

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS LENDING PARTNERS LLC,		08/28/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	MAX RAVE, LLC
Street Address:	2761 FRUITLAND AVENUE
City:	VERNON
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1285656	G + G
Registration Number:	3506656	MAX RAVE
Registration Number:	3407283	MAX RAVE
Registration Number:	3407284	MAX RAVE
Registration Number:	3407285	MAX RAVE
Registration Number:	3407286	MAX RAVE

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
 Correspondent Name: Vindra Richter c/o Weil et al
 Address Line 1: 767 Fifth Avenue

CH \$165.00 1285656

900243910

**TRADEMARK
 REEL: 004940 FRAME: 0836**

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: MEI DAN/REL/VR

NAME OF SUBMITTER: Vindra Richter

Signature: /vindra richter/

Date: 01/10/2013

Total Attachments: 7

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE, dated as of August 28, 2012, is made by GOLDMAN SACHS LENDING PARTNERS LLC, in its capacity as Collateral Agent (the "Collateral Agent") pursuant to the Pledge and Security Agreement, dated as of June 9, 2011 (as amended, restated, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement"). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

W I T N E S S E T H

WHEREAS, BCBG MAX AZRIA GROUP, INC. ("BCBG"), BCBG MAXAZRIA HOLDINGS, INC., BCBG MAXAZRIA INTERNATIONAL HOLDINGS, INC., MLA MULTIBRAND HOLDINGS, INC. ("MLA"), MAX RAVE, LLC ("Max Rave", and together with BCBG and MLA, the "Grantors") and the Collateral Agent are parties to the Pledge and Security Agreement;

WHEREAS, pursuant to the Pledge and Security Agreement, MLA executed the Patent Security Agreement [(First Lien)], dated June 9, 2011, and recorded with the U.S. Patent and Trademark Office on August 11, 2011 (the "Patent Agreement") at Reel/Frame No. 26734/0479, pursuant to which MLA granted to the Collateral Agent a security interest in and continuing lien on all of its right, title, and interest in, to and under its Patent Collateral, as defined in the Patent Agreement;

WHEREAS, pursuant to the Pledge and Security Agreement, BCBG, MLA and Max Rave executed the Trademark Security Agreement [(First Lien)], dated June 9, 2011 (the "Trademark Agreement"), and recorded with the U.S. Patent and Trademark Office on August 11, 2011 at Reel/Frame Nos. 4602/0676 and 4603/0007, and BCBG and MLA executed the After-Acquired Trademark Security Agreement (First Supplemental Filing), dated March 6, 2012 (the "Supplemental Trademark Agreement, and together with the Trademark Agreement, the "Trademark Agreements"), and recorded with the U.S. Patent and Trademark Office on March 10, 2012 at Reel/Frame No. 4734/0482, pursuant to which each Grantor granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under its Trademark Collateral, as defined in the Trademark Agreements;

WHEREAS, pursuant to the Pledge and Security Agreement, MLA executed the Copyright Security Agreement [(First Lien)], dated June 9, 2011 (the "Copyright Agreement"), and recorded with the U.S. Copyright Office on August 16, 2011 at V3607 D094, pursuant to which MLA granted to the Collateral Agent a security interest in and continuing lien on all of its right, title and interest in, to and under its Copyright Collateral, as defined in the Copyright Agreement;

WHEREAS, the Grantors have requested that the Collateral Agent release its security interest and lien on all of its right, title and interest in and to the Patent Collateral, Trademark Collateral, and Copyright Collateral.

NOW, THEREFORE, the Collateral Agent hereby RELEASES, without representation, warranty or recourse its security interest and lien on all of its right, title and interest in and to the Patent Collateral, Trademark Collateral, and Copyright Collateral, including the intellectual property set forth in Schedule I, attached hereto and incorporated herein by reference.

The Collateral Agent agrees to provide the Grantors with any information and additional authorization reasonably necessary to effect the release of the Collateral Agent's security interest in the Patent Collateral, Trademark Collateral, and Copyright Collateral.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Authorized Signatory

Anisha Malhotra
Authorized Signatory




Item A. U.S. Patents:


Patent Security Agreement dated June 9, 2011 and recorded at Reel/Frame No. 26734/0479




Title	Application No. Filing Date	Patent No. Issue Date	Comments
Purse	29/201771 2004-03-19	D504228 2005-04-26	MLA Multibrand Holdings, Inc.

