

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
Kellwood Company		07/20/2012	CORPORATION: DELAWARE
American Recreation Products, Inc.		07/20/2012	CORPORATION: DELAWARE
Sierra Design Acquisition Corporation		07/20/2012	CORPORATION: DELAWARE
Phat Fashions LLC		07/20/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	230 West Monroe Street		
Internal Address:	Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	0783045		
Serial Number:	85567015	INSTA-FLEX	
Registration Number:	3758644	SPORT SHOT	
Serial Number:	85414101	WEATHER ARMOR	
Registration Number:	4081333	BEAUTIFUL REBELLION	
Registration Number:	3788790	FITS YOU. FITS YOUR LIFESTYLE.	
Registration Number:	1813819	JAX	
Registration Number:	4097087	LAMB & FLAG	
Registration Number:	4097089	LAMB & FLAG	
Registration Number:	4097090	LAMB & FLAG	

TRADEMARK

Registration Number:	4081307	LXF
Registration Number:	4116176	LXF
Registration Number:	3793434	MAGIC PANT
Registration Number:	4083538	MELISSA HARPER
Registration Number:	4049296	MY MICHELLE
Registration Number:	3765444	TAKARA
Registration Number:	3680680	VINCE
Registration Number:	3723824	BABY PHAT
Registration Number:	3743384	BABY PHAT
Registration Number:	3109678	BABY PHAT
Registration Number:	3723825	BABY PHAT
Registration Number:	3735329	BABY PHAT
Registration Number:	3759401	BABY PHAT
Serial Number:	85413896	CCT

CORRESPONDENCE DATA

Fax Number: 3128622200

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

Phone: 312-862-2000

Email: donna.gasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 North LaSalle Street

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22761-2 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	07/23/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 20, 2012, by and among KELLWOOD COMPANY, a Delaware corporation, AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation, SIERRA DESIGN ACQUISITION CORPORATION, a Delaware Corporation, and PHAT FASHIONS LLC, a New York Limited Liability Company (each a "Grantor" and together the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of July 23, 2009, by and among the Grantors, each Obligor party thereto, and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time may be amended, restated, supplemented or otherwise modified, the "Security Agreement"), the Grantors have agreed to grant a security interest in certain collateral to Collateral Agent for the benefit of the holders of Note Obligations;

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver this Agreement to Collateral Agent for the benefit of the holders of Note Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the holders of Note Obligations, a continuing second priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark ("Trademark License"), in each case that are set forth on **Schedule I** hereto, but excluding in the case of any and all of the foregoing, any intent-to-use trademark applications (which such intent-

to-use trademark applications shall not be included in the Trademark Collateral until a statement of use is filed with respect thereto);

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of Note Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE HOLDERS OF THE PRIORITY OBLIGATIONS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) UPON THE TERMS AND CONDITIONS SET FORTH IN THE INTERCREDITOR AGREEMENT, INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO THE CREDIT AGREEMENT AGENT AND THE LENDERS (AS SUCH TERMS ARE DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO OR IN CONNECTION WITH THE CREDIT AGREEMENT, AND (B) THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN AND THEREIN ARE SUBJECT IN ALL RESPECTS TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AND GOVERN.

[signature page follows]

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

GRANTORS:

KELLWOOD COMPANY

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Senior Vice President

AMERICAN RECREATION PRODUCTS, INC.

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Senior Vice President

SIERRA DESIGNS ACQUISITION CORP.

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Senior Vice President

PHAT FASHIONS LLC

By: Adrian Kowalewski
Name: Adrian Kowalewski
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademark Registrations and Applications

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Black Sheep Design	American Recreation Products, Inc.	Registered	783,045	01/12/1965
INSTA-FLEX	American Recreation Products, Inc.	Pending	[s/n 85/567,015]	[filed 03/12/2012]
SPORT SHOT	American Recreation Products, Inc.	Registered	3,758,644	03/09/2010
WEATHER ARMOR	American Recreation Products, Inc.	Pending	[s/n 85/414,101]	[filed 09/02/2011]
BEAUTIFUL REBELLION	Kellwood Company	Registered	4,081,333	01/03/2012
FITS YOUR LIFE. FITS YOUR LIFESTYLE.	Kellwood Company	Registered	3,788,790	05/11/2010
JAX	Kellwood Company	Registered	1,813,819	12/28/1993
LAMB & FLAG	Kellwood Company	Registered	4,097,087	02/07/2012
LAMB & FLAG	Kellwood Company	Registered	4,097,089	02/07/2012
LAMB & FLAG	Kellwood Company	Registered	4,097,090	02/07/2012
LXF (Stylized)	Kellwood Company	Registered	4,081,307	01/03/2012
LXF (Stylized)	Kellwood Company	Registered	4,116,176	03/20/2012
MAGIC PAINT	Kellwood Company	Registered	3,793,434	05/25/2010
MELISSA HARPER	Kellwood Company	Registered	4,083,538	01/20/2012
MY MICHELLE	Kellwood Company	Registered	4,049,296	11/01/2011
TAKARA	Kellwood Company	Registered	3,765,444	03/23/2010
VINCE	Kellwood Company	Registered	3,680,680	01/15/2008
BABY PHAT (Stylized)	Phat Fashions LLC	Registered	3,723,824	12/08/2009

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
BABY PHAT (Stylized)	Phat Fashions LLC	Registered	3,743,384	01/26/2010
BABY PHAT (and Cat Design)	Phat Fashions LLC	Registered	3,109,678	06/27/2006
BABY PHAT (and Cat Design)	Phat Fashions LLC	Registered	3,723,825	12/08/2009
BABY PHAT (and Cat Design)	Phat Fashions LLC	Registered	3,735,329	01/05/2010
BABY PHAT (and Cat Design)	Phat Fashions LLC	Registered	3,759,401	03/09/2010
CCT	Sierra Designs Acquisition Corporation	Pending	[s/n 85/413,896]	09/02/2011