

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MLA Multibrand Holdings, Inc.		08/28/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	GUGGENHEIM CORPORATE FUNDING, LLC
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	1301774	LOLA
Registration Number:	1401347	TO THE MAX
Registration Number:	1747190	PARALLEL
Registration Number:	1939918	BC BG
Registration Number:	2062875	HERVE LEGER PARIS
Registration Number:	2090637	HERVE LEGER
Registration Number:	2160919	BC BG MAX AZRIA
Registration Number:	2162708	BC BG
Registration Number:	2162709	BC BG MAX AZRIA
Registration Number:	2166425	BC BG
Registration Number:	2229364	BCBG
Registration Number:	2229365	BCBG MAX AZRIA
Registration Number:	2229366	BCBG MAX AZRIA
Registration Number:	2285116	MAXIME

CH \$1965.00 1301774

TRADEMARK

Registration Number:	2362512	BCBG MAX AZRIA
Registration Number:	2408974	BCBG
Registration Number:	2463053	LOLA
Registration Number:	2581590	BCBG MAX AZRIA
Registration Number:	2581591	BCBG
Registration Number:	2622150	BCBGIRLS
Registration Number:	2754256	BCBGIRLS
Registration Number:	2872074	BCBG
Registration Number:	2968181	BCBGIRLS
Registration Number:	3094172	BCBG ATTITUDE
Registration Number:	3153856	MAX AND CLEO
Registration Number:	3274680	MAX AZRIA
Registration Number:	3338772	PARALLEL
Registration Number:	3399602	LOLA
Registration Number:	3409776	BCBGMAXAZRIA RUNWAY
Registration Number:	3410475	LOLA
Registration Number:	3415966	MAX AZRIA
Registration Number:	3415997	MAX AZRIA
Registration Number:	3477894	PARALLEL
Registration Number:	3504130	
Registration Number:	3577982	MAXAZRIA
Registration Number:	3598246	
Registration Number:	3598249	
Registration Number:	3598250	
Registration Number:	3829652	BCBGENERATION
Registration Number:	3833071	BCBGENERATION
Registration Number:	3865989	BCBGMAXAZRIA
Serial Number:	77323895	NAKED CLOTH
Serial Number:	77323908	NAKED CLOTH
Serial Number:	77341648	TO THE MAX
Serial Number:	77348730	BCBGENERATION
Serial Number:	77348738	BCBGENERATION
Serial Number:	77348743	BCBGENERATION
Serial Number:	77348756	BCBGENERATION
Serial Number:	77348765	BCBGENERATION

	77553857	
Serial Number:	77553901	
Serial Number:	77693186	BCBG PARIS
Serial Number:	77751516	MAX AZRIA
Serial Number:	78534742	PARALLEL
Serial Number:	78897527	BCBGMAXAZRIA
Serial Number:	85046208	MAX AZRIA
Serial Number:	85046249	BCBGENERATION
Serial Number:	85102228	MANOUKIAN
Serial Number:	85180361	TWELVE TWO
Serial Number:	85180383	TWELVE TWO
Serial Number:	85180397	TWELVE TWO
Serial Number:	85180441	TWELVE TWO
Serial Number:	85180458	TWELVE TWO
Serial Number:	85180470	TWELVE TWO
Serial Number:	85180486	12-2
Serial Number:	85180499	12-2
Serial Number:	85180511	12-2
Serial Number:	85180520	12-2
Serial Number:	85180528	12-2
Serial Number:	85180535	12-2
Serial Number:	85234517	AZRIA
Serial Number:	85234541	AZRIA
Serial Number:	85234564	AZRIA
Serial Number:	85234590	AZRIA
Serial Number:	85234627	AZRIA
Serial Number:	85234663	AZRIA
Serial Number:	85345738	THE DAILY CHIC
Serial Number:	85345787	THE CHIC SET

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 212-735-4559

Email: vindra.richter@weil.com

TRADEMARK
REEL: 004852 FRAME: 0394

Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Ave.
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 51014.59/MEIDAN/SEC/VR

NAME OF SUBMITTER: Vindra Richter

Signature: /vindra richter/

Date: 08/30/2012

Total Attachments: 11

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2012, (as amended, restated, amended and restated, supplemented or otherwise modified, the “**Trademark Security Agreement**”), is entered into by and between each of BCBG Max Azria Group, Inc., a California corporation, located at 2761 Fruitland Avenue, Vernon, CA 90058, MLA Multibrand Holdings, Inc., a Delaware corporation located at 2761 Fruitland Avenue, Vernon, CA 90058, and Max Rave, LLC, a Delaware limited liability company, located at 2761 Fruitland Avenue, Vernon, CA 90058 (each individually, a “**Grantor**”, and collectively, “**Grantors**”) and GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company located at 135 East 57th Street, New York, NY, 10022, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantors, together with BCBG MaxAzria Holdings, Inc. and BCBG MaxAzria International Holdings, Inc., executed and delivered that certain Trademark Security Agreement, dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**2007 Trademark Security Agreement**”), in favor of the Collateral Agent, which 2007 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003539/Frame 0101, Reel 003539/Frame 0148 and Reel 003539/Frame 0160;