Item B. U.S. Trademarks:


Trademark Security Agreement (First Lien) dated June 9, 2011 and recorded at Reel/Frame No. 4602/0676

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
	9	77553887 22-AUG-2008	3598246 31-MAR-2009	MLA Multibrand Holdings, Inc.
	14	77553901 22-AUG-2008	3880467 23-NOV-2010	MLA Multibrand Holdings, Inc.
	18	77553923 22-AUG-2008	3598249 31-MAR-2009	MLA Multibrand Holdings, Inc.
	25	77553943 22-AUG-2008	3598250 31-MAR-2009	MLA Multibrand Holdings, Inc.
	35	77322978 06-NOV-2007	3504130 23-SEP-2008	MLA Multibrand Holdings, Inc.
BC BG	9	75157821 28-AUG-1996	2166425 16-JUN-1998	MLA Multibrand Holdings, Inc.
BC BG	14	75157819 28-AUG-1996	2408974 28-NOV-2000	MLA Multibrand Holdings, Inc.
BC BG	18	75157820 28-AUG-1996	2162708 02-JUN-1998	MLA Multibrand Holdings, Inc.
BCBG	25	74616805 30-DEC-1994	1939918 05-DEC-1995	MLA Multibrand Holdings, Inc.
BC BG MAX AZRIA	18	75157828 28-AUG-1996	2162709 02-JUN-1998	MLA Multibrand Holdings, Inc.
BC BG MAX AZRIA	25	75157838 28-AUG-1996	2160919 26-MAY-1998	MLA Multibrand Holdings, Inc.
BCBG	3	76208759 12-FEB-2001	2581591 18-JUN-2002	MLA Multibrand Holdings, Inc.
BCBG	4	76208760 12-FEB-2001	2872074 10-AUG-2004	MLA Multibrand Holdings, Inc.
BCBG	35	75157823 28-AUG-1996	2229364 02-MAR-1999	MLA Multibrand Holdings, Inc.
 BCBGMAXAZRIA	25	78897527 31-MAY-2006	3891502 14-DEC-2010	MLA Multibrand Holdings, Inc.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
BCBG ATTITUDE	25	78455976 23-JUL-2004	3094172 16-MAY-2006	MLA Multibrand Holdings, Inc.
BCBG MAX AZRIA	3	76208758 12-FEB-2001	2581590 18-JUN-2002	MLA Multibrand Holdings, Inc.
BCBG MAX AZRIA	9	75157829 28-AUG-1996	2229366 02-MAR-1999	MLA Multibrand Holdings, Inc.
BCBG MAX AZRIA	14	75157827 28-AUG-1996	2362512 27-JUN-2000	MLA Multibrand Holdings, Inc.
BCBG MAX AZRIA	35	75157824 28-AUG-1996	2229365 02-MAR-1999	MLA Multibrand Holdings, Inc.
BCBG PARIS	25	77693186 17-MAR-2009	3701208 27-OCT-2009	MLA Multibrand Holdings, Inc.
BCBGENERATION	3	77979872 11-DEC-2007	3829652 03-AUG-2010	MLA Multibrand Holdings, Inc.
BCBGENERATION	9	77348738 11-DEC-2007	3838323 24-AUG-2010	MLA Multibrand Holdings, Inc.
BCBGENERATION	14	77348743 11-DEC-2007	3864833 19-OCT-2010	MLA Multibrand Holdings, Inc.
BCBGENERATION	18	77348756 11-DEC-2007	3828750 03-AUG-2010	MLA Multibrand Holdings, Inc.
BCBGENERATION	25	77348765 11-DEC-2007	3828751 03-AUG-2010	MLA Multibrand Holdings, Inc.
BCBGENERATION	35	77979873 11-DEC-2007	3833071 10-AUG-2010	MLA Multibrand Holdings, Inc.
BCBGIRLS	3	76203762 31-JAN-2001	2622150 17-SEP-2002	MLA Multibrand Holdings, Inc.
BCBGIRLS	18	78181772 05-NOV-2002	2968181 12-JUL-2005	MLA Multibrand Holdings, Inc.
BCBGIRLS	25	76402575 29-APR-2002	2754256 19-AUG-2003	MLA Multibrand Holdings, Inc.
BCBGMAXAZRIA RUNWAY	25	77012409 03-OCT-2006	3409776 08-APR-2008	MLA Multibrand Holdings, Inc.
HERVE LEGER	3, 8, 9, 14, 18, 20, 21, 23, 24, 25, 27	75062842 26-FEB-1996	2090637 26-AUG-1997	MLA Multibrand Holdings, Inc.
	25	75062840 26-FEB-1996	2062875 20-MAY-1997	MLA Multibrand Holdings, Inc.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
LOLA	35	78675922 22-JUL-2005	3410475 08-APR-2008	MLA Multibrand Holdings, Inc.
LOLA	25	78698589 23-AUG-2005	3399602 18-MAR-2008	MLA Multibrand Holdings, Inc.
	25	73326612 03-SEP-1981	1301774 23-OCT-1984	MLA Multibrand Holdings, Inc.
	25	75135489 17-JUL-1996	2463053 26-JUN-2001	MLA Multibrand Holdings, Inc.
MAX AND CLEO	25	78746383 03-NOV-2005	3153856 10-OCT-2006	MLA Multibrand Holdings, Inc.
MAX AZRIA	14	78837138 14-MAR-2006	3415997 22-APR-2008	MLA Multibrand Holdings, Inc.
MAX AZRIA	18	78827925 02-MAR-2006	3415966 22-APR-2008	MLA Multibrand Holdings, Inc.
MAX AZRIA	25	78828014 02-MAR-2006	3274680 07-AUG-2007	MLA Multibrand Holdings, Inc.
MAX AZRIA	35	77751516 03-JUN-2009	3734001 05-JAN-2010	MLA Multibrand Holdings, Inc.
MAXAZRIA	9	78827937 02-MAR-2006	3577982 17-FEB-2009	MLA Multibrand Holdings, Inc.
MAXIME	25	75519725 16-JUL-1998	2285116 12-OCT-1999	MLA Multibrand Holdings, Inc.
PARALLEL	18	78325806 10-NOV-2003	3477894 29-JUL-2008	MLA Multibrand Holdings, Inc.
PARALLEL	25	74256975 19-MAR-1992	1747190 19-JAN-1993	MLA Multibrand Holdings, Inc.
PARALLEL	25	78534742 17-DEC-2004	3875030 09-NOV-2010	MLA Multibrand Holdings, Inc.
PARALLEL	35	77117642 27-FEB-2007	3338772 20-NOV-2007	MLA Multibrand Holdings, Inc.
TO THE MAX	25	73571757 05-DEC-1985	1401347 15-JUL-1986	MLA Multibrand Holdings, Inc.
	25	77341648 30-NOV-2007	3772189 06-APR-2010	MLA Multibrand Holdings, Inc.

