

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                         |
|-----------|----------|----------------|-------------------------------------|
| Blair LLC |          | 12/20/2013     | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

|                 |  |
|-----------------|--|
| Name:           | TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent |
| Street Address: | 200 Clarendon Street, 51st Floor   |
| City:           | Boston   |
| State/Country:  | MASSACHUSETTS  |
| Postal Code:    | 02116  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE  |

PROPERTY NUMBERS Total: 91

| Property Type        | Number  | Word Mark                           |
|----------------------|---------|-------------------------------------|
| Registration Number: | 3694253 | DANCING DOLLS                       |
| Registration Number: | 3546229 | SMART FIT                           |
| Registration Number: | 4338741 | INTIMATE APPEAL                     |
| Registration Number: | 3321356 | SIGNATURE COLLECTION BY VICKI WAYNE |
| Registration Number: | 3482356 | JUDY BOND                           |
| Registration Number: | 3373165 | VICKI WAYNE                         |
| Registration Number: | 3393331 | VICKI WAYNE                         |
| Registration Number: | 3478147 | STUDIO SERIES BY VICKI WAYNE        |
| Registration Number: | 3478146 | ESSENTIALS BY VICKI WAYNE           |
| Registration Number: | 3469545 | VICKI BLUE                          |
| Registration Number: | 2970745 | COWARD                              |
| Registration Number: | 2991919 | OLD PUEBLO TRADERS                  |
| Registration Number: | 2973895 | INTIMATE APPEAL                     |
| Registration Number: | 3783780 | SMARTFIT                            |

**TRADEMARK**

|                      |         |                                     |
|----------------------|---------|-------------------------------------|
| Registration Number: | 3511824 | SHOP THE BAY.COM                    |
| Registration Number: | 3508463 | SHOP THE BAY                        |
| Registration Number: | 3547992 | SIGNATURE COLLECTION BY VICKI WAYNE |
| Registration Number: | 3667359 | COORDINATES BY VICKI WAYNE          |
| Registration Number: | 3667358 | ESSENTIALS BY VICKI WAYNE           |
| Registration Number: | 3489860 | COORDINATES BY VICKI WAYNE          |
| Registration Number: | 2214562 | DAVID CALAIS                        |
| Registration Number: | 2055472 | VICKI WAYNE'S                       |
| Registration Number: | 1680348 | INTIMATE APPEAL                     |
| Registration Number: | 1649648 | REGALIA                             |
| Registration Number: | 1556819 | VALUE SHOWCASE                      |
| Registration Number: | 1503096 | SERBIN SPORT                        |
| Registration Number: | 1499030 | UNIQUE PETITE                       |
| Registration Number: | 1458320 | EASY LIVING                         |
| Registration Number: | 1435705 | MARK REED                           |
| Registration Number: | 1336665 | VICKI WAYNE'S                       |
| Registration Number: | 1336664 | OLD PUEBLO TRADERS                  |
| Registration Number: | 1370230 | HEAVENLY COMFORT                    |
| Registration Number: | 1342544 | OLD PUEBLO TRADERS VICKI WAYNE'S    |
| Registration Number: | 1202124 | NANCY'S CHOICE                      |
| Registration Number: | 1133650 | SERENDIPITY                         |
| Registration Number: | 1126618 | AMBASSADOR                          |
| Registration Number: | 0885089 | DRY DOCK BY SERBIN                  |
| Registration Number: | 0606130 | SERBIN                              |
| Registration Number: | 1180174 | LADY AMBASSADOR                     |
| Registration Number: | 0073661 | COWARD                              |
| Registration Number: | 4406419 | BEDFORD FAIR                        |
| Registration Number: | 4327930 | BEDFORD FAIR LIFESTYLES             |
| Registration Number: | 3193041 | WILLOW RIDGE                        |
| Registration Number: | 3062216 | BEDFORD FAIR LIFESTYLES             |
| Registration Number: | 3019960 | CLOTHES THAT DO MORE FOR LESS       |
| Registration Number: | 2991988 | BFA CLASSICS                        |
| Registration Number: | 3013102 | BEDFORD FAIR                        |
| Registration Number: | 3243509 | FOR ALL YOU ARE                     |
| Registration Number: | 3274113 | WILLOW RIDGE                        |

