

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 |
|--|----------|----------------|-------------------------------------|
| Crystal Financial LLC, as administrative agent | | 04/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

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 |

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|--------------|---------------------------------------|
| 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: 21

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 3516158 | CALIFORNIA SELECT |
| Registration Number: | 3516152 | CALIFORNIA SELECT VINTAGE AND MORE |
| Registration Number: | 3516373 | AMERICAN APPAREL |
| Registration Number: | 3536279 | VIVA RADIO |
| Registration Number: | 3102765 | SUSTAINABLE EDITION |
| Registration Number: | 3288903 | PANTYTIME |
| Registration Number: | 3574355 | AA |
| Registration Number: | 3578314 | AMERICAN APPAREL |
| Registration Number: | 3559219 | MULTIBRAND |
| Registration Number: | 2954280 | 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 |

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: 9
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (the “Release”) is conveyed as of April 4, 2013, by **CRYSTAL FINANCIAL LLC**, as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”), in favor of the Persons as identified on Schedule I attached hereto (the “Grantors”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement, the Security Agreement and the IP Security Agreement referred to below, as applicable.

WHEREAS, reference is made to that certain Credit Agreement dated March 13, 2012, among the Grantors, American Apparel (Carnaby) Limited, a company organized under the laws of England and Wales, American Apparel (UK) Limited, a company organized under the laws of England and Wales, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), Crystal Financial LLC, as the administrative agent, swing line lender, and L/C issuer, (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “Credit Agreement”);

WHEREAS in connection with the Credit Agreement, the Grantors entered into that certain (i) Security Agreement, dated as of March 13, 2012, (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “Security Agreement”) and (ii) Intellectual Property Security Agreement, dated as of March 13, 2012, (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “IP Security Agreement”) with the Administrative Agent, pursuant to which Grantor granted to the Administrative Agent (for its own benefit and the benefit of the other Secured 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) (the “Security Interest”) in all of the present and future right, title, and interest of such Grantor 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 foregoing (collectively, the “IP Collateral”):

- (a) All Patents and Patent Licenses (collectively with (d) – (h), as applicable, the “Patent Collateral”);
- (b) All Trademarks and Trademark Licenses (including the Trademarks set forth on Exhibit A) (collectively with (d) – (h), as applicable, the “Trademark Collateral”);
- (c) All Copyrights and Copyright Licenses (including the Copyrights set forth on Exhibit B) (collectively with (d) – (h), as applicable, the “Copyright 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 Grantor, 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 connections 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 Grantors' rights corresponding to any of the foregoing throughout the world.

WHEREAS, the Security Interest was recorded with the United States Patent and Trademark Office (the "USPTO") on March 16, 2012 at Reel 4737, Frame 0942, and was subsequently amended and recorded on March 27, 2012 at Reel 4743, Frame 0429;

WHEREAS, the Security Interest was recorded with the United States Copyright Office (the "Copyright office") on March 26, 2012, at Volume 3614, Document Number 105; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in the IP Collateral, including, without limitation, in all the Patent Collateral, Trademark Collateral and Copyright Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent, for itself and on behalf of the other Secured Parties, hereby releases, terminates and discharges fully, and reassigns and transfers to the Grantors, the Security Interest and any and all interests it may have under the Security Agreement and the IP Security Agreement in and to the IP Collateral, including, without limitation, its continuing security interest in:

(a) All of each of the Grantor's present and future right, title and interest in and to the Patent Collateral;

(b) All of each of the Grantor's present and future right, title and interest in and to the Trademark Collateral (including the Trademarks set forth on Exhibit A attached hereto); and;

(c) All of each of the Grantor's present and future right, title and interest in and to the Copyright Collateral (including the Copyrights set forth on Exhibit A attached hereto).

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

3. Recordation of Release. The Administrative Agent understands and hereby agrees that this Release may be recorded by or from any Grantor, at the sole cost and expense of such Grantor, with the USPTO, the Copyright Office, and with any other entity to provide notice of and/or effectuate the Release.

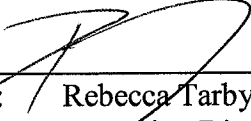
4. Further Assurances. The Administrative Agent further agrees to execute any other documents and take any further action in any state, country or other jurisdiction that any Grantor may reasonably request to effect the intent and purpose of the Release, provided that the cost and expense of executing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

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

CRYSTAL FINANCIAL LLC,
as Administrative Agent

By: _____


Name: Rebecca Tarby
Title: Managing Director

SCHEDULE I


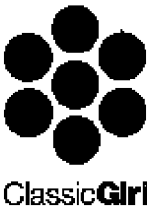


Grantors

AMERICAN APPAREL (USA), LLC, a California limited liability company
AMERICAN APPAREL RETAIL, INC., a California corporation
AMERICAN APPAREL DYEING & FINISHING, INC., a California corporation
KCL KNITTING, LLC, a California limited liability company
AMERICAN APPAREL, INC., a Delaware corporation
FRESH AIR FREIGHT, INC., a California corporation

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

| Registered Owner of Trademark or Servicemark | Trademark or Servicemark | 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 | 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 | Sustainable Edition & Design | U.S. | 3,102,765 | 06/13/2006 |
| American Apparel (USA), LLC | PANTYTIME | U.S. | 3,288,903 | 09/04/2007 |
| 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 |
| American Apparel (USA), LLC | AMERICAN APPAREL | U.S. | 2,954,280 | 05/24/2005 |
| 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 |

| Registered Owner of Trademark or Servicemark | Trademark or Servicemark | Country | Reg./App. Number | Reg./App. Date |
|--|---|---------|------------------|----------------|
| American Apparel (USA), LLC | AMERICAN APPAREL | U.S. | 3,048,206 | 01/24/2006 |
| American Apparel (USA), LLC | Classic Baby & Design  | U.S. | 3,102,758 | 06/13/2006 |
| American Apparel (USA), LLC | Classic Girl & Design  | 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  | U.S. | 3,105,682 | 06/20/2006 |

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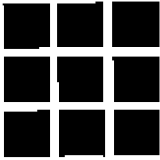
| Registered Owner of Trademark or Servicemark | Trademark or Servicemark | Country | Reg./App. Number | Reg./App. Date |
|--|---|---------|------------------|----------------|
| American Apparel (USA), LLC | Nine Square Design  | U.S. | 3,078,364 | 04/11/2006 |
| American Apparel (USA), LLC | SUSTAINABLE EDITION | U.S. | 2,984,703 | 08/16/2005 |

EXHIBIT B

U.S. 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. |
| Unpublished Collection American Apparel 07-09 | VAu001006623 | 12/23/2009 | American Apparel, Inc. |
| American Apparel | CSN0147295 | 2005 | American Apparel, Inc. |