

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premium Denim, LLC		08/30/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M; ATTN: Leveraged Finance Group
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4128766	PAIGE
Registration Number:	3863650	LOU LOU TULIP JEAN
Registration Number:	3679774	PPD
Registration Number:	3702471	
Registration Number:	3566793	PAIGE
Registration Number:	3495555	PAIGE PREMIUM DENIM
Registration Number:	3559495	
Registration Number:	3681441	
Registration Number:	3671082	
Registration Number:	3773668	
Registration Number:	3851781	
Registration Number:	3331033	HOLLYWOOD HILLS
Registration Number:	3191044	PAIGE PREMIUM

CH \$665.00 4128766

Registration Number:	3328000	PPD
Registration Number:	4046193	PAIGE
Registration Number:	3308211	PAIGE
Registration Number:	3301653	PAIGE PREMIUM DENIM
Registration Number:	3321995	LAUREL CANYON
Registration Number:	3214208	CITY OF ANGELS
Registration Number:	4237703	PAIGE
Registration Number:	4289790	PAIGE DENIM CO. LOS ANGELES
Registration Number:	4265350	· PAIGE · LOS ANGELES
Serial Number:	85607015	PAIGE
Serial Number:	85576186	PAIGE ADAMS-GELLER
Serial Number:	77774741	UUUUUUUUU
Serial Number:	77679935	PAIGE

CORRESPONDENCE DATA

Fax Number: 3146673633
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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Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-105183
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/JAV/
Date:	09/25/2013

Total Attachments: 8
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AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment") is made as of the 30 day of August, 2013, by and between PREMIUM DENIM, LLC, a California limited liability company ("Debtor"), and U.S. BANK NATIONAL ASSOCIATION, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, for the benefit of the Senior Secured Creditors under and as defined in the Loan Agreement dated as of July 13, 2012, by and among the Debtor, the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, Debtor heretofore executed in favor of the Administrative Agent for the benefit of the Senior Secured Creditors that certain Patent and Trademark Security Agreement dated as of July 13, 2012 (the "Patent and Trademark Security Agreement"); and

WHEREAS, Debtor has registered additional trademarks and filed additional trademark applications with the USPTO, and Debtor and the Administrative Agent desire to amend the Patent and Trademark Security Agreement to include such trademarks and trademark applications on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above stated premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Schedule C to the Patent and Trademark Security Agreement (U.S. Registered Trademarks) is hereby deleted in its entirety, and Schedule C attached to this Amendment is hereby substituted in lieu thereof.

2. Schedule D to the Patent and Trademark Security Agreement (U.S. Applications for Trademark Registration) is hereby deleted in its entirety, and Schedule D attached to this Amendment is hereby substituted in lieu thereof.

3. All references in the Patent and Trademark Security Agreement to "Schedule C," "Schedule D" and any other references of similar import shall henceforth mean and refer to Schedule C and Schedule D as amended by this Amendment, and all references in the Patent and Trademark Security Agreement to the Trademarks and Trademark applications of Debtor shall be amended to include the Trademarks and Trademark applications on Schedule C and Schedule D, respectively. For value received, Debtor hereby grants to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and Lien on all of Borrower's right, title and interest in, to and under the above-referenced Trademarks and Trademark applications on the same terms and subject to the same covenants and conditions as set forth in the Patent and Trademark Security Agreement.

4. The Patent and Trademark Security Agreement, as hereby amended, shall continue to secure the Secured Obligations (as defined therein and as amended herein), including, without limitation all of Borrower's Obligations as defined in the Loan Agreement. Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Lender shall be entitled to and may exercise all rights and remedies under the Patent and Trademark Security Agreement and as otherwise provided by law, including without limitation, acceleration of all principal and interest outstanding under any of the Secured Obligations and foreclosure of the Collateral described therein.

