

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB) | | 04/04/2013 | National Association: UNITED STATES |

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: CALIFORNIA |

| | |
|-----------------|-------------------------------|
| Name: | American Apparel Retail, Inc. |
| Street Address: | 747 WAREHOUSE STREET |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90021 |
| Entity Type: | CORPORATION: CALIFORNIA |

| | |
|-----------------|--|
| Name: | American Apparel Dying & Finishing, Inc. |
| Street Address: | 12537 CERISE AVENUE |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90250 |
| Entity Type: | CORPORATION: CALIFORNIA |

| | |
|-----------------|---------------------|
| Name: | KCL Knitting, LLC |
| Street Address: | 1020 E. 59TH STREET |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |

TRADEMARK

| | |
|--------------|---------------------------------------|
| Postal Code: | 90001 |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA |

| | |
|-----------------|------------------------|
| Name: | American Apparel, Inc. |
| Street Address: | 747 WAREHOUSE STREET |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90021 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|-----------------|-------------------------|
| Name: | Fresh Air Freight, Inc. |
| Street Address: | 747 WAREHOUSE STREET |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90021 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 3516158 | CALIFORNIA SELECT |
| Registration Number: | 3516152 | CALIFORNIA SELECT VINTAGE AND MORE |
| Serial Number: | 77373283 | AMERICAN APPAREL VINTAGE |
| Registration Number: | 3516373 | AMERICAN APPAREL |
| Registration Number: | 3536279 | VIVA RADIO |
| Registration Number: | 2954280 | AMERICAN APPAREL |
| Registration Number: | 2063013 | ALL AMERICAN APPAREL |
| Registration Number: | 2359401 | ALL AMERICAN APPAREL |
| Registration Number: | 2534189 | CLASSIC BABY |
| Registration Number: | 2534188 | CLASSIC GIRL |
| Registration Number: | 2534190 | STANDARD AMERICAN |
| Registration Number: | 3048206 | AMERICAN APPAREL |
| Registration Number: | 3102758 | CLASSICBABY |
| Registration Number: | 3026295 | CLASSICGIRL |
| Registration Number: | 3190540 | |
| Registration Number: | 3105682 | STANDARD AMERICAN |
| Registration Number: | 3078364 | |
| Registration Number: | 2984703 | SUSTAINABLE EDITION |

| | | |
|----------------------|---------|---------------------|
| Registration Number: | 3102765 | SUSTAINABLE EDITION |
| Registration Number: | 3288903 | PANTYTIME |
| Registration Number: | 3574355 | AA |
| Registration Number: | 3578314 | AMERICAN APPAREL |
| Registration Number: | 3559219 | MULTIBRAND |

CORRESPONDENCE DATA

Fax Number: 2027995144
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2027994000
 Email: gregory.esau@dlapiper.com
 Correspondent Name: Gregory Esau
 Address Line 1: 500 Eighth Street, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | COWEN |
| NAME OF SUBMITTER: | Gregory Esau |
| Signature: | /Gregory C. Esau/ |
| Date: | 04/05/2013 |

Total Attachments: 10
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**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY AGREEMENT (this "Release"), dated as of April 4, 2013, is made by Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as Administrative Agent and Collateral Agent ("Releasor"), in favor of (a) AMERICAN APPAREL, INC. (the "Borrower") and (b) each of the Persons listed on Attachment I hereto (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Releasee" and, collectively, as the "Releasees").

W I T N E S S E T H:

WHEREAS, the Releasees and the Releasor are among the parties to (i) that certain Credit Agreement, dated as of March 13, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), (ii) that certain Security Agreement, dated as of March 13, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement") and (iii) that certain Intellectual Property Security Agreement, dated as of March 13, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, each Releasee granted to the Releasor (for its own benefit and the benefit of the other Credit Parties), as security for the payment or performance, as the case may be, in full of the Secured Obligations, a continuing security interest, with a power of sale (exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Releasee in and to the following property, and each item thereof, whether then owned or existing or thereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral");

- (a) All Copyrights and Copyright Licenses (including the Copyrights set forth on Schedule A) (collectively with (d) - (h), as applicable, the "Copyright Collateral");
- (b) All Patents and Patent Licenses (including the Patents set forth on Schedule B) (collectively with (d) - (h), as applicable, the "Patent Collateral");
- (c) All Trademarks and Trademark Licenses (including the Trademarks set forth on Schedule C) (collectively with (d) - (h), as applicable, the "Trademark Collateral");
- (d) All renewals of any of the foregoing;
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Releasee and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and
- (h) All of the Releasees' rights corresponding to any of the foregoing throughout the world.

