

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barney's, Inc.		07/05/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	Association: CALIFORNIA

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	85123733	BASCO ALL AMERICAN SPORTSWEAR
Serial Number:	85497799	B A S C O BARNEYS SPORTSWEAR COMPANY
Serial Number:	85479055	BARNEYS NEWYORK CO - OP
Serial Number:	85056459	BARNEYS UNIVERSITY WHERE LEARNING IS STYLISH!
Serial Number:	85056323	BARNEYS UNIVERSITY
Serial Number:	85051483	BARNEYS UNIVERSITY
Serial Number:	85293835	GENES@CO-OP
Serial Number:	85499590	X O E X C L U S I V E L Y O U R S
Serial Number:	85477858	FREDS AT BARNEY'S NEW YORK
Serial Number:	85498555	X AND O
Serial Number:	85291849	BASCO
Serial Number:	85417225	FREDS AT BARNEYS NEW YORK
Serial Number:	85368495	BARNEYS WAREHOUSE

CH \$1115.00 85123733

Serial Number:	85368485	BARNEYS NEW YORK WAREHOUSE
Serial Number:	85368460	BARNEYS NEW YORK WAREHOUSE SALE
Serial Number:	85096794	MADE TO MEASURE PERFECT FIT THE ULTIMATE HIGH
Serial Number:	85094446	BARNEYS NEW YORK MADE TO MEASURE
Serial Number:	85451609	BARNEYS BAG
Serial Number:	85451602	MY BARNEYS BAG
Serial Number:	85451599	BARNEYS BLACK
Registration Number:	4068621	THE WINDOW
Serial Number:	85225017	GET DOWN TO BUSINESS
Registration Number:	3985904	
Registration Number:	3981615	B - SOCIAL
Registration Number:	3981455	B SOCIAL
Registration Number:	3981452	B-SOCIAL
Registration Number:	3880065	B-SIDES
Registration Number:	3876896	TRUNK-A-PALOOZA
Registration Number:	3070632	CHELSEA PASSAGE
Serial Number:	77573599	CO-OP BARNEYS NEW YORK
Serial Number:	77843332	SELECT DON'T SETTLE
Registration Number:	3836231	MY CO-OP CARD
Registration Number:	3871412	THE WAYWARD OFFSPRING OF BARNEYS NEW YORK
Registration Number:	3846439	A PLACE WHERE AGE MEANS DIDDLY
Registration Number:	3871411	ALWAYS DOWNTOWN EVEN WHEN IT'S UPTOWN
Registration Number:	3871409	A LAB WHERE THE EXPERIMENTS NEVER HURT
Registration Number:	3751370	BARNEYS BEAUTY GURU
Registration Number:	3498214	CALLING ALL MEN SINCE 1923!
Registration Number:	3093758	COOP BARNEYS NEW YORK
Registration Number:	3068849	COOP BARNEYS NEW YORK
Registration Number:	2479769	GIVE GOOD GIFT
Registration Number:	2867636	COOP BARNEYS NEW YORK
Registration Number:	3822211	MADE TO MEASURE SUITE
Registration Number:	2983421	CO-OP

CORRESPONDENCE DATA

Fax Number: 3026365454

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

TRADEMARK
REEL: 004816 FRAME: 0468

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	267271
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/09/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of July 5, 2012, by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Wells Fargo Bank, National Association (“*Wells Fargo*”), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Revolving Credit Facility Agreement, dated as of June 5, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among BARNEY’S, INC. (the “*Borrower*”), the Lenders and Issuers party thereto and Wells Fargo, as agent for the Lenders and the Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement dated as of June 5, 2012 in favor of the Administrative Agent (the “*Security Agreement*”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of itself and the Secured Parties, and grants to the Administrative Agent for the benefit of itself and the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether presently existing or hereafter created or acquired (the “*Trademark Collateral*”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary herein, no lien on or security interest in any Excluded Property (as defined in the Security Agreement) is granted herein, and the Trademark Collateral shall be deemed to exclude any such Excluded Property.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of itself and the Secured Parties pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

[Signature pages follow]

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

BARNEY'S, INC., as Grantor

By: Vince Phelan
Name: Vince Phelan
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004816 FRAME: 0472


