

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334544

| | | | |
|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT (SECOND LIEN) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LUCKY BRAND DUNGAREES, LLC | | 03/04/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THE BANK OF NEW YORK MELLON | | |
| Street Address: | 2001 BRYAN STREET, 10TH FLOOR | | |
| City: | DALLAS | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | BANKING CORPORATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 48 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85099196 | 181 | |
| Serial Number: | 77872207 | 221 | |
| Serial Number: | 85293159 | 329 | |
| Serial Number: | 85322048 | 367 | |
| Serial Number: | 77874607 | 455 | |
| Serial Number: | 77874614 | 487 | |
| Serial Number: | 77257836 | DENIM HIGHWAY | |
| Serial Number: | 74384234 | | |
| Serial Number: | 75117085 | | |
| Serial Number: | 75117852 | | |
| Serial Number: | 75137075 | | |
| Serial Number: | 77254756 | | |
| Serial Number: | 77517182 | | |
| Serial Number: | 77517769 | | |
| Serial Number: | 77536894 | | |
| Serial Number: | 85639590 | | |
| Serial Number: | 85694189 | | |
| Serial Number: | 77153076 | LUCKY | |
| Serial Number: | 77151902 | LUCKY | |
| TRADEMARK | | | |

CH \$1215.00 85099196

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 74082798 | LUCKY BRAND |
| Serial Number: | 75977217 | LUCKY BRAND |
| Serial Number: | 75852779 | LUCKY BRAND |
| Serial Number: | 75924261 | LUCKY BRAND |
| Serial Number: | 76282385 | LUCKY BRAND |
| Serial Number: | 76304138 | LUCKY BRAND |
| Serial Number: | 77068530 | LUCKY BRAND |
| Serial Number: | 77182493 | LUCKY BRAND |
| Serial Number: | 77299071 | LUCKY BRAND |
| Serial Number: | 85213150 | LUCKY BRAND |
| Serial Number: | 85228321 | LUCKY BRAND |
| Serial Number: | 85635127 | LUCKY BRAND |
| Serial Number: | 85682472 | LUCKY BRAND |
| Serial Number: | 75030041 | LUCKY BRAND DUNGAREES |
| Serial Number: | 75118448 | LUCKY BRAND DUNGAREES OF AMERICA TOO TOU |
| Serial Number: | 78513557 | LUCKY BRAND JEANS |
| Serial Number: | 78833361 | LUCKY KID |
| Serial Number: | 78979507 | LUCKY KID |
| Serial Number: | 77372213 | LUCKY LEGEND |
| Serial Number: | 85171753 | LUCKY LEGEND |
| Serial Number: | 75450495 | LUCKY ME |
| Serial Number: | 77572114 | LUCKY SILVER |
| Serial Number: | 74267253 | LUCKY YOU |
| Serial Number: | 75117086 | LUCKY YOU |
| Serial Number: | 74384152 | LUCKY YOU |
| Serial Number: | 76046470 | LUCKY YOU LUCKY BRAND |
| Serial Number: | 76084522 | LUCKY YOU LUCKY BRAND |
| Serial Number: | 78976550 | RN#80318 |
| Serial Number: | 75340734 | THE LUCKY BRAND FOUNDATION MAKING A DIFF |

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

TRADEMARK

REEL: 005474 FRAME: 0626

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 38839/4 |
| NAME OF SUBMITTER: | BENJAMIN PETERSEN |
| SIGNATURE: | /BENJAMIN PETERSEN/ |
| DATE SIGNED: | 03/09/2015 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated March 4, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of The Bank of New York Mellon, as collateral agent (in such capacities, including any successors thereto, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of March 4, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Lucky Brand Dungarees, LLC, a Delaware limited liability company (the "Borrower"), LBD INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto from time to time, Guggenheim Securities Holdings, LLC, as Administrative Agent, and The Bank of New York Mellon, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated March 4, 2015, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to or under all of the following (collectively, the "Trademarks"), (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those Trademarks set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to any of the foregoing, (c) all extensions and/or renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements, dilutions or other violations of any of the foregoing, (e) all rights corresponding thereto throughout the world and (f) all claims for, and rights to sue for, past, present and future infringements or dilutions thereof or other injuries thereto.

Notwithstanding the foregoing, in no event shall any security interest be granted in 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 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, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. 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 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. Each 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 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

