

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABERCROMBIE & KENT GROUP OF COMPANIES S.A.		12/09/2013	LIMITED LIABILITY COMPANY: LUXEMBOURG
A&K S.a r.l.		12/09/2013	LIMITED LIABILITY COMPANY: LUXEMBOURG
ABERCROMBIE & KENT U.S. GROUP HOLDINGS, INC.		12/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3039607	DESIGN YOUR DAY
Registration Number:	3305064	SANCTUARY LODGES
Registration Number:	1688141	ABERCROMBIE & KENT
Registration Number:	1424298	A&K
Registration Number:	2291108	SIMPLY THE BEST WAY TO TRAVEL
Registration Number:	2442495	THE TRAVELLING BELL BOY
Registration Number:	3572235	SANCTUARY RETREATS
Registration Number:	3330276	INSPIRING EXPERIENCES
Registration Number:	4422667	CONNECTIONS
Registration Number:	3464854	MARCO POLO CLUB
Registration Number:	3547995	&

TRADEMARK

Registration Number:	3404250	SIGNATURE SERIES
Registration Number:	3592830	ABERCROMBIE & KENT
Registration Number:	3599971	OWN THE EXTRAORDINARY
Registration Number:	4429521	CONNECTIONS BY ABERCROMBIE & KENT
Serial Number:	86050369	SANCTUARY ANANDA
Registration Number:	3547984	GUARDIAN ANGEL

CORRESPONDENCE DATA

Fax Number: 2128225096
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: nbrowand@milbank.com
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
 Address Line 1: One Chase Manhattan Plaza
 Address Line 2: Attn: Nathaniel T. Browand
 Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.39000
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	12/10/2013

Total Attachments: 12
 source=A&K Trademark Security Agreement#page1.tif
 source=A&K Trademark Security Agreement#page2.tif
 source=A&K Trademark Security Agreement#page3.tif
 source=A&K Trademark Security Agreement#page4.tif
 source=A&K Trademark Security Agreement#page5.tif
 source=A&K Trademark Security Agreement#page6.tif
 source=A&K Trademark Security Agreement#page7.tif
 source=A&K Trademark Security Agreement#page8.tif
 source=A&K Trademark Security Agreement#page9.tif
 source=A&K Trademark Security Agreement#page10.tif
 source=A&K Trademark Security Agreement#page11.tif
 source=A&K Trademark Security Agreement#page12.tif

SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 9, 2013 is made by ABERCROMBIE & KENT GROUP OF COMPANIES S.A., a Luxembourg public limited liability company (*société anonyme*), having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 156.461 ("Holdings"), A&K S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 39.766 and a share capital of USD 300,000 (the "Lux Borrower") and ABERCROMBIE & KENT U.S. GROUP HOLDINGS, INC., a Delaware corporation (the "US Borrower" and together with the Lux Borrower, the "Borrowers") (collectively, the "IP Grantors" and each an "IP Grantor"), in favor of GOLDMAN SACHS BANK USA, located at 200 West Street, New York, New York 10282, as Administrative Agent (the "Administrative Agent"), for the benefit of the Secured Parties under that certain Credit Agreement, dated as of December 9, 2013 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrowers, the banks and other financial institutions from time to time parties to the Credit Agreement as Lenders (the "Lenders") and the Administrative Agent.

W I T N E S S E T H:

- (A) WHEREAS, pursuant to the Credit Agreement, the Lenders have severally made extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;
- (B) WHEREAS, pursuant to the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of December 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and
- (C) WHEREAS, pursuant to the Security Agreement, each IP Grantor is granting to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in certain Collateral, including each of the following that is owned by such IP Grantor:
 - (i) all trademarks, trade names, trade styles, service marks, logos and other source identifiers, and all goodwill associated therewith, all registrations thereof, and all applications for registration therefor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, any of the foregoing referred to in Schedule A, and all common-law rights related thereto and
 - (ii) the right to obtain all renewals thereof (collectively, the "Trademarks");

(D) NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the IP Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. Each IP Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademarks now owned or at any time hereafter acquired by such IP Grantor or in which such IP Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those Trademarks listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such IP Grantor's Obligations; (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations); provided, however that the security interest granted hereunder shall not attach to, and the Collateral shall not include, any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of an IP Grantor's intent to use such mark pursuant to 15 USC §1051 Section 1(b) and for which a form evidencing use of the Trademark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 USC §1060(a), to the extent and only for the duration that the security interest granted in such intent-to-use applications will invalidate, terminate, or abandon such intent-to-use applications, or any registrations resulting therefrom, under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the IP Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 4. Acknowledgment. The IP Grantors do hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

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

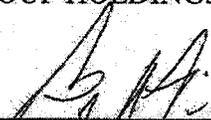
ABERCROMBIE & KENT GROUP OF
COMPANIES S.A.

By: _____
Name:
Title:

A&K S.à r.l.

By: _____
Name:
Title:

ABERCROMBIE & KENT U.S.
GROUP HOLDINGS, INC.