5. Debtor hereby represents and warrants to Administrative Agent that:

(a) the execution, delivery and performance by Debtor of this Amendment are within the limited liability company powers of Debtor, have been duly authorized by all necessary limited liability company action and require no action by or in respect of, filing with or consent of any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity. The execution, delivery and

performance by Debtor of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Organizational Documents of Debtor, as amended, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its property or assets is bound or to which Debtor or any of its property or assets is subject;

(b) this Amendment has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforceability may be limited by (i) Debtor Relief Laws and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

(c) as of the date of this Amendment, all of the covenants, representations and warranties of Debtor set forth in the Patent and Trademark Security Agreement are true and correct in all material respects and no "Event of Default" (as defined therein) under or within the meaning of the Patent and Trademark Security Agreement has occurred and is continuing.

6. Except to the extent amended by this Amendment, all of the terms, provisions, conditions, agreements, covenants, representations, warranties and powers contained in the Patent and Trademark Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

7. All references in the Patent and Trademark Security Agreement to "this Patent and Trademark Security Agreement" and any other references of similar import shall henceforth mean the Patent and Trademark Security Agreement as amended by this Amendment.

8. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Patent, Trademark and License Security Agreement as amended by this Amendment.

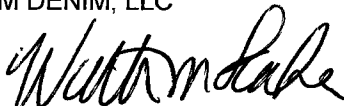
9. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of New York (without reference to conflict of law principles).

10. In the event of any inconsistency or conflict between this Amendment and the Patent and Trademark Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

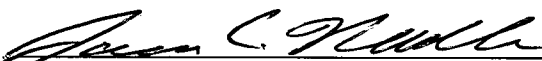
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Patent and Trademark Security Agreement as of the date first written above.

PREMIUM DENIM, LLC

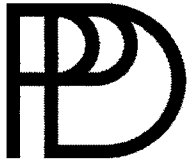



By: 
Name: WALTER M. LAUTER
Title: CFO





U.S. BANK NATIONAL ASSOCIATION, as
the Swing Line Lender, the L/C Issuer
and the Administrative Agent


By: 
Name: Jason C. Nadler
Title: Senior Vice President



Schedule C

U.S. Registered Trademarks

Trademark	Status	Goods/Services	Reg. No.
PAIGE	REGISTERED	SHORTS	4128766
LOU LOU TULIP JEAN	REGISTERED	JEANS	3863650
	REGISTERED	JEANS	3679774
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, BOTTOMS, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, VESTS, TANK TOPS, TOPS	3702471
	REGISTERED	JEANS; SHORTS; SKIRTS; SHIRTS	3566793
	REGISTERED	JEANS	3495555

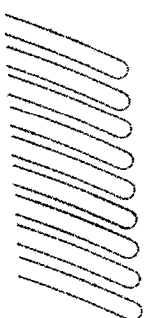
Trademark	Status	Goods/Services	Reg. No.
	REGISTERED	CLOTHING, NAMELY, BOTTOMS, PANTS, SKIRTS, AND DENIM JEANS	3559495
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, BOTTOMS, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, TANK TOPS, VESTS, TOPS	3681441
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, TANK TOPS, TOPS	3671082
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, BOTTOMS, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, TOPS	3773668

