

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A. (successor by merger to LaSalle Business Credit, LLC, as agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance)		03/13/2012	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	American Apparel (USA), LLC
<b>Street Address:</b>	747 Warehouse Street
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90021
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

<b>Name:</b>	American Apparel Retail, Inc.
<b>Street Address:</b>	747 Warehouse Street
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90021
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>Name:</b>	American Apparel Dyeing & Finishing, Inc.
<b>Street Address:</b>	12537 Cerise Avenue
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90250
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>Name:</b>	KCL Knitting, LLC
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CH \$540.00 3516158

Street Address:	1020 E. 59th Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90001
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	American Apparel, Inc.
Street Address:	747 Warehouse Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	CORPORATION: DELAWARE

Name:	Fresh Air Freight, Inc.
Street Address:	747 Warehouse Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3516158	CALIFORNIA SELECT
Registration Number:	3516152	CALIFORNIA SELECT VINTAGE AND MORE
Registration Number:	3516373	AMERICAN APPAREL
Registration Number:	3536279	VIVA RADIO
Registration Number:	3102765	SUSTAINABLE EDITION
Registration Number:	3288903	PANTYTIME
Registration Number:	3574355	AA
Registration Number:	3578314	AMERICAN APPAREL
Registration Number:	3559219	MULTIBRAND
Registration Number:	2954280	AMERICAN APPAREL
Registration Number:	2359401	ALL AMERICAN APPAREL
Registration Number:	2534189	CLASSIC BABY
Registration Number:	2534188	CLASSIC GIRL
Registration Number:	2534190	STANDARD AMERICAN
Registration Number:	3048206	AMERICAN APPAREL

Registration Number:	3102758	CLASSICBABY
Registration Number:	3026295	CLASSICGIRL
Registration Number:	3190540	
Registration Number:	3105682	STANDARD AMERICAN
Registration Number:	3078364	
Registration Number:	2984703	SUSTAINABLE EDITION

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001

Phone: 202.739.5950

Email: ateixeira@morganlewis.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Antonio Cesar Teixeira

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attention: TMSU

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

**NAME OF SUBMITTER:**

Antonio Cesar Teixeira

**Signature:**

/Antonio C. Teixeira/

**Date:**

03/16/2012

**Total Attachments: 10**

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**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This RELEASE OF INTELLECTUAL PROPERTY AGREEMENT (this "Release"), dated as of March 13, 2012 by BANK OF AMERICA, N.A. (successor by merger to LaSalle Business Credit, LLC, as agent for LaSalle Bank Midwest National Association, acting through its division, LaSalle Retail Finance), as collateral agent for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below) ("Releasor"), in favor of (a) each of the Persons listed on Attachment I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Attachment II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Releasee" and, collectively, as the "Releasees").

**W I T N E S S E T H:**

WHEREAS, Releasees and Releasor are among the parties to that certain Credit Agreement, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, Releasor and Releasees entered into that certain Intellectual Property Security Agreement, dated as of July 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), which is recorded in the United States Patent and Trademark Office (the "USPTO") at Reel 3650, Frame 0699 and Reel 4130, Frame 0184, and the United States Copyright Office (the "Copyright Office") at Volume 3563, Document 599 and Volume 3587, Document 305, under which each Releasee granted to Releasor, a security interest in all of such Releasee's right, title and interest in such Releasee's IP Collateral (including the New IP Collateral), including, without limitation, all of Releasee's right, title and interest in such Releasee's: (a) Trademarks (including the Trademarks set forth on Schedule A), together with all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and goodwill associated therewith (as applicable) (collectively, the "Trademark Collateral"); and (b) Copyrights (including the Copyrights set forth on Schedule B), together with all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and goodwill associated therewith (as applicable) (collectively, the "Copyright Collateral"); and

WHEREAS, Releasees have paid all of their respective outstanding obligations to the Releasor under the Credit Agreement and the other financing documents executed in connection therewith; and

WHEREAS, Releasees have requested and Releasor has agreed to provide this Termination and Release of Intellectual Property Security Agreement to terminate, release, relinquish and discharge any and all of its security interest in the IP Collateral, including, without limitation, the Trademark Collateral and the Copyright Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

2. Release of Security Interest. The Releasor hereby, without any representation and warranty, terminates, releases, relinquishes and discharges any and all interests it may have, under the IP Security Agreement or otherwise, in the IP Collateral, including, without limitation:

- a. the Trademark Collateral (including the Trademarks set forth on Schedule A attached hereto); and
- b. the Copyright Collateral (including the Copyrights set forth on Schedule B attached hereto).

