TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306135

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABG Juicy Couture, LLC		05/27/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1 Independence Center, 101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	3445902	74
Registration Number:	3912360	BIRD BY JUICY COUTURE
Registration Number:	3345738	BORN IN THE GLAMOROUS USA
Registration Number:	3769454	BORN IN THE GLAMOROUS USA
Registration Number:	3510166	BORN IN THE GLAMOROUS USA
Registration Number:	3455823	BORN IN THE GLAMOROUS USA
Registration Number:	2882280	CHOOSE JUICY
Registration Number:	3481417	CHOOSE WATER
Registration Number:	3927112	CLUB COUTURE
Registration Number:	3927113	CLUB COUTURE
Registration Number:	3750786	COUTURE COUTURE
Registration Number:	3354458	COUTURE COUTURE
Registration Number:	4365722	COUTURE LA LA
Registration Number:	3605924	DAYDREAMER
Registration Number:	3525082	DIRTY ENGLISH
Registration Number:	3510328	DOGGY COUTURE
Registration Number:	3886739	DOWN DOG COUTURE
Registration Number:	4415153	ENJOY YOURSELF WEAR JUICY J
Registration Number:	4415152	ENJOY YOURSELF WEAR JUICY J

OP $1640.00 3445902

Property Type	Number	Word Mark
Registration Number:	3532837	FOR NICE GIRLS WHO LIKE STUFF
Registration Number:	3610509	FOR NICE GIRLS WHO LIKE STUFF
Registration Number:	3539376	J
Registration Number:	4151343	JC
Registration Number:	4144011	JC
Registration Number:	4158800	JC
Registration Number:	4144012	JC
Registration Number:	3698422	JC
Registration Number:	3499543	JM JUICY COUTURE
Registration Number:	3577466	JM JUICY COUTURE
Registration Number:	2285232	JUICY
Registration Number:	2995654	JUICY
Registration Number:	3633187	JUICY
Registration Number:	3381433	JUICY
Registration Number:	3762789	JUICY
Registration Number:	3763190	JUICY
Registration Number:	3233785	JUICY BABY
Registration Number:	3194741	JUICY COUTURE
Registration Number:	2348674	JUICY COUTURE
Registration Number:	2978046	JUICY COUTURE
Registration Number:	2882279	JUICY COUTURE
Registration Number:	3451212	JUICY COUTURE
Registration Number:	3146100	JUICY COUTURE
Registration Number:	3346828	JUICY COUTURE
Registration Number:	3604114	JUICY COUTURE
Registration Number:	3941099	JUICY COUTURE
Registration Number:	3944733	JUICY COUTURE
Registration Number:	4089128	JUICY COUTURE
Registration Number:	3354006	J JUICY COUTURE
Registration Number:	3329779	JUICY GIRL
Registration Number:	3265587	JUICY GIRL
Registration Number:	4522222	JUICY GIRL
Registration Number:	4522221	JUICY GIRL
Registration Number:	4522220	JUICY GIRL
Registration Number:	3733004	J
Registration Number:	2387924	JUICY JEANS
Registration Number:	3720092	LOVE G&P
Registration Number:	4074752	PEACE, LOVE & JUICY COUTURE
Registration Number:	4222257	SAME OLD CHIC

Property Type	Number	Word Mark
Registration Number:	3066756	
Registration Number:	3395794	
Registration Number:	3451056	SMELLS LIKE COUTURE
Registration Number:	3818073	SMELLS LIKE COUTURE
Registration Number:	3818217	SMELLS LIKE COUTURE
Registration Number:	4128970	VIVA LA JUICY
Serial Number:	85858553	JUICY SPORT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	05/30/2014

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "**Trademark Security Agreement**"), dated as of May 27, 2014, is made by ABG Juicy Couture, LLC, (the "**Grantor**") in favor of Bank of America, N.A., as collateral agent (the "**Collateral Agent**") for the Secured Parties.

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the "**Trademark Collateral**"); provided that "Trademark Collateral" shall not include and the Security Interest shall not attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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ABG JUICY COUTURE, LLC, Grantor

By:_____
Name: Kevin Clarke
Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: Judy D. Payne
Title: Vice President