WHEREAS, Grantors, together with BCBG MaxAzria Holdings, Inc. and BCBG MaxAzria International Holdings, Inc., executed and delivered that certain Trademark Security Agreement, dated as of June 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**2011 Trademark Security Agreement**”), granting in favor of the Collateral Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement), a security interest in and continuing lien on all of such Grantor’s “**Trademark Collateral**” (as defined in the 2011 Trademark Security Agreement, the “**Existing Trademark Collateral**”) to secure the payment and performance in full of all of the “**Obligations**” (as defined in the Existing Credit Agreement), which 2011 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004560/Frame 0081, Reel 004560/Frame 0227 and Reel 004560/Frame 0244;

WHEREAS, Grantors are party to a Second Amended and Restated Pledge and Security Agreement dated as of August 28, 2012 (as it may be from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, as of the date hereof, the 2011 Trademark Security Agreement is being amended and restated as this Trademark Security Agreement in its entirety pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is 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. Each Grantor hereby ratifies, restates and confirms the security interest granted by each Grantor in the Existing Trademark Collateral and 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 any 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 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 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 Grantors hereby acknowledge and affirm 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 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 TRADEMARK SECURITY 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 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 Trademark Security Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. The representations, warranties and covenants of the Grantors 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 Credit Claimholders therein.

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

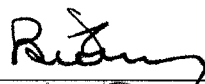
SECTION 8. Amendment and Restatement. This Trademark Security Agreement, as it relates to the Grantors, amends, restates, supersedes, and replaces in its entirety the 2011 Trademark Security Agreement. The security interest granted by each Grantor to the Collateral Agent in the Existing Trademark Collateral owned by the Grantors under and as defined in the 2011 Trademark Security Agreement continues without interruption under this Trademark Security Agreement and such security interest is hereby ratified and confirmed in all respects. Nothing contained herein shall be construed as a novation of the obligations outstanding under the 2011 Trademark Security Agreement, which obligations shall remain in full force and effect, except as modified hereby. Nothing express or implied in this Trademark Security Agreement shall be construed as a release or discharge of any Grantor under the 2011 Trademark Security Agreement.

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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.

Grantors:

BCBG MAX AZRIA GROUP, INC.

By: 
Name: BRIAN FLEMING
Title: CHIEF FINANCIAL OFFICER

MLA MULTIBRAND HOLDINGS, INC.

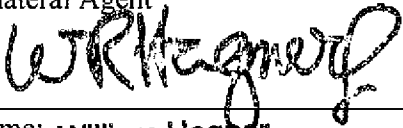
By: 
Name: Brian Fleming
Title: Chief Financial Officer

MAX RAVE, LLC

By: 
Name: Brian Fleming
Title: Chief Financial Officer

Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: 

Name: William Hagner

Title: Senior Managing Director

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]


TRADEMARK
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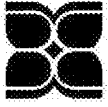
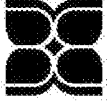
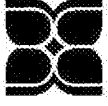
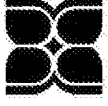

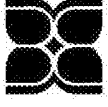


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS



U.S. TRADEMARK STATUS CHART


MLA Multibrand Holdings, Inc.
U.S. Trademark Portfolio (Federal and State)

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
12-2	A 85180486	F 11/18/10
12-2	A 85180499	F 11/18/10
12-2	A 85180511	F 11/18/10
12-2	A 85180520	F 11/18/10
12-2	A 85180528	F 11/18/10
12-2	A 85180535	F 11/18/10
AZRIA	A 85234517	F 2/4/11
AZRIA	A 85234541	F 2/4/11
AZRIA	A 85234564	F 2/4/11
AZRIA	A 85234590	F 2/4/11
AZRIA	A 85234627	F 2/4/11
AZRIA	A 85234663	F 2/4/11
BC BG	R 1939918	R 12/5/1995
BC BG	R 2162708	R 6/2/1998
BC BG	R 2166425	R 6/16/1998
BC BG	R 2229364	R 3/2/1999
BC BG	R 2408974	R 11/28/2000