|                      |          |                    |
|----------------------|----------|--------------------|
|                      | 3273859  | BFA CLASSICS       |
| Registration Number: | 1636210  | BLAIR-PLUS         |
| Serial Number:       | 86116324 | SCANDIA WOODS      |
| Registration Number: | 4435052  | JOHN BLAIR         |
| Registration Number: | 4313521  | BLAIR OUTLET       |
| Serial Number:       | 85801365 | SCANDIA FLEECE     |
| Serial Number:       | 85775153 | SCANDIA WOODS      |
| Registration Number: | 4328225  | TWO TWENTY         |
| Registration Number: | 3262468  | BLAIR              |
| Serial Number:       | 77787976 | WALKER & FETCH     |
| Registration Number: | 3739703  | IMPROVED LIVING    |
| Registration Number: | 3739695  | IMPROVED LIVING    |
| Registration Number: | 3857523  | IMPROVED LIVING    |
| Registration Number: | 3603863  | LADY BLAIR         |
| Registration Number: | 3425807  | LADY BLAIR         |
| Registration Number: | 3311249  | BLAIR              |
| Registration Number: | 3374988  | BLAIR              |
| Registration Number: | 2793723  | ADJUST-A-BAND      |
| Registration Number: | 2061091  | BLAIR              |
| Registration Number: | 2008690  | BLAIR              |
| Registration Number: | 2134847  | BLAIR              |
| Registration Number: | 1624256  | BLAIR              |
| Registration Number: | 1626066  | BLAIR BOUTIQUE     |
| Registration Number: | 1582710  | ELISABETH WILLIAMS |
| Registration Number: | 1563972  | BLAIR              |
| Registration Number: | 1543353  | IMPROVED LIVING    |
| Registration Number: | 1584039  | IMPROVED LIVING    |
| Registration Number: | 1360765  | PERSONAL CHOICE    |
| Registration Number: | 1422914  | BLAIR              |
| Registration Number: | 1283914  | BLAIR              |
| Registration Number: | 1051930  | BLAIRGUARD         |
| Registration Number: | 1656300  | SCANDIA WOODS      |
| Registration Number: | 1558163  | IRVINE PARK        |
| Registration Number: | 0930561  | JOHN BLAIR         |
| Registration Number: | 0910968  | JOHN BLAIR         |

|                      |          |                               |
|----------------------|----------|-------------------------------|
|                      | 0790047  | JOHN BLAIR                    |
| Registration Number: | 0924751  | JB                            |
| Registration Number: | 1554789  | LEW MAGRAM                    |
| Registration Number: | 0925944  | WILROY                        |
| Registration Number: | 2823666  | WHATEVER IT TAKES             |
| Registration Number: | 2966236  | MONTEREY BAY CLOTHING COMPANY |
| Serial Number:       | 72206793 | WILROY                        |

**CORRESPONDENCE DATA**

Fax Number: 3128637865  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.  
Address Line 2: Ste 3300  
Address Line 4: Chicago, ILLINOIS 60603

|                         |                    |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 7129.006           |
| NAME OF SUBMITTER:      | Sharon Patterson   |
| Signature:              | /sharon patterson/ |
| Date:                   | 12/20/2013         |

Total Attachments: 6  
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## Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

### WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[signature page follows]**

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLAIR LLC

By:   
Name: Brian C. Gowen  
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of  
TCW Special Situations, LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

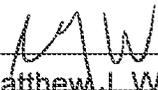
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLAIR LLC

By: \_\_\_\_\_  
Name: Brian C. Gowen  
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of  
TCW Special Situations, LLC,  
as Collateral Agent

