

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCBG Max Azria Group, Inc.		09/07/2012	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: 2			
Property Type	Number	Word Mark	
Registration Number:	3432861	STREET BEAT	
Registration Number:	3358201	FARLOW	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	51014.0059/MEIDAN/SEC/R		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		

Date:

09/17/2012

Total Attachments: 10

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**SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SUPPLEMENT**

This **Second Amended and Restated Trademark Security Agreement Supplement**, dated as of September 7, 2012 (the “**Supplement**”), 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 Max-Azria 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 Max-Azria 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) 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 Supplement;

WHEREAS, Grantors, together with BCBG MaxAzria Holdings, Inc. and BCBG Max-Azria International Holdings, Inc., executed and delivered that certain Second Amended and Restated Trademark Security Agreement, dated as of August 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Trademark Security Agreement**”), granting in favor of the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s “**Trademark Collateral**”

(the “**Existing Trademark Collateral**”) to secure the payment and performance in full of all of the “**Obligations**” (as defined in the Credit Agreement);

WHEREAS, as of the date hereof, the Trademark Security Agreement is being supplemented by this Supplement 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 Supplement 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 Supplement 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 Supplement 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 SUPPLEMENT 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 Supplement 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 Supplement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplement.

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 Supplement shall be coextensive with that of the Trademark Security Agreement.

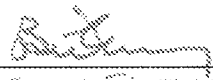
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IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

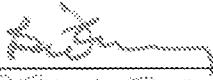
Grantors: BCBG MAX AZRIA GROUP, INC.

By: Brian Fleming
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

**SCHEDULE I
to
SUPPLEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

MLA Multibrand Holdings, Inc.

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
BELLE BY BCBGMAXAZRIA	A 85568577	F 3/13/2012
BELLE BY BCBGMAXAZRIA	A 85568595	F 3/13/2012
BELLE BY BCBGMAXAZRIA	A 85568616	F 3/13/2012
BON CHIC	A 85541005	F 2/13/2012
BON CHIC BON GENRE	A 85541033	F 2/13/2012
BCBGENERATION	A 85371593	F 7/14/2011

Max Rave, LLC

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
RAVE (Oregon State Registration)	R 39580	R 11/17/2006
RAVE (Wisconsin State Registration)	R 5200288	R 8/15/2001
RAVE (Wisconsin State Registration)	R 5200287	R 8/15/2001
RAVE (Missouri State Registration)	R 15494	R 8/6/2001
RAVE (Missouri State Registration)	R 15495	R 8/6/2001
RAVE (Stylized Letters) (Alabama State Registration)	R 108293	R 7/5/2001
RAVE (Stylized Letters) (Alabama State Registration)	R 108294	R 7/5/2001
RAVE GIRL (Oklahoma State Registration)	R 12006770	R &/3/2001
RAVE GIRL (Maryland State Registration)	R 2000-00976	R 7/12/2000
RAVE GIRL (Maryland State Registration)	R 2000-00977	R 7/12/2000
RAVE GIRL (Maryland State Registration)	R 2000-00978	R 7/12/2000
RAVE (New Mexico State Registration)	R TK00053003	R 5/30/2000
RAVE (New Mexico State Registration)	R TK00053004	R 5/30/2000
RAVE (New Mexico State Registration)	R TK00053005	R 5/30/2000
RAVE (Stylized Letters) (New Mexico State Registration)	R TK98122101	R 12/21/1998
RAVE (Stylized Letters) (New Mexico State Registration)	R TK98122102	R 12/21/1998
RAVE (Stylized Letters) (Maryland State Registration)	R 1995-S3406	R 4/25/1995
RAVE UP (Florida State Registration)	R T15897	R 5/19/1992

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<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
RAVE (Florida State Registration)	R T158956	R 5/19/1992
RAVE and Design (Alabama State Registration)	R 102492	R 4/22/1985
RAVE (Stylized Letters) (Louisiana State Registration)	R 430670	R 3/27/1995
RAVE and Design (Michigan State Registration)	R M77042	R 3/26/1985

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BCBG Max Azria Group, Inc.

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
STREET BEAT	R 3432861	R 5/20/2008
FARLOW	R 3358201	R 12/18/2007

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