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

BARNEY'S, INC., as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Adam B. Davis
Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004816 FRAME: 0473

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<u>Serial/Registration Number</u>	<u>Filing Date/Registration Date</u>	<u>Word Mark</u>
85123733	September 7, 2010	BASCO ALL AMERICAN SPORTSWEAR
85497799	December 16, 2011	B A S C O BARNEYS SPORTSWEAR COMPANY
85479055	November 22, 2011	BARNEYS NEWYORK CO - OP
85056459	September 7, 2010	BARNEYS UNIVERSITY WHERE LEARNING IS STYLISH!
85056323	June 7, 2010	BARNEYS UNIVERSITY
85051483	June 1, 2010	BARNEYS UNIVERSITY
85293835	April 13, 2011	GENES@CO-OP
85499590	December 20, 2011	XO EXCLUSIVELY OURS
85477858	November 21, 2011	FREDS AT BARNEY'S NEW YORK
85498555	December 19, 2011	X AND O
85291849	April 12, 2011	BASCO
85417225	September 7, 2011	FREDS AT BARNEYS NEW YORK
85368495	July 11, 2011	BARNEYS WAREHOUSE
85368485	July 11, 2011	BARNEYS NEW YORK WAREHOUSE
85368460	July 11, 2011	BARNEYS NEW YORK WAREHOUSE SALE
85096794	July 30, 2010	MADE TO MEASURE PERFECT FIT THE ULTIMATE HIGH
85094446	July 28, 2010	BARNEYS NEW YORK MADE TO MEASURE
85451609	October 19, 2011	BARNEYS BAG
85451602	October 19, 2011	MY BARNEYS BAG

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

85451599	October 19, 2011	BARNEYS BLACK
85236974 / 4068621	February 8, 2011/December 6, 2011	THE WINDOW
85225017	January 24, 2011	GET DOWN TO BUSINESS
85229681 / 3985904	January 30, 2011/June 28, 2011	[DESIGN ONLY]
85181024 / 3981615	November 19, 2010/June 21, 2011	B - SOCIAL
85177718 / 3981455	November 16, 2010/June 21, 2011	B SOCIAL
85177664 / 3981452	November 15, 2010/June 21, 2011	B-SOCIAL
85046933 / 3880065	May 25, 2010/November 23, 2010	B-SIDES
85008582 / 3876896	April 7, 2010/November 16, 2010	TRUNK-A-PALOOZA
78556950 / 3070632	January 31, 2005/March 21, 2006	CHELSEA PASSAGE
77573599	September 18, 2008	CO-OP BARNEYS NEW YORK
77843332	October 7, 2009	SELECT DON'T SETTLE
77885335 / 3836231	December 3, 2009/August 17, 2010	MY CO-OP CARD
77843288 /3871412	October 7, 2009/November 2, 2010	THE WAYWARD OFFSPRING OF BARNEYS NEW YORK

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

77843218 / 3846439	October 7, 2009/September 7, 2010	A PLACE WHERE AGE MEANS DIDDLY
77843183 / 3871411	October 7, 2009/November 2, 2010	ALWAYS DOWNTOWN EVEN WHEN IT'S UPTOWN
77843157 / 3871409	October 7, 2009/November 2, 2010	A LAB WHERE THE EXPERIMENTS NEVER HURT
77667930 / 3751370	February 11, 2009/February 23, 2010	BARNEYS BEAUTY GURU
77313545 / 3498214	October 25, 2007/September 9, 2008	CALLING ALL MEN SINCE 1923!
76977628 / 3093758	February 5, 2003/May 16, 2006	COOP BARNEYS NEW YORK
76977866 / 3068849	February 5, 2003/March 14, 2006	COOP BARNEYS NEW YORK
76086488 / 2479769	July 11, 2000/August 21, 2001	GIVE GOOD GIFT
76976610 / 2867636	February 5, 2003/July 27, 2004	COOP BARNEYS NEW YORK
76693863 / 3822211	October 27, 2008/July 20, 2010	MADE TO MEASURE SUITE
75983558 / 2983421	December 7, 1999/August 9, 2005	CO-OP