By:   
Name: Matthew J. Whitcomb  
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| MARK                                | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE |
|-------------------------------------|---------------|---------------------|-------------|
| DANCING DOLLS                       | 78846774      | 3694253             | 10/6/2009   |
| SMART FIT                           | 77411053      | 3546229             | 12/16/2008  |
| INTIMATE APPEAL                     | 85743148      | 4338741             | 5/21/2013   |
| SIGNATURE COLLECTION BY VICKI WAYNE | 78842093      | 3321356             | 10/23/2007  |
| JUDY BOND                           | 78861661      | 3482356             | 8/5/2008    |
| VICKI WAYNE                         | 78979626      | 3373165             | 1/22/2008   |
| VICKI WAYNE                         | 78897880      | 3393331             | 3/4/2008    |
| STUDIO SERIES BY VICKI WAYNE        | 78828910      | 3478147             | 7/29/2008   |
| ESSENTIALS BY VICKI WAYNE           | 78828887      | 3478146             | 7/29/2008   |
| VICKI BLUE                          | 78828818      | 3469545             | 7/15/2008   |
| COWARD                              | 78440739      | 2970745             | 7/19/2005   |
| OLD PUEBLO TRADERS                  | 78366105      | 2991919             | 9/6/2005    |
| INTIMATE APPEAL                     | 78310426      | 2973895             | 7/19/2005   |
| SMARTFIT                            | 77801841      | 3783780             | 5/4/2010    |
| SHOP THE BAY.COM                    | 77411515      | 3511824             | 10/7/2008   |
| SHOP THE BAY                        | 77411482      | 3508463             | 9/30/2008   |
| SIGNATURE COLLECTION BY VICKI WAYNE | 77351022      | 3547992             | 12/16/2008  |
| COORDINATES BY VICKI WAYNE          | 77350969      | 3667359             | 8/11/2009   |
| ESSENTIALS BY VICKI WAYNE           | 77350526      | 3667358             | 8/11/2009   |
| COORDINATES BY VICKI WAYNE          | 77232221      | 3489860             | 8/19/2008   |
| DAVID CALAIS                        | 75390967      | 2214562             | 12/29/1998  |
| VICKI WAYNE'S                       | 75127842      | 2055472             | 4/22/1997   |
| INTIMATE APPEAL                     | 74145319      | 1680348             | 3/24/1992   |
| REGALIA                             | 74020955      | 1649648             | 7/2/1991    |
| VALUE SHOWCASE                      | 73778622      | 1556819             | 9/19/1989   |
| SERBIN SPORT                        | 73687002      | 1503096             | 9/6/1988    |
| UNIQUE PETITE                       | 73683187      | 1499030             | 8/2/1988    |
| EASY LIVING                         | 73647797      | 1458320             | 9/22/1987   |
| MARK REED                           | 73616143      | 1435705             | 4/7/1987    |
| VICKI WAYNE'S                       | 73508579      | 1336665             | 5/21/1985   |
| OLD PUEBLO TRADERS                  | 73508538      | 1336664             | 5/21/1985   |
| HEAVENLY COMFORT                    | 73505011      | 1370230             | 11/12/1985  |
| OLD PUEBLO TRADERS VICKI WAYNE'S    | 73465909      | 1342544             | 6/18/1985   |
| NANCY'S CHOICE                      | 73311144      | 1202124             | 7/20/1982   |
| SERENDIPITY                         | 73171435      | 1133650             | 4/22/1980   |
| AMBASSADOR                          | 73153946      | 1126618             | 11/6/1979   |
| DRY DOCK BY SERBIN                  | 72308038      | 885089              | 1/27/1970   |
| SERBIN                              | 71671532      | 606130              | 5/17/1955   |
| LADY AMBASSADOR                     | 73220012      | 1180174             | 12/1/1981   |
| COWARD                              | 71039493      | 73661               | 5/11/1909   |
| BEDFORD FAIR                        | 85844105      | 4406419             | 9/24/2013   |
| BEDFORD FAIR LIFESTYLES             | 85720906      | 4327930             | 4/30/2013   |
| WILLOW RIDGE                        | 78811142      | 3193041             | 1/2/2007    |
| BEDFORD FAIR LIFESTYLES             | 78382765      | 3062216             | 2/28/2006   |
| CLOTHES THAT DO MORE FOR LESS       | 78400389      | 3019960             | 11/29/2005  |

