the Trademark Security Agreement shall be deemed to include the trademark registrations and applications described on such Schedule I-2 (collectively, the "New Trademarks").

3. Ratification of Security Interest. Grantor hereby ratifies the security interests and liens granted by Grantor in favor of Agent, for itself and the benefit of the other Lenders, under the Loan Agreement and the Trademark Security Agreement, and as further security for the payment and performance of all Obligations, Grantor hereby grants to Agent, for itself and the benefit of the other Lenders, a security interest in and continuing lien on all of Grantor's rights, title and interest in, to and under the New Trademarks, together with all of Grantor's assets of the type described in clauses (b), (c), (d), (e), (f), and (g) of Section 2 of the Trademark Security Agreement relating to the New Trademarks (collectively, the "New Trademark Collateral"). Grantor acknowledges, agrees and confirms that the New Trademark Collateral constitutes "Trademark Collateral" as such term is defined in the Trademark Security Agreement.
4. Loan Agreement. The security interests and liens granted pursuant to this Second Amendment are granted in conjunction with the security interests and liens granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Secured Parties with respect to the security interest in the New 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. In the event that any provision of this Second Amendment is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.
5. Effect on Trademark Security Agreement. Except as specifically amended hereby, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, Grantor hereby acknowledges, confirms and agrees that all Trademark Collateral (including the New Trademark Collateral) shall continue to secure the Obligations. Grantor further acknowledges and agrees that Grantor does not have any knowledge of any offsets, defenses, or counterclaims against Agent or any other Secured Party.
6. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Second Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Second Amendment. Any party delivering an executed counterpart of this Second Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Second Amendment.

7. Governing Law. The validity, interpretation and enforcement of this Second Amendment and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, Grantor and Agent have executed this Second Amendment as of the day and year first above written.

WOMEN'S APPAREL GROUP, LLC

By: *D. Myles*  
Name: DAVID MYLES  
Title: PRESIDENT & COO

ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS )  
COUNTY OF Bristol )

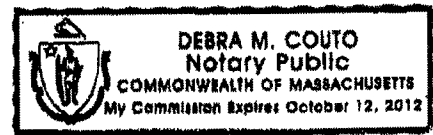
ss.

On this 6<sup>th</sup> day of JUNE, 2011 before me personally appeared David Myles, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Women's Apparel Group, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

*Debra M Couto* 6/6/11  
Notary Republic Debra M. Couto

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[SIGNATURES CONTINUED ON NEXT PAGE]



[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK, NATIONAL  
ASSOCIATION (successor by merger to  
Wachovia Bank, National Association)  
As Agent

By: Danielle Baldinelli  
Name: Danielle Baldinelli  
Title: Vice President

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK  
REEL: 004559 FRAME: 0315

**SCHEDULE 1-2  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**List of Trademarks and Trademark Applications**

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Ser No</b>	<b>Reg No</b>	<b>Status</b>	<b>Current Owner</b>
TOWER HILL	U.S.	73653755	1467466	CANCELLED	Women's Apparel Group, LLC
KNITT MIXX	U.S.	74725863	2103959	CANCELLED	Women's Apparel Group, LLC
JENNIFER JAMES	U.S.	74725860	2114549	CANCELLED	Women's Apparel Group, LLC
STYLE 24/7	U.S.	78635859	NONE	ABANDONED	Women's Apparel Group, LLC
RSVP PERFECT	U.S.	78821807	NONE	ABANDONED	Chadwick's of Boston
BOSTON APPAREL GROUP	U.S.	77826791	3747989	REGISTERED	Women's Apparel Group, LLC
METROSTYLE VIP POINTS	U.S.	77754235	3851141	REGISTERED	Women's Apparel Group, LLC
METRO SLIMMER	U.S.	77802698	3846346	REGISTERED	Women's Apparel Group, LLC

Schedule I-2 to Second Amendment to Trademark Security Agreement