Trademark	Status	Goods/Services	Reg No.
	REGISTERED	RETAIL STORE SERVICES, MAIL ORDER SERVICES, MAIL ORDER CATALOG SERVICES, ON-LINE RETAIL STORE SERVICES, ON-LINE CATALOG SERVICES, AND ON-LINE MAIL ORDER SERVICES FEATURING CLOTHING AND JEWELRY	3851781
HOLLYWOOD HILLS	REGISTERED	CLOTHING, NAMELY JEANS, PANTS, OVERALLS	3331033
PAIGE PREMIUM	REGISTERED	CLOTHING, NAMELY JEANS, PANTS, SHORT PANTS, SKIRTS, T-SHIRTS, VESTS AND JACKETS	3191044
PPD	REGISTERED	CLOTHING, NAMELY, JEANS, PANTS, OVERALLS, SWEATPANTS, LEGGINGS, SKIRTS, DRESSES, SHIRTS, T-SHIRTS, VESTS, SWEATSHIRTS, TANK TOPS, JACKETS, COATS, SWEATERS, OVERCOATS, BATHING TRUNKS, BATHING SUITS, UNDERWEAR, LOUNGEWEAR, SLEEPWEAR, SCARVES, BELTS; HEADWEAR, NAMELY, HATS, CAPS, AND VISORS; FOOTWEAR, NAMELY, SOCKS AND SHOES	3328000
PAIGE	REGISTERED	CLOTHING, NAMELY, JEANS, PANTS, LEGGINGS, SKIRTS, DRESSES, SHIRTS, T-SHIRTS, TANK TOPS, JACKETS	4046193
PAIGE	REGISTERED	SATCHELS	3308211
PAIGE PREMIUM DENIM	REGISTERED	CLOTHING, NAMELY JEANS, PANTS, OVERALLS, SKIRTS, DRESSES, SHIRTS, T-SHIRTS, VESTS, JACKETS, COATS, UNDERWEAR, LOUNGEWEAR, SLEEPWEAR, SCARVES, BELTS, ALL OF THE FOREGOING OF DENIM; HEADWEAR, NAMELY HATS, CAPS, AND VISORS, ALL OF THE FOREGOING OF DENIM	3301653
LAUREL CANYON	REGISTERED	CLOTHING, NAMELY, JEANS AND PANTS	3321995

Trademark	Status	Goods/Services	Reg. No.
CITY OF ANGELS	REGISTERED	CLOTHING, NAMELY SHIRTS, T-SHIRTS, PANTS, JEANS, SKIRTS, DRESSES, JACKETS, COATS	3214208
PAIGE	REGISTERED	SHOES	4237703
	REGISTERED	CLOTHING AND APPAREL MADE IN WHOLE OR PART OF DENIM, NAMELY, JEANS; PANTS, BOTTOMS, SHORTS, TOPS, JACKETS	4289790
	REGISTERED	CLOTHING AND APPAREL, NAMELY, JEANS; PANTS, BOTTOMS, SHORTS, TOPS, JACKETS	4265350

Schedule D

U.S. Applications for Trademark Registration

Trademark	Status	Goods/Services	Appl. No.
PAIGE	PENDING Intent to Use	PERSONAL CARE PRODUCTS; COSMETICS; MAKE-UP PREPARATIONS FOR THE FACE; NON-MEDICATED HAIR CARE AND SKIN CARE PREPARATIONS; SOAPS FOR PERSONAL USE; PERFUMES AND FRAGRANCES FOR PERSONAL USE; NAIL POLISH; SUNGLASSES; EYEWEAR; EYEWEAR ACCESSORIES; JEWELRY, WATCHES AND TIMEPIECES; LEATHER AND IMITATION LEATHER PRODUCTS; BAGS; BACKPACKS; LUGGAGE; BELTS; BRIEFCASES; LEATHER AND IMITATION LEATHER ACCESSORIES	85/607015
PAIGE ADAMS-GELLER	PENDING Intent to Use	CLOTHING AND APPAREL; TOPS, BOTTOMS, COATS, DRESSES, HEADWEAR, HOSIERY, JACKETS, COATS, JEANS, LEGGINGS, LINGERIE, PANTS, SCARVES, SHIRTS, SHOES, SHORTS, SKIRTS, SOCKS, SWEATERS, UNDERGARMENTS, VESTS (INT. CL. 35) RETAIL STORE SERVICES, MAIL ORDER SERVICES, MAIL ORDER CATALOG SERVICES, ON-LINE RETAIL STORE SERVICES, ON-LINE CATALOG SERVICES, AND ON-LINE MAIL ORDER SERVICES FEATURING CLOTHING, PERSONAL ACCESSORIES, JEWELRY, PERSONAL CARE PRODUCTS, BAGS, LUGGAGE	85/576186
	PENDING Intent to Use	BOTTOMS; JEANS; PANTS; SHORTS	77/774741
PAIGE	PENDING Intent to Use	WATCHES, BRACELETS, RINGS AND EARRINGS	77/679935