<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
BC BG MAX AZRIA	R 2160919	R 5/26/1998
BC BG MAX AZRIA	R 2162709	R 6/2/1998
BC BG MAX AZRIA	R 2229365	R 3/2/1999
BC BG MAX AZRIA	R 2229366	R 3/2/1999
BCBG	R 2872074	R 8/10/2004
BCBG	R 2581591	R 6/18/2002
BCBG ATTITUDE	R 3094172	R 5/16/2006
BCBG MAX AZRIA	R 2581590	R 6/18/2002
BCBG MAX AZRIA	R 2362512	R 6/27/2000
BCBG MAX AZRIA Logo  BCBGMAXAZRIA	A 78897527	F 5/31/2006
BCBGENERATION	A 77348730	F 12/11/2007
BCBGENERATION	R 3829652	R 8/3/10
BCBGENERATION	A 85046249	F 5/24/10
BCBGENERATION	A 77348738	F 12/11/2007
BCBGENERATION	A 77348743	F 12/11/2007
BCBGENERATION	A 77348756	F 12/11/2007
BCBGENERATION	A 77348765	F 12/11/2007
BCBGENERATION	R 3833071	R 8/10/2010
BCBG PARIS	A 77693186	F 3/17/2009
BCBGMAXAZRIA RUNWAY	R 3409776	R 4/8/2008
BCBGIRLS	R 2968181	R 7/12/2005
BCBGIRLS	R 2622150	R 9/17/2002
BCBGIRLS	R 2754256	R 8/19/2003

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
Butterfly Logo 	A 77553857	F 8/22/2008
Butterfly Logo 	R 3598246	R 3/31/2009
Butterfly Logo 	A 77553901	F 8/22/2008
Butterfly Logo 	R 3598249	R 3/31/2009
Butterfly Logo 	R 3598250	R 3/31/2009
Butterfly Logo 	R 3504130	R 9/23/2008
HERVE LEGER	R 2090637	R 8/26/1997
HERVE LEGER PARIS & Design 	R 2062875	R 5/20/1997
LOLA	R 3399602	R 3/18/2008
LOLA	R 3410475	R 4/8/2008
LOLA & Design 	R 2463053	R 06/26/2001

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
LOLA & Design 	R 1301774	R 10/23/1984
MANOUKIAN	A 85102228	F 8/6/10
MANOUKIAN & Design	A 79090009	F 8/9/10
MAX AND CLEO	R 3153856	R 10/10/2006
MAX AZRIA	A 85046208	F 5/24/10
MAXAZRIA	R 3577982	R 2/17/2009
MAX AZRIA	R 3415997	R 4/22/2008
MAX AZRIA	R 3415966	R 4/22/2008
MAX AZRIA	R 3274680	R 8/7/2007
MAX AZRIA	A 77751516	F 6/3/2009
MAXIME	R 2285116	R 10/12/1999
NAKED CLOTH	A 77323895	11/7/2007
NAKED CLOTH	A 77323908	11/7/2007
PARALLEL	R 3477894	R 7/29/2008
PARALLEL	R 1747190	R 1/19/1993
PARALLEL	A 78534742	F 12/17/2004
PARALLEL	R 3338772	R 11/20/2007
TO THE MAX	R 1401347	R 7/15/1986
TO THE MAX Logo 	A 77341648	A 11/30/2007

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
TO THE MAX (California State Registration)	R 93049	R 9/25/1990
TWELVE TWO	A 85180361	F 11/18/10
TWELVE TWO	A 85180383	F 11/18/10
TWELVE TWO	A 85180397	F 11/18/10
TWELVE TWO	A 85180441	F 11/18/10
TWELVE TWO	A 85180458	F 11/18/10
TWELVE TWO	A 85180470	F 11/18/10
	R 3865989	R 10/19/10
THE CHIC SET	A 85345787	F 6/14/11
THE DAILY CHIC	A 85345738	F 6/14/11

Max Rave LLC
U.S. Trademark Portfolio (Federal and State)

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
G + G (Stylized) 	R 1285656	R 7/10/1984	42
MAX RAVE	A 78950683	F 8/11/2006	3
MAX RAVE	R 3506656	R 9/23/2008	9
MAX RAVE	R 3407283	R 4/1/2008	14
MAX RAVE	R 3407284	R 4/1/2008	18
MAX RAVE	R 3407285	R 4/1/2008	25
MAX RAVE	R 3407286	R 4/1/2008	35
SHOP COOL SAVE BIG	R 2889805	R 9/28/2004	35
SHOP COOL. SAVE BIG.	R 2885679	R 9/21/2004	35