

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the name of Apparel Dyeing & Finishing, Inc. The Notice of Recordation lists American Apparel Dying & Finishing, Inc. instead, previously recorded on Reel 004737 Frame 0942. Assignor(s) hereby confirms the INTELLECTUAL PROPERTY SECURITY AGREEMENT.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMERICAN APPAREL (USA), LLC		03/13/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
AMERICAN APPAREL RETAIL, INC.		03/13/2012	CORPORATION: CALIFORNIA
AMERICAN APPAREL DYEING & FINISHING, INC.		03/13/2012	CORPORATION: CALIFORNIA
KCL KNITTING, LLC		03/13/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
AMERICAN APPAREL, INC.		03/13/2012	CORPORATION: DELAWARE
FRESH AIR FREIGHT, INC.		03/13/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Crystal Financial LLC, as Administrative Agent
<b>Street Address:</b>	TWO INTERNATIONAL PLACE, 17TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**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

CH \$540.00 3516158

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:	03/27/2012

Total Attachments: 22  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of March 13, 2012, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) Crystal Financial LLC ("Crystal"), as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 13, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) the Administrative Agent, (iii) Crystal, as Swing Line Lender and L/C Issuer, and (iv) the Lenders party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of March 13, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors in favor of the Administrative Agent and the other Secured Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of March 13, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Administrative Agent, pursuant to which each Grantor grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Administrative Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement

or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty).

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors’ rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, the term “IP Collateral” shall not include (a) any rights or interests in any contract, lease, license, charter or license agreement covering personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408 or 9-409 of the UCC or other applicable law, (ii) to limit, impair or otherwise affect the Secured Parties’ continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease,

permit, license, charter or license agreement (including any Receivables, or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition).

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the “Intellectual Property”):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors’ sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors’ sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, and with the consent of the Administrative Agent (which consent shall not be unreasonably withheld), so long as (i) no Event of Default has occurred and is continuing, (ii) no Material Adverse Effect would result therefrom and (iii) the Brand Value is equal to zero dollars (\$0), no Grantor shall have an obligation to use or to maintain any Intellectual Property (x) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (y) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4. Grantors’ Representations and Warranties. Each of the Grantors represent and warrant that:

(a) **EXHIBIT A** contains a true, correct and complete list of all United States copyright registrations, copyright applications and Copyright Licenses owned by such Grantor as of the date hereof.

(b) **EXHIBIT A** contains a true, correct and complete list of all United States patents, patent applications and Patent Licenses owned by such Grantor as of the date hereof.

(c) **EXHIBIT A** contains a true, correct and complete list of all United States trademark and service mark registrations, trademark and service mark applications, and Trademark Licenses owned by such Grantor as of the date hereof.

(d) Except as set forth in **EXHIBIT A**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Administrative Agent.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. To the knowledge of each of the Grantors, no material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Documents. To the knowledge of each of the Grantors, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. Except as set forth in the Loan Documents, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(g) Such Grantor shall authorize the Borrower Representative to give the Administrative Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any additional registered Intellectual Property whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property.

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any



Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement other than items excluded from the definition of "IP Collateral". Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall deliver to the Administrative Agent an updated **EXHIBIT A** to this Agreement and each Grantor hereby authorizes the Administrative Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b) for any acquisition of any additional Intellectual Property set forth on such updated **EXHIBIT A**.

(b) Upon the reasonable request of the Administrative Agent, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Administrative Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors first provide the Administrative Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral to the extent not otherwise excluded from the definition thereof.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Administrative Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within twenty (20) days of written notice from the Administrative Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Administrative Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Administrative Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Administrative Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law. Any person may conclusively rely upon an affidavit of an officer of the Administrative Agent that an Event of Default has occurred and is continuing and that the Administrative Agent is authorized to exercise such rights and remedies.

SECTION 9. Administrative Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity and during such time the Administrative Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBIT A** of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Administrative Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Administrative Agent.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Administrative Agent.

SECTION 10. Administrative Agent's Rights.

(a) Any use by the Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Administrative Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Administrative Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees and other Secured Obligations (other than contingent indemnification obligations for which claims have not been asserted) shall have been paid in full in cash, (iii) all Letters of Credit shall have expired or terminated or been cash collateralized or backstopped by a letter of credit reasonably acceptable to the Administrative Agent and the L/C Issuer to the extent provided in the Credit Agreement, and (iv) all Letter of Credit disbursements and Unreimbursed Amounts shall have been reimbursed, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is

rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor or any other Credit Party. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.


SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof, (other than the New York General Obligations Law §5-1401).

