

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J Brand, Inc.		12/29/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Agent		
Street Address:	303 Peachtree Street, N.E., 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3604242	J BRAND DENIM CO.	
Registration Number:	3250947	J BRAND	
Registration Number:	3440178	R. A C.	
Registration Number:	3440179	R. A C. BY J BRAND	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
Phone:	949-224-6291		
Email:	Trademark@Buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Farah P. Bhatti, Esq.		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	B1024-0005		
NAME OF SUBMITTER:	Farah P. Bhatti		

CH \$115.00 3604242

Signature:	/Farah P. Bhatti, Esq./
Date:	01/04/2012
Total Attachments: 10 source=J Brand#page1.tif source=J Brand#page2.tif source=J Brand#page3.tif source=J Brand#page4.tif source=J Brand#page5.tif source=J Brand#page6.tif source=J Brand#page7.tif source=J Brand#page8.tif source=J Brand#page9.tif source=J Brand#page10.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2011, is entered into by and between J BRAND, INC., a California corporation ("Debtor"), having an office at 1201 East Washington Boulevard, Los Angeles, California 90021, and SUNTRUST BANK, a Georgia banking corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent"), having an office at 303 Peachtree Street, N.E. 23rd Floor, Atlanta, Georgia 30308, for the benefit of the Secured Parties (as defined below), with reference to the following facts:

RECITALS

A. Debtor is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof.

B. The Credit Providers have agreed to enter into financing arrangements with Debtor pursuant to a Credit Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") and a security agreement (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") of even date herewith (the Credit Agreement and the Security Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents"), and Debtor and the Administrative Agent, for the benefit of the Secured Parties, desire to enter into this Agreement, by which Debtor shall secure the payment and performance of its obligations to the Secured Parties under the Credit Agreement by granting the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Collateral described below.

NOW, THEREFORE, Debtor and the Administrative Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. DEFINITIONS

The following terms shall have the meanings respectively set forth after each:

"Credit Providers" means, collectively, the Lenders, L/C Issuer and Swing Line Lender.

"Secured Parties" means, collectively, the Administrative Agent and the Credit Providers.

2. SECURITY INTEREST

Debtor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications (provided that "intent-to-use" trademark applications shall constitute part of the Collateral only as set forth in the Security Agreement), registrations and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other countries, and all renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. OBLIGATIONS SECURED

The security interests granted to the Administrative Agent in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Credit Agreement (all the foregoing hereinafter referred to as the "Obligations") and are in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of each Secured Party with respect to its security interest in the 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. PURPOSE

This Agreement has been executed and delivered by Debtor for the purpose of registering with the USPTO the grant of a security interest in the Collateral. The security interest granted hereby has been granted pursuant to Section 2 (Further Assurances) of the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to the Administrative Agent under the Security Agreement with respect to the Collateral. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Agreement and the other Loan Documents, the other Loan Documents shall prevail.

5. POWER OF ATTORNEY

Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to the Administrative Agent five (5) originals of a Power of Attorney in

the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Administrative Agent's exercise of the rights and remedies granted to the Administrative Agent hereunder. The Administrative Agent agrees it will not exercise the Power of Attorney unless an Event of Default under (and as defined in) the Credit Agreement shall have occurred and be continuing.

6. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and the Administrative Agent have executed this Agreement as of the day and year first above written.

DEBTOR:

J BRAND, INC.,
a California corporation

By: 

Name: Ephimios P. Sotos


Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004691 FRAME: 0690

ADMINISTRATIVE AGENT:

SUNTRUST BANK,
a Georgia banking corporation

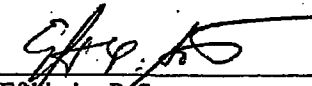
By: 
Name: J. Haynes Gentry III
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004691 FRAME: 0691

Dated as of December 27, 2011

J BRAND, INC.,
a California corporation

By: 
Name: Efrimios P. Sotos
Title: Chief Financial Officer

Power of Attorney

STATE OF Indiana)
)
COUNTY OF marion) SS

On Dec 27th, 2011 , before me, Janet L. Summitt
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

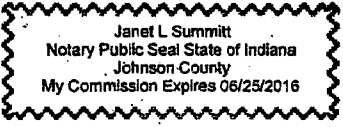
personally appeared Efthimios P. Sotos
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana at the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet L. Summitt (Seal)



Notarization to Power of Attorney

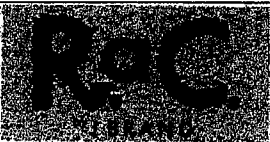
SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Pending Trademark Applications

J Brand, Inc.

1. U.S.

Trademark Registrations

Trademark	Application Date	Registration Date	Serial Number / Registration Number	Owner
J BRAND DENIM CO.	Jan 11, 2008	April 7, 2009	77976714 / 3604242	J Brand, Inc.
J BRAND	Jan 11, 2006	June 12, 2007	78789806 / 3250947	J Brand, Inc.
R. a C.	October 1, 2007	June 3, 2008	77293199 / 3440178	J Brand, Inc.
	October 1, 2007	June 3, 2008	77293220 / 3440179	J Brand, Inc.

2. Foreign

a. Trademark Registrations

Trademark	Country/Region	Application Date	Registration Date	Number	Owner
J BRAND	Canada	April 4, 2006	March 25, 2009	TMA736886	J Brand, Inc.
J BRAND	Denmark	May 9, 2011	July 22, 2011	VR 001372 2011	J Brand, Inc.
J BRAND	European Community	April 3, 2006	April 11, 2007	4994885	J Brand, Inc.
J BRAND	Hong Kong	June 15, 2006	June 15, 2006	300659412	J Brand, Inc.

J BRAND	Japan	April 13, 2006	July 4, 2008	5148904	J Brand, Inc.
J BRAND	Mexico	July 10, 2006	December 13, 2006	967154	J Brand, Inc.
J BRAND	Norway	May 6, 2011	October 14, 2011	261979	J Brand, Inc.
J BRAND	Taiwan	March 31, 2006	March 1, 2007	1252977	J Brand, Inc.
J BRAND	Hong Kong	May 26, 2006	May 26, 2006	300647000	J Brand, Inc.
J BRAND DENIM CO.	Intl. Register	Jan. 11, 2008	July 11, 2008	971331	J Brand, Inc.

b. Pending Trademark Applications

Trademark	Country/Region	Application Date	Application Number	Owner
J BRAND	Argentina	May 9, 2011	3085576	J Brand, Inc.
J BRAND	Argentina	May 9, 2011	3085577	J Brand, Inc.
J BRAND	Australia	November 4, 2011	1458161	J Brand, Inc.
J BRAND	Brazil	June 9, 2011	831072377	J Brand, Inc.
J BRAND	Brazil	June 9, 2011	831072369	J Brand, Inc.
J BRAND	China (People's Republic)	June 15, 2006	5420633	J Brand, Inc.
J BRAND	China (People's Republic)	May 26, 2006	5377362	J Brand, Inc.
J BRAND	China (People's Republic)	May 19, 2011	9484990	J Brand, Inc.
J BRAND	Russian Federation	August 25, 2008	2008727315	J Brand, Inc.
J BRAND	South Korea	July 4, 2008	40-2008-32879	J Brand, Inc.
J BRAND	South Korea	October 12, 2011	40-2011-0055853	J Brand, Inc.
J BRAND	Sweden	May 10, 2011	2011/04082	J Brand, Inc.
J BRAND	Uruguay	May 23, 2011	423455	J Brand, Inc.

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