

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest at Reel/Frame No. 3389/0814

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		06/09/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Max Rave, LLC
Street Address:	2761 Fruitland Avenue
City:	Vernon
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1285656	G + G
Registration Number:	3399602	LOLA
Registration Number:	3506656	MAX RAVE
Registration Number:	3407283	MAX RAVE
Registration Number:	3407284	MAX RAVE
Registration Number:	3407285	MAX RAVE
Registration Number:	3407286	MAX RAVE
Registration Number:	1301774	LOLA
Registration Number:	2463053	LOLA
Registration Number:	3410475	LOLA

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com

900199485

**TRADEMARK
 REEL: 004602 FRAME: 0763**

OP \$265.00 1285656

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0099
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	08/11/2011

Total Attachments: 6
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "**Release**"), dated as of June 9, 2011, is made by CITICORP NORTH AMERICA, INC., a New York corporation located at 388 Greenwich Street, 20th Floor, New York, New York 10013, in its capacity as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), in favor of BCBG MAX AZRIA GROUP, INC., a California corporation, located at 2761 Fruitland Avenue, Vernon, CA 90058; BCBG MAXAZRIA HOLDINGS, INC., a California corporation, located at 2761 Fruitland Avenue, Vernon, CA 90058; BCBG MAXAZRIA INTERNATIONAL HOLDINGS, INC., a California corporation, located at 2761 Fruitland Avenue, Vernon, CA 90058; and MLA MULTIBRAND HOLDINGS, INC., a Delaware corporation, located at 2761 Fruitland Avenue, Vernon, CA 90058; MAX RAVE, LLC, a Delaware limited liability company located at 2761 Fruitland Avenue, Vernon, CA 90058 (each, individually, an "**Assignee**" and, collectively, "**Assignees**").

WITNESSETH:

WHEREAS, certain Assignees are party to that certain Pledge and Security Agreement, dated as of August 10, 2005, pursuant to which (i) certain Assignees entered into that certain Trademark Security Agreement, dated as of August 10, 2005, and recorded in the United States Patent and Trademark Office at Reel/Frame No. 3141/0506, and (ii) certain Assignees entered into that certain Trademark Security Agreement, dated as of August 24, 2006, and recorded in the United States Patent and Trademark Office at Reel/Frame Nos. 3389/0814 and 3389/0833 (collectively, the "**Trademark Security Agreements**"), in each case, in favor of the Collateral Agent and pursuant to which Assignees pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on all such Assignees' right, title and interest in, to and under the Trademark Collateral, including the Trademarks referred to on Schedule I hereto and all extensions or renewals of such Trademarks, all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each Trademark License, and the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, in order to secure their Secured Obligations;

NOW, THEREFOR, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Trademark Security Agreements and used herein have the meaning given to them in the Trademark Security Agreements.

Section 2. Release of Security Interest in Collateral.

The Collateral Agent hereby terminates, releases, and discharges fully its continuing security interest in and lien on all of the Assignees' right, title and interest in, to and under the Trademark Collateral, including the Trademarks referred to on Schedule I hereto.

Section 3. Further Assurances.

The Collateral Agent hereby authorizes Assignees (or Assignees' authorized representatives) to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of the Collateral Agent in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to each Assignee any and all further documents and instruments, and do any and all further acts which Assignees (or their agents or designees) reasonably request, at Assignees' sole cost and expense, in order to confirm this Release and Assignees' right, title, and interest in, to or under the Trademark Collateral.

Section 4. Choice of Law.

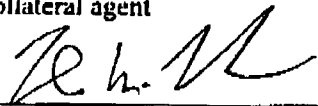
This Release and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and be governed by the laws of the State of New York without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

Section 5. Counterparts.

This Release may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Collateral Agent and each Assignee has caused this **RELEASE OF TRADEMARK SECURITY INTEREST (SECOND LIEN)** to be executed and delivered by its duly authorized officer as of the date first set forth above.