3. Termination of IP Security Agreement. The IP Security Agreement is hereby terminated.

4. Recordation of Release. The Releasor understands and hereby agrees that this Release may be recorded by or for any Releasee with the USPTO, the Copyright Office, and with any other entity to provide notice of and/or effectuate the Release.

5. Further Assurances. Releasor further agrees to execute any other documents and take any further action in any state, country or other jurisdiction that any Releasee may reasonably request to effect the intent and purpose of this Release, provided that the cost and expense of executing such documents and taking such actions shall be borne by the requesting Releasee.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Releasor has caused this TERMINATION AND  
RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT to be duly executed  
as of the date first above written.

BANK OF AMERICA, N.A.

By: David Vega  
Name: **David Vega**  
Title: **Managing Director**

**ATTACHMENT I**

**BORROWERS**

American Apparel (USA), LLC, a California limited liability company  
American Apparel Retail, Inc., a California corporation  
America Apparel Dyeing & Finishing, Inc., a California corporation  
KCL Knitting, LLC, a California limited liability company

**ATTACHMENT II**

**GUARANTORS**


American Apparel, Inc., a Delaware corporation  
Fresh Air Freight, Inc., a California corporation

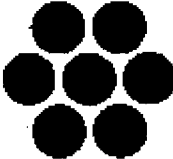
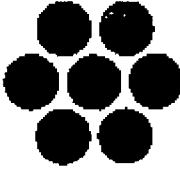
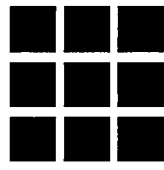



**SCHEDULE A**

**TRADEMARKS**

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	CALIFORNIA SELECT	U.S.	3,516,158	10/14/2008
American Apparel (USA), LLC	CALIFORNIA SELECT VINTAGE AND MORE	U.S.	3,516,152	10/14/2008
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	3,516,373	10/14/2008
American Apparel (USA), LLC	VIVA RADIO	U.S.	3,536,279	11/25/2008
American Apparel (USA), LLC	Sustainable Edition & Design	U.S.	3,102,765	06/13/2006
American Apparel (USA), LLC	PANTYTIME	U.S.	3,288,903	09/04/2007
American Apparel (USA), LLC	AA AND DESIGN	US	3,574,355	02/17/2009
American Apparel (USA), LLC	AMERICAN APPAREL AA AND DESIGN	U.S.	3,578,314	02/24/2009
American Apparel (USA), LLC	MULTIBRAND	U.S.	3,559,219	01/06/2009

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	2,954,280	05/24/2005
American Apparel (USA), LLC	ALL AMERICAN APPAREL	U.S.	2,359,401	06/20/2000
American Apparel (USA), LLC	CLASSIC BABY	U.S.	2,534,189	01/29/2002
American Apparel (USA), LLC	CLASSIC GIRL	U.S.	2,534,188	01/29/2002
American Apparel (USA), LLC	STANDARD AMERICAN	U.S.	2,534,190	01/29/2002
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	3,048,206	01/24/2006
American Apparel (USA), LLC	Classic Baby & Design 	U.S.	3,102,758	06/13/2006

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	Classic Girl & Design  <b>ClassicGirl</b>	U.S.	3,026,295	12/13/2005
American Apparel (USA), LLC	Seven Circles Design 	U.S.	3,190,540	01/02/2007
American Apparel (USA), LLC	Standard American & Design  <b>STANDARD AMERICAN</b>	U.S.	3,105,682	06/20/2006

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	Nine Square Design 	U.S.	3,078,364	04/11/2006
American Apparel (USA), LLC	SUSTAINABLE EDITION	U.S.	2,984,703	08/16/2005

**SCHEDULE B**

**COPYRIGHTS**

<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Record Owner</b>
American Apparel	TX 6-231-973	08/22/2005	American Apparel, Inc.
American Apparel (2005 Catalog)	TX 6-219-297	08/22/2005	American Apparel, Inc.
Americanapparel.net	TX 6-219-296	08/22/2005	American Apparel, Inc.
BFF best friends forever	VA 1-402-789	07/19/2006	American Apparel, Inc.