WHEREAS, the Releasees have paid all of their respective outstanding obligations to the Releasor under the Credit Agreement, the Security Agreement and the other financing documents executed in connection therewith; and

WHEREAS, the Releasees have requested and the Releasor has agreed to provide this Release to terminate, release, relinquish and discharge any and all of its continuing security interest in the IP Collateral, including, without limitation, the Trademark Collateral and the Copyright Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or the IP Security Agreement, as applicable.

2. Release of Security Interest. The Releasor hereby terminates, releases, relinquishes and discharges fully, and reassigns and transfers to the Releasees, its continuing security interest and any and all interests it may have, under the IP Security Agreement or otherwise in connection with the Credit Agreement, in and to the IP Collateral, including, without limitation, its continuing security interest in:

- (a) All of each Releasee's present and future right, title and interest in and to the Copyright Collateral (including the Copyrights set forth on Schedule A attached hereto);
- (b) All of each Releasee's present and future right, title and interest in and to the Patent Collateral (including the Patents set forth on Schedule B attached hereto); and
- (c) All of each Releasee's present and future right, title and interest in and to the Trademark Collateral (including the Trademarks set forth on Schedule C attached hereto).

3. Termination of IP Security Agreement. The IP Security Agreement is hereby terminated.

4. Recordation of Release. The Releasor understands and hereby agrees that this Release may be recorded by or for any Releasee, at the sole cost and expense of such Releasee, with the USPTO, the Copyright Office, and with any other entity to provide notice of and/or effectuate the Release.

5. Further Assurances. The Releasor further agrees to execute any other documents and take any further action in any state, country or other jurisdiction that any Releasee may reasonably request to effect the intent and purpose of this Release, provided that the cost and expense of executing such documents and taking such actions shall be borne solely by the requesting Releasee.

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IN WITNESS WHEREOF, the Releasor has caused this TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT to be duly executed as of the date first above written.

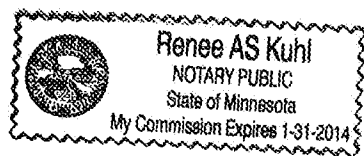
WILMINGTON TRUST, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB),

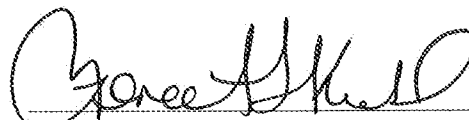
as Collateral Agent

By: 
Name: Meghan H. McCauley
Title: Banking Officer

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 3rd day of April, 2013, there appeared before me Meghan H. McCauley, personally known to me, who acknowledged that she signed the foregoing Termination and Release of Intellectual Property Security Agreement and his/her voluntary act and deed on behalf and with full authority of Wilmington Trust, National Association.




Notary Public

[Signature Page to Termination and Release of Intellectual Property Security Agreement
(Wilmington Trust)]

ATTACHMENT I

FACILITY GUARANTORS

| | |
|---|---|
| American Apparel, Inc. | 747 Warehouse Street, Los Angeles, CA 90021 |
| American Apparel (USA), LLC | 747 Warehouse Street, Los Angeles, CA 90021 |
| American Apparel Retail, Inc. | 747 Warehouse Street, Los Angeles, CA 90021 |
| American Apparel Dyeing & Finishing, Inc. | 12537 Cerise Avenue, Hawthorne, CA 90250 |
| KCL Knitting, LLC | 1020 E. 59th Street, Los Angeles, CA 90001 |
| Fresh Air Freight, Inc. | 747 Warehouse Street, Los Angeles, CA 90021 |

