

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Apparel, Inc.		10/20/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	American Apparel (USA), LLC
Street Address:	747 Warehouse Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3559219	MULTIBRAND
Registration Number:	3048206	AMERICAN APPAREL
Registration Number:	2954280	AMERICAN APPAREL
Registration Number:	3578314	AMERICAN APPAREL
Registration Number:	3574355	AA
Registration Number:	3102765	SUSTAINABLE EDITION
Registration Number:	3105682	STANDARD AMERICAN
Registration Number:	3288903	PANTYTIME
Registration Number:	3102758	CLASSICBABY
Registration Number:	3190540	

CORRESPONDENCE DATA

Fax Number:

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

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Phone: 213-596-5620
Email: trademarkprosecution@zuberlaw.com
Correspondent Name: Andre Senasac
Address Line 1: 777 S. Figueroa Street
Address Line 2: 37th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	1125-1001
NAME OF SUBMITTER:	Andre Senasac
Signature:	/Andre Senasac/
Date:	12/07/2012

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

Whereas, American Apparel, Inc. ("Assignor"), a corporation organized under the laws of the State of California, located at 747 Warehouse Street, Los Angeles, California, 90021, is the owner of the trademarks ("the Trademarks") listed on Schedule I, which is attached hereto and incorporated herein by reference.

Whereas, American Apparel (USA) LLC ("Assignee"), a California limited liability company, located at 747 Warehouse Street, Los Angeles, California, 90021, wishes to acquire all the right, title and interest to the Trademarks, and any registrations thereof, together with the goodwill pertaining thereto.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns the Trademarks and any registrations thereof, together with the goodwill pertaining thereto, to Assignee as follows:

1. GRANT OF RIGHTS:

Assignor irrevocably grants, sells, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world that it has in and to the Trademarks, and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee Assignor's full and complete title to and ownership of the Trademarks, for their life, or any term allowed by law.

2. REPRESENTATIONS AND WARRANTIES:

Assignor represents and warrants:

2.1 Assignor is the owner of the Trademarks free and clear of any lien, encumbrance, claim or challenge, the registrations are duly perfected, fully paid to date, and in good standing, and all applications are pending without opposition or objection.

2.2 Assignor has not previously assigned its ownership, right, or title, in whole or in part to the Trademarks to any other person.

3. RIGHTS AND OBLIGATIONS:

3.1 Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee for the Trademarks or any purchaser of the Trademarks from Assignee any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary to effect and complete the transfer, grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Agreement, and shall pay any fees or expense found due and owing prior to the date of this Assignment.

4. ASSIGNMENT:

4.1 The obligations, representations and warranties of Assignor herein may be transferred by Assignee to any purchaser of the Trademarks from Assignee and such purchaser may enforce the representations and warranties as though made to it.

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment effective as of October 20, 2007.

ASSIGNOR: AMERICAN APPAREL, INC.

By: Joseph Perullo
Signature of Authorized Signatory
Name (Printed): JOSEPH PERULLO
Title: CHIEF LITIGATION COUNSEL

ASSIGNEE: AMERICAN APPAREL (USA), LLC

By: Joseph Perullo
Signature of Authorized Signatory
Name (Printed): JOSEPH PERULLO
Title: CHIEF LITIGATION COUNSEL

Schedule I

Trademark	U.S. Registration No.	Registration Date
Multibrand	3,559,219	1/06/2009
American Apparel	3,048,206	1/24/2006
American Apparel	2,954,280	5/24/2005
American Apparel (& design)	3,578,314	2/24/2009
AA	3,574,355	2/17/2009
Sustainable Edition (& design)	3,102,765	6/13/2006
Standard American (& design)	3,105,682	6/20/2006
Panty Time	3,288,903	9/04/2007
Classic Baby (& design)	3,102,758	6/13/2006
(Seven circles design)	3,190,540	1/02/2007