Trademark Security Agreement dated June 9, 2011 and recorded at Reel/Frame No. 4603/0007

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
	42	73424908 09-MAY-1983	1285656 10-JUL-1984	Max Rave, LLC
MAX RAVE	9	78950690 11-AUG-2006	3506656 23-SEP-2008	Max Rave, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
MAX RAVE	14	78950695 11-AUG-2006	3407283 01-APR-2008	Max Rave, LLC
MAX RAVE	18	78950702 11-AUG-2006	3407284 01-APR-2008	Max Rave, LLC
MAX RAVE	25	78950705 11-AUG-2006	3407285 01-APR-2008	Max Rave, LLC
MAX RAVE	35	78950715 11-AUG-2006	3407286 01-APR-2008	Max Rave, LLC

After-Acquired Trademark Security Agreement dated March 6, 2012 recorded at Reel/Frame No. 4734/0482

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
 BCSGMAXAZRIA	14	78897519 31-MAY-2006	3865989 19-OCT-2010	MLA Multibrand Holdings, Inc.
THE CHIC SET	41	85345787 14-JUN-2011	4104915 28-FEB-2012	MLA Multibrand Holdings, Inc.
THE DAILY CHIC	41	85345738 14-JUN-2011	4104913 28-FEB-2012	MLA Multibrand Holdings, Inc.

Item C. U.S. Copyright Registrations:

Copyright Security Agreement dated June 9, 2011 and recorded at V3607 D094

Title	Registration No. Registration Date	Comments
[Bamboo design]	VA0001123697 2002-03-28	MLA Multibrand Holdings, Inc.