[ABG - SIGNATURE PAGE TO FIST LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
74	77067397	19-Dec-06	3445902	10-Jun-08
BIRD BY JUICY COUTURE	77980986	22-Sep-08	3912360	25-Jan-11
BORN IN THE GLAMOROUS USA	78806608	03-Feb-06	3345738	27-Nov-07
BORN IN THE GLAMOROUS USA	78959729	24-Aug-06	3769454	30-Mar-10
BORN IN THE GLAMOROUS USA	78959721	24-Aug-06	3510166	30-Sep-08
BORN IN THE GLAMOROUS USA	78959713	24-Aug-06	3455823	24-Jun-08
CHOOSE JUICY	76355074	03-Jan-02	2882280	07-Sep-04
CHOOSE WATER	77121192	02-Mar-07	3481417	05-Aug-08
CLUB COUTURE	77963701	19-Mar-10	3927112	01-Mar-11
CLUB COUTURE	77963735	19-Mar-10	3927113	01-Mar-11
COUTURE COUTURE	78834572	10-Mar-06	3750786	16-Feb-10
COUTURE COUTURE	78978994	29-Jul-05	3354458	11-Dec-07
COUTURE LA LA	85597432	13-Apr-12	4365722	09-Jul-13
DAYDREAMER	77566792	10-Sep-08	3605924	14-Apr-09
DIRTY ENGLISH	77204736	13-Jun-07	3525082	28-Oct-08
DOGGY COUTURE	78972997	13-Sep-06	3510328	30-Sep-08
DOWN DOG COUTURE	77486552	29-May-08	3886739	07-Dec-10
ENJOY YOURSELF WEAR JUICY J	85101964	06-Aug-10	4415153	08-Oct-13
ENJOY YOURSELF WEAR JUICY J	85101925	06-Aug-10	4415152	08-Oct-13
FOR NICE GIRLS WHO LIKE STUFF	78979585	24-Aug-007	3532837	11-Nov-08
FOR NICE GIRLS WHO LIKE STUFF	78959793	24-Aug-06	3610509	21-Apr-09
J ZIPPER PULL	77184419	18-May-07	3539376	02-Dec-08
JC Crown Design	85269271	17-Mar-11	4151343	29-May-12
JC Crown Design	85269297	17-Mar-11	4144011	15-May-12

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Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
JC Crown Design	85269322	17-Mar-11	4158800	12-Jun-12
JC Crown Design	85269380	17-Mar-11	4144012	15-May-12
JC Design	77702347	30-Mar-09	3698422	20-Oct-09
JM JUICY COUTURE Lion Crest Design	77032126	30-Oct-06	3499543	09-Sep-08
JM JUICY COUTURE Lion Crest Design	77310768	23-Oct-07	3577466	17-Feb-09
JUICY	75538291	18-Aug-98	2285232	12-Oct-99
JUICY	76977221	03-Jan-02	2995654	13-Sep-05
JUICY	78720344	26-Sep-05	3633187	02-Jun-09
JUICY	77210732	20-Jun-07	3381433	12-Feb-08
JUICY	77793043	30-Jul-09	3762789	23-Mar-10
JUICY	77812116	25-Aug-09	3763190	23-Mar-10
JUICY BABY	76376647	28-Feb-02	3233785	24-Apr-07
JUICY COUTURE	76376638	28-Feb-02	3194741	02-Jan-07
JUICY COUTURE	75743731	02-Jul-99	2348674	09-May-00
JUICY COUTURE	76977226	28-Feb-02	2978046	26-Jul-05
JUICY COUTURE	76355073	03-Jan-02	2882279	07-Sep-04
JUICY COUTURE	78879503	09-May-06	3451212	17-Jun-08
JUICY COUTURE	76978162	28-Feb-02	3146100	19-Sep-06
JUICY COUTURE	77033935	01-Nov-06	3346828	04-Dec-07
JUICY COUTURE	77470227	09-May-08	3604114	07-Apr-09
JUICY COUTURE	77509864	27-Jun-08	3941099	05-Apr-11
JUICY COUTURE	77531305	25-Jul-08	3944733	12-Apr-11
JUICY COUTURE	85298389	19-Apr-11	4089128	17-Jan-12

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Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
J JUICY COUTURE	78844676	23-Mar-06	3354006	11-Dec-07
JUICY GIRL	75718579	01-Jun-99	3329779	06-Nov-07
JUICY GIRL	76978523	17-Mar-03	3265587	17-Jul-07
JUICY GIRL	85101892	06-Aug-10	4522222	29-Apr-14
JUICY GIRL	85101882	06-Aug-10	4522221	29-Apr-14
JUICY GIRL	85101876	06-Aug-10	4522220	29-Apr-14
J	77746290	28-May-09	3733004	29-Dec-09
JUICY JEANS	75853613	22-Nov-99	2387924	19-Sep-00
JUICY SPORT	85858553	24-Feb-13	--	--
LOVE G&P	78680187	28-Jul-05	3720092	01-Dec-09
PEACE LOVE & JUICY COUTURE	85016984	19-Apr-10	4074752	20-Dec-11
SAME OLD CHIC	77925839	02-Feb-10	4222257	09-Oct-12
Scotty Dog Logo	78418542	13-May-04	3066756	07-Mar-05
Scotty Dog Logo	78515407	11-Nov-04	3395794	11-Mar-08
SMELLS LIKE COUTURE	78786416	06-Jan-06	3451056	17-Jun-08
SMELLS LIKE COUTURE	77885332	03-Dec-09	3818073	13-Jul-10
SMELLS LIKE COUTURE	77888830	08-Dec-09	3818217	13-Jul-10
VIVA LA JUICY	77426195	08-Dec-09	4128970	17-Apr-12

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