SCHEDULE A

COPYRIGHTS



| Copyright | Registration No. | Registration Date | Record Owner |
|------------------------------------|-------------------------|--------------------------|---------------------------|
| American Apparel | TX 6-231-973 | 08/22/2005 | American Apparel, Inc. |
| American Apparel (2005 Catalog) | TX 6-219-297 | 08/22/2005 | American Apparel, Inc. |
| Americanapparel.net | TX 6-219-296 | 08/22/2005 | American Apparel, Inc. |
| BFF best friends forever | VA 1-402-789 | 07/19/2006 | American Apparel, Inc. |

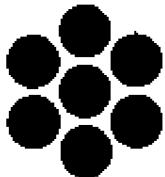
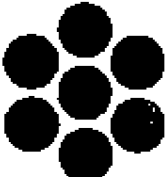
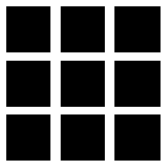
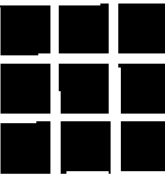
SCHEDULE B

PATENTS

None.

SCHEDULE C
TRADEMARKS

| Registered Owner | Trademark | Country | Reg./App. Number | Reg./App. Date |
|-----------------------------|---|----------------|-------------------------|-----------------------|
| American Apparel (USA), LLC | CALIFORNIA SELECT | U.S. | 3,516,158 | 10/14/2008 |
| American Apparel (USA), LLC | CALIFORNIA SELECT VINTAGE AND MORE | U.S. | 3,516,152 | 10/14/2008 |
| American Apparel (USA), LLC | AMERICAN APPAREL VINTAGE | U.S. | 77/373,283 | 01/16/2008 |
| American Apparel (USA), LLC | AMERICAN APPAREL | U.S. | 3,516,373 | 10/14/2008 |
| American Apparel (USA), LLC | VIVA RADIO | U.S. | 3,536,279 | 11/25/2008 |
| American Apparel (USA), LLC | AMERICAN APPAREL | U.S. | 2,954,280 | 05/24/2005 |
| American Apparel (USA), LLC |  | U.S. | 2,063,013 | 05/20/1997 |
| American Apparel (USA), LLC | ALL AMERICAN APPAREL | U.S. | 2,359,401 | 06/20/2000 |
| American Apparel (USA), LLC | CLASSIC BABY | U.S. | 2,534,189 | 01/29/2002 |
| American Apparel (USA), LLC | CLASSIC GIRL | U.S. | 2,534,188 | 01/29/2002 |
| American Apparel (USA), LLC | STANDARD AMERICAN | U.S. | 2,534,190 | 01/29/2002 |
| American Apparel (USA), LLC | AMERICAN APPAREL | U.S. | 3,048,206 | 01/24/2006 |
| American Apparel (USA), LLC | Classic Baby & Design  ClassicBaby | U.S. | 3,102,758 | 06/13/2006 |

| Registered Owner | Trademark | Country | Reg./App. Number | Reg./App. Date |
|-----------------------------|---|---------|------------------|----------------|
| American Apparel (USA), LLC | Classic Girl & Design  ClassicGirl | U.S. | 3,026,295 | 12/13/2005 |
| American Apparel (USA), LLC | Seven Circles Design  | U.S. | 3,190,540 | 01/02/2007 |
| American Apparel (USA), LLC | Standard American & Design  STANDARD AMERICAN | U.S. | 3,105,682 | 06/20/2006 |
| American Apparel (USA), LLC | Nine Square Design  | U.S. | 3,078,364 | 4/11/2006 |
| American Apparel (USA), LLC | SUSTAINABLE EDITION | U.S. | 2,984,703 | 08/16/2005 |
| American Apparel (USA), LLC | Sustainable Edition & Design | U.S. | 3,102,765 | 06/13/2006 |
| American Apparel (USA), LLC | PANTYTIME | U.S. | 3,288,903 | 09/04/2007 |

| Registered Owner | Trademark | Country | Reg./App. Number | Reg./App. Date |
|-----------------------------|--------------------------------|----------------|-------------------------|-----------------------|
| American Apparel (USA), LLC | AA AND DESIGN | US | 3,574,355 | 02/17/2009 |
| American Apparel (USA), LLC | AMERICAN APPAREL AA AND DESIGN | U.S. | 3,578,314 | 02/24/2009 |
| American Apparel (USA), LLC | MULTIBRAND | U.S. | 3,559,219 | 01/06/2009 |