CITICORP NORTH AMERICA, INC., as
the collateral agent

By: 
Name: _____
Title: THOMAS M. HALSCH
VICE PRESIDENT

Signature page to Release of Trademark Security Inter - Second Lien



**Schedule I
To
Release of Trademark Security Interest**

Security Interest at Reel/Frame No. 3141/0506




Owner	Mark	Application No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	BC BG	75157821 28-AUG-1996	2166425 16-JUN-1998
MLA Multibrand Holdings, Inc.	BC BG	75157819 28-AUG-1996	2408974 28-NOV-2000
MLA Multibrand Holdings, Inc.	BC BG	75157820 28-AUG-1996	2162708 02-JUN-1998
MLA Multibrand Holdings, Inc.	BCBG	74616805 30-DEC-1994	1939918 05-DEC-1995
MLA Multibrand Holdings, Inc.	BC BG MAX AZRIA	75157828 28-AUG-1996	2162709 02-JUN-1998
MLA Multibrand Holdings, Inc.	BC BG MAX AZRIA	75157838 28-AUG-1996	2160919 26-MAY-1998
MLA Multibrand Holdings, Inc.	BCBG	76208759 12-FEB-2001	2581591 18-JUN-2002
MLA Multibrand Holdings, Inc.	BCBG	76208760 12-FEB-2001	2872074 10-AUG-2004
MLA Multibrand Holdings, Inc.	BCBG	75157823 28-AUG-1996	2229364 02-MAR-1999
MLA Multibrand Holdings, Inc.	BCBG ATTITUDE	78455976 23-JUL-2004	3094172 16-MAY-2006
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA	76208758 12-FEB-2001	2581590 18-JUN-2002
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA	75157829 28-AUG-1996	2229366 02-MAR-1999
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA	75157827 28-AUG-1996	2362512 27-JUN-2000
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA	75157824 28-AUG-1996	2229365 02-MAR-1999
MLA Multibrand Holdings, Inc.	BCBGIRLS	76203762 31-JAN-2001	2622150 17-SEP-2002
MLA Multibrand Holdings, Inc.	BCBGIRLS	78181772 05-NOV-2002	2968181 12-JUL-2005
MLA Multibrand Holdings, Inc.	BCBGIRLS	76402575 29-APR-2002	2754256 19-AUG-2003
MLA Multibrand Holdings, Inc.	HERVE LEGER	75062842 26-FEB-1996	2090637 26-AUG-1997
MLA Multibrand Holdings, Inc.		75062840 26-FEB-1996	2062875 20-MAY-1997
MLA Multibrand Holdings, Inc.	MAXIME	75519725	2285116

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
		16-JUL-1998	12-OCT-1999
MLA Multibrand Holdings, Inc.	PARALLEL	78325806 10-NOV-2003	3477894 29-JUL-2008
MLA Multibrand Holdings, Inc.	PARALLEL	74256975 19-MAR-1992	1747190 19-JAN-1993
MLA Multibrand Holdings, Inc.	PARALLEL	78534742 17-DEC-2004	3875030 09-NOV-2010
MLA Multibrand Holdings, Inc.	TO THE MAX	73571757 05-DEC-1985	1401347 15-JUL-1986



Security Interest at Reel/Frame No. 3389/0806

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	 BCBGMAXAZRIA	78897519 31-MAY-2006	3865989 19-OCT-2010
MLA Multibrand Holdings, Inc.	 BCBGMAXAZRIA	78897527 31-MAY-2006	3891502 14-DEC-2010
MLA Multibrand Holdings, Inc.	MAX AND CLEO	78746383 03-NOV-2005	3153856 10-OCT-2006
MLA Multibrand Holdings, Inc.	MAX AZRIA	78837138 14-MAR-2006	3415997 22-APR-2008
MLA Multibrand Holdings, Inc.	MAX AZRIA	78827925 02-MAR-2006	3415966 22-APR-2008
MLA Multibrand Holdings, Inc.	MAX AZRIA	78828014 02-MAR-2006	3274680 07-AUG-2007
MLA Multibrand Holdings, Inc.	MAXAZRIA	78827937 02-MAR-2006	3577982 17-FEB-2009

Security Interest at Reel/Frame No. 3389/0814

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Max Rave, LLC		73424908 09-MAY-1983	1285656 10-JUL-1984
Max Rave, LLC	LOLA	78698589 23-AUG-2005	3399602 18-MAR-2008
Max Rave, LLC	MAX RAVE	78950690 11-AUG-2006	3506656 23-SEP-2008
Max Rave, LLC	MAX RAVE	78950695 11-AUG-2006	3407283 01-APR-2008
Max Rave, LLC	MAX RAVE	78950702 11-AUG-2006	3407284 01-APR-2008
Max Rave, LLC	MAX RAVE	78950705 11-AUG-2006	3407285 01-APR-2008
Max Rave, LLC	MAX RAVE	78950715 11-AUG-2006	3407286 01-APR-2008
MLA Multibrand Holdings, Inc.		73326612 03-SEP-1981	1301774 23-OCT-1984
MLA Multibrand Holdings, Inc.		75135489 17-JUL-1996	2463053 26-JUN-2001
MLA Multibrand Holdings, Inc.	LOLA	78675922 22-JUL-2005	3410475 08-APR-2008

Security Interest at Reel/Frame No. 3389/0833

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.		78897519 31-MAY-2006	3865989 19-OCT-2010
MLA Multibrand Holdings, Inc.		78897527 31-MAY-2006	3891502 14-DEC-2010
MLA Multibrand Holdings, Inc.	MAX AND CLEO	78746383 03-NOV-2005	3153856 10-OCT-2006
MLA Multibrand Holdings, Inc.	MAX AZRIA	78837138 14-MAR-2006	3415997 22-APR-2008
MLA Multibrand Holdings, Inc.	MAX AZRIA	78827925 02-MAR-2006	3415966 22-APR-2008
MLA Multibrand Holdings, Inc.	MAX AZRIA	78828014 02-MAR-2006	3274680 07-AUG-2007
MLA Multibrand Holdings, Inc.	MAXAZRIA	78827937 02-MAR-2006	3577982 17-FEB-2009