| MARK                          | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE |
|-------------------------------|---------------|---------------------|-------------|
| BFA CLASSICS                  | 78382774      | 2991988             | 9/6/2005    |
| BEDFORD FAIR                  | 78382773      | 3013102             | 11/8/2005   |
| FOR ALL YOU ARE               | 78382778      | 3243509             | 5/22/2007   |
| WILLOW RIDGE                  | 77081811      | 3274113             | 8/7/2007    |
| BFA CLASSICS                  | 77022411      | 3273859             | 8/7/2007    |
| BLAIR-PLUS                    | 74053658      | 1636210             | 2/26/1991   |
| SCANDIA WOODS                 | 86116324      | N/A                 | N/A         |
| JOHN BLAIR                    | 85761520      | 4435052             | 11/19/2013  |
| BLAIR OUTLET                  | 85216117      | 4313521             | 4/2/2013    |
| SCANDIA FLEECE                | 85801365      | N/A                 | N/A         |
| SCANDIA WOODS                 | 85775153      | N/A                 | N/A         |
| TWO TWENTY                    | 85725229      | 4328225             | 4/30/2013   |
| BLAIR                         | 78617467      | 3262468             | 7/10/2007   |
| WALKER & FETCH                | 77787976      | N/A                 | N/A         |
| IMPROVED LIVING               | 77762149      | 3739703             | 1/19/2010   |
| IMPROVED LIVING               | 77762055      | 3739695             | 1/19/2010   |
| IMPROVED LIVING               | 77624585      | 3857523             | 10/5/2010   |
| LADY BLAIR                    | 77369755      | 3603863             | 4/7/2009    |
| LADY BLAIR                    | 77231573      | 3425807             | 5/13/2008   |
| BLAIR                         | 77086960      | 3311249             | 10/16/2007  |
| BLAIR                         | 77058143      | 3374988             | 1/29/2008   |
| ADJUST-A-BAND                 | 76351903      | 2793723             | 12/16/2003  |
| BLAIR                         | 75097096      | 2061091             | 5/13/1997   |
| BLAIR                         | 75028617      | 2008690             | 10/15/1996  |
| BLAIR                         | 75008109      | 2134847             | 2/3/1998    |
| BLAIR                         | 74031929      | 1624256             | 11/20/1990  |
| BLAIR BOUTIQUE                | 74013171      | 1626066             | 12/4/1990   |
| ELISABETH WILLIAMS            | 73813427      | 1582710             | 2/13/1990   |
| BLAIR                         | 73780989      | 1563972             | 10/31/1989  |
| IMPROVED LIVING               | 73738785      | 1543353             | 6/13/1989   |
| IMPROVED LIVING               | 73732092      | 1584039             | 2/20/1990   |
| PERSONAL CHOICE               | 73525941      | 1360765             | 9/17/1985   |
| BLAIR                         | 73450549      | 1422914             | 12/30/1986  |
| BLAIR                         | 73402356      | 1283914             | 6/26/1984   |
| BLAIRGUARD                    | 73073546      | 1051930             | 10/2/1976   |
| SCANDIA WOODS                 | 73658667      | 1656300             | 9/10/1991   |
| IRVINE PARK                   | 73781458      | 1558163             | 9/26/1989   |
| JOHN BLAIR                    | 72381037      | 930561              | 3/7/1972    |
| JOHN BLAIR                    | 72362270      | 910968              | 4/6/1971    |
| JOHN BLAIR                    | 72200200      | 790047              | 5/25/1965   |
| JB                            | 72363565      | 924751              | 11/30/1971  |
| LEW MAGRAM                    | 73731687      | 1554789             | 9/5/1989    |
| WILROY                        | 72389088      | 925944              | 12/21/1971  |
| WILROY                        | 72206793      | 72206793            | 1/18/1966   |
| WHATEVER IT TAKES             | 76021791      | 2823666             | 3/15/2004   |
| MONTEREY BAY CLOTHING COMPANY | 78242057      | 2966236             | 7/12/2005   |