By:  _____
Name: Brett Fichte
Title: Director & CFO

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

ABERCROMBIE & KENT GROUP OF
COMPANIES S.A.

By:  _____
Name: Brett Fichte
Title: Director

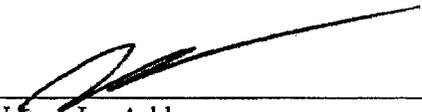
By: _____
Name: Jon Ashley
Title: Director

[Signature Page to Trademark Security Agreement]

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

**ABERCROMBIE & KENT GROUP OF
COMPANIES S.A.**

By: _____
Name: Brett Fichte
Title: Director

By:  _____
Name: Jon Ashley
Title: Director

[Signature Page to Trademark Security Agreement]

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

A&K S.À R.L.

By:  _____
Name: Brett Fichte
Title: Manager

By: _____
Name: Jon Ashley
Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005170 FRAME: 0921

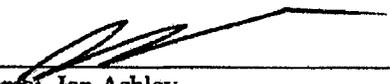
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

A&K S.À R.L.

By: _____

Name: Brett Fichte

Title: Manager

By:  _____

Name: Jon Ashley

Title: Manager

[Signature Page to Trademark Security Agreement]

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

ABERCROMBIE & KENT GROUP OF
COMPANIES S.A.

By: _____
Name:
Title:

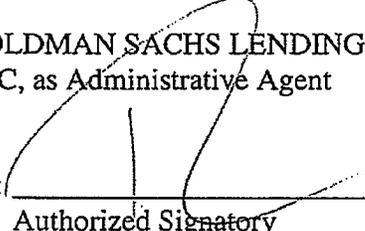
A&K S.à r.l.

By: _____
Name:
Title:

ABERCROMBIE & KENT U.S.
GROUP HOLDINGS, INC.

By: _____
Name:
Title:

GOLDMAN SACHS LENDING PARTNERS
LLC, as Administrative Agent

By: 

Authorized Signatory

Robert Ehudin
Authorized Signatory

[Signature Page to Short Form Trademark Security Agreement]

TRADEMARK
REEL: 005170 FRAME: 0924

SCHEDULE A

Trademark Registrations and Applications

<u>Debtor/ Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Juris- diction</u>	<u>Application/ Registration No</u>
A&K S.a.r.l.	DESIGN YOUR DAY	January 10, 2006	Registered	United States	App.: 76/620856 Reg.: 3039607
A&K S.a.r.l.	SANCTUARY LODGES	October 9, 2007	Registered	United States	App.: 76/419978 Reg.: 3305064
A&K S.a.r.l.	ABERCROMBI E & KENT	May 19, 1992	Registered	United States	App.: 74/102575 Reg.: 1688141
A&K S.a.r.l.	A&K (stylized)	January 6, 1987	Registered	United States	App.: 73/577655 Reg.: 1424298
Abercrombie & Kent Group of Companies, S.A.	SIMPLY THE BEST WAY TO TRAVEL	November 9, 1999	Registered	United States	App.: 75/539838 Reg.: 2291108
A&K S.a.r.l.	THE TRAVELLING BELL BOY	April 10, 2001	Registered	United States	App.: 75/924664 Reg.: 2442495
A&K S.a.r.l.	SANCTUARY RETREATS	February 10, 2009	Registered	United States	App.: 77/511364 Reg.: 3572235
A&K S.a.r.l.	INSPIRING EXPERIENCE S	November 6, 2007	Registered	United States	App.: 77/024162 Reg.: 3330276

<u>Debtor/ Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Juris- diction</u>	<u>Application/ Registration No</u>
A&K S.a.r.l.	CONNECTION S	October 22, 2013	Registered	United States	App.: 85/614594 Reg.: 4422667
A&K S.a.r.l.	MARCO POLO CLUB	July 15, 2008	Registered	United States	App.: 76/426911 Reg.: 3464854
A&K S.a.r.l.	& (design)	December 16, 2008	Registered	United States	App.: 77/351675 Reg.: 3547995
A&K S.a.r.l.	SIGNATURE SERIES	April 1, 2008	Registered	United States	App.: 77/070620 Reg.: 3404250
A&K S.a.r.l.	ABERCROMBI E & KENT	March 17, 2009	Registered	United States	App.: 77/464772 Reg.: 3592830
A&K S.a.r.l.	OWN THE EXTRAORDIN ARY	March 31, 2009	Registered	United States	App.: 77/464710 Reg.: 3599971
A&K S.a.r.l.	CONNECTION S BY ABERCROMBI E & KENT	November 5, 2013	Registered	United States	App.: 85/614557 Reg.: 4429521
A&K S.a.r.l.	SANCTUARY ANANDA	August 28, 2013	Pending	United States	App.: 86/050369
Abercrombie & Kent Group of Companies, S.A.	HELPING NATURE TO THRIVE		Unfiled	United States	

<u>Debtor/ Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Juris- diction</u>	<u>Application/ Registration No</u>
A&K S.a.r.l.	GUARDIAN ANGEL	December 16, 2008	Registered	United States	App.: 77/347188 Reg.: 3547984