

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MLA MULTIBRAND HOLDINGS, INC.</td> <td></td> <td>03/06/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	MLA MULTIBRAND HOLDINGS, INC.		03/06/2012	CORPORATION: DELAWARE																
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CORRESPONDENCE DATA																											
<p>Fax Number: (714)755-8290        Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: LATHAM &amp; WATKINS LLP        Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR        Address Line 4: COSTA MESA, CALIFORNIA 92626</p>																											
ATTORNEY DOCKET NUMBER:	038611-0000																										
NAME OF SUBMITTER:	KRISTIN J. AZCONA																										

OP \$90.00 3865989

Signature:	/KJA/
Date:	03/10/2012
Total Attachments: 6 source=BCBG After Acquired Trademark Agreement#page1.tif source=BCBG After Acquired Trademark Agreement#page2.tif source=BCBG After Acquired Trademark Agreement#page3.tif source=BCBG After Acquired Trademark Agreement#page4.tif source=BCBG After Acquired Trademark Agreement#page5.tif source=BCBG After Acquired Trademark Agreement#page6.tif	

**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)**

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT SUPPLEMENTAL FILING, dated as of March 6, 2012, (as amended, restated, supplemented or otherwise modified, the “**After-Acquired Trademark Security Agreement**”), is entered into by and between BCBG MAX AZRIA GROUP, INC., a California corporation located at 2761 Fruitland Avenue, Vernon, CA 90058 and MLA MULTIBRAND HOLDINGS, INC., a Delaware corporation (collectively, the “**Grantors**”) and **GOLDMAN SACHS LENDING PARTNERS LLC**, a Delaware limited liability company located at 200 West Street, New York, New York, 10282, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of June 9, 2011 (as amended, restated, modified or otherwise supplemented from time to time, the “**Pledge and Security Agreement**”) between the Grantors and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this After-Acquired Trademark Security Agreement;

**WHEREAS**, the Grantors have acquired additional Intellectual Property and thereby pledges the Intellectual Property gained under that certain Trademark Security Agreement, dated as of June 9, 2011, in favor of the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Trademark Security Agreement**”), to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this After-Acquired Trademark Security Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter

SECTION 2. Grant of Security Interest in Trademark Collateral.

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case

whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed on Schedule I attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder throughout the world.

Notwithstanding the foregoing, this After-Acquired Trademark Security Agreement does not grant any security interest in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such application or any registration that issues therefrom under applicable federal law.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this After-Acquired Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 After-Acquired Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY

PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts. This After-Acquired Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this After-Acquired Trademark Security Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this After-Acquired Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. The representations, warranties and covenants of each Grantor hereunder, and the exercise of any right and remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement and the rights of the Revolving Loan Claimholders and the Guggenheim Claimholders therein.

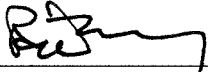
SECTION 7. Term. The term of this After-Acquired Trademark Security Agreement shall be coextensive with that of the Pledge and Security Agreement.

[Remainder of page intentionally left blank]

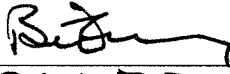
IN WITNESS WHEREOF, each Grantor has caused this After-Acquired Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Grantors:**

**BCBG MAX AZRIA GROUP, INC.**

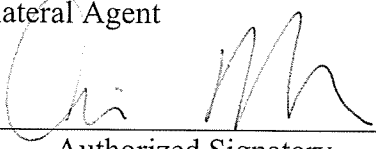
By:   
Name: BRIAN FLEMING  
Title: CFO

**MLA MULTIBRAND HOLDINGS, INC.**

By:   
Name: BRIAN FLEMING  
Title: CFO


Accepted and Agreed:

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Authorized Signatory

**SCHEDULE I**  
**to**  
**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registrant	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.		14	78897519 31-MAY-2006	3865989 19-OCT-2010
MLA Multibrand Holdings, Inc.	THE CHIC SET	41	85345787 14-JUN-2011	
MLA Multibrand Holdings, Inc.	THE DAILY CHIC	41	85345738 14-JUN-2011	