**[SIGNATURE PAGE FOLLOWS]**

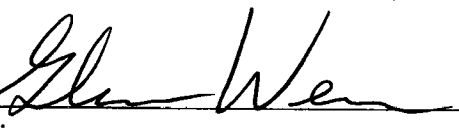
IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

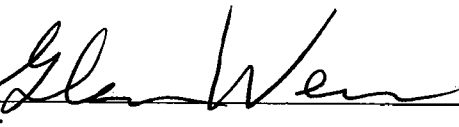
**AMERICAN APPAREL (USA), LLC.**

By:   
Name:  
Title:

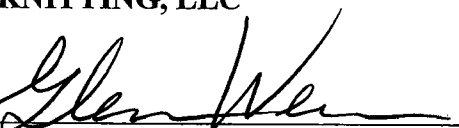
**AMERICAN APPAREL RETAIL, INC.**

By:   
Name:  
Title:

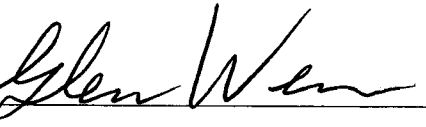
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FINISHING, INC.**

By:   
Name:  
Title:

**KCL KNITTING, LLC**

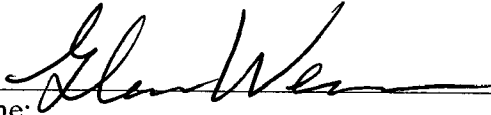
By:   
Name:  
Title:

**AMERICAN APPAREL, INC.**

By:   
Name:  
Title:

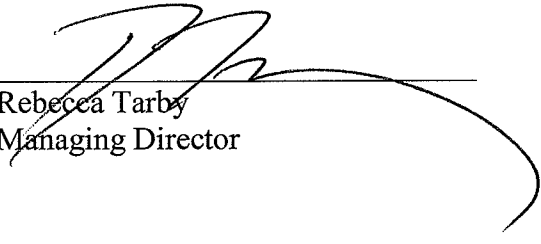
**GRANTORS (cont'd):**

**FRESH AIR FREIGHT, INC.**

By:   
Name: \_\_\_\_\_  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**CRYSTAL FINANCIAL LLC**, as the  
Administrative Agent

By:   
Name: Rebecca Tarby  
Title: Managing Director

**SCHEDULE I**

Borrowers

AMERICAN APPAREL (USA), LLC, a California limited liability company  
AMERICAN APPAREL RETAIL, INC., a California corporation  
AMERICAN APPAREL DYEING & FINISHING, INC., a California corporation  
KCL KNITTING, LLC, a California limited liability company



**SCHEDULE II**

Guarantors


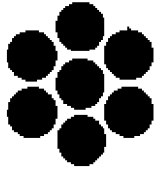
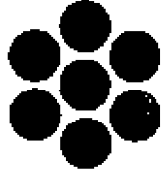
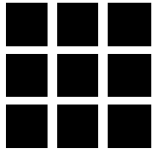
AMERICAN APPAREL, INC., a Delaware corporation  
FRESH AIR FREIGHT, INC., a California corporation

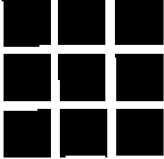
**IP SECURITY AGREEMENT EXHIBIT A**

Intellectual Property  
(Domestic)

DOMESTIC TRADEMARK REGISTRATIONS/APPLICATIONS

<b>Registered Owner of Trademark or Servicemark</b>	<b>Trademark or Servicemark</b>	<b>Country</b>	<b>Reg./App. Number</b>	<b>Reg./App. Date</b>
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
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

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
American Apparel (USA), LLC	AMERICAN APPAREL	U.S.	3,048,206	01/24/2006
American Apparel (USA), LLC	Classic Baby & Design  ClassicBaby	U.S.	3,102,758	06/13/2006
American Apparel (USA), LLC	Classic Girl & Design  ClassicGrl	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  STANDARD AMERICAN	U.S.	3,105,682	06/20/2006

<b>Registered Owner of Trademark or Servicemark</b>	<b>Trademark or Servicemark</b>	<b>Country</b>	<b>Reg./App. Number</b>	<b>Reg./App. Date</b>
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

TRADEMARK LICENSES  
Outbound

To be completed in accordance with Section 6.20 of the Credit Agreement.

Inbound

To be completed in accordance with Section 6.20 of the Credit Agreement.

DOMESTIC 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.
Unpublished Collection American Apparel 07-09	VAu001006623	12/23/2009	American Apparel, Inc.
American Apparel	CSN0147295	2005	American Apparel, Inc.

COPYRIGHT LICENSES

To be completed in accordance with Section 6.20 of the Credit Agreement.

PATENTS

None.

PATENT LICENSES

To be completed in accordance with Section 6.20 of the Credit Agreement.

IP SECURITY AGREEMENT EXHIBIT A

TRADEMARK LICENSES

Outbound

None.

Inbound

None.

COPYRIGHT LICENSES

Outbound

None.

Inbound

1. Inbound licenses consisting of software user licenses.

PATENT LICENSES

Outbound

None.

Inbound

None.

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN APPAREL (USA), LLC		03/13/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
AMERICAN APPAREL RETAIL, INC.		03/13/2012	CORPORATION: CALIFORNIA
AMERICAN APPAREL DYING & FINISHING, INC.		03/13/2012	CORPORATION: CALIFORNIA
KCL KNITTING, LLC		03/13/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
AMERICAN APPAREL, INC.		03/13/2012	CORPORATION: DELAWARE
FRESH AIR FREIGHT, INC.		03/13/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Financial LLC, as Administrative Agent		
<b>Street Address:</b>	Two International Place, 17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3516158	CALIFORNIA SELECT	
<b>Registration Number:</b>	3516152	CALIFORNIA SELECT VINTAGE AND MORE	
<b>Registration Number:</b>	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: 18**

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**RECEIPT INFORMATION**

**ETAS ID:** TM229603  
**Receipt Date:** 03/16/2012  
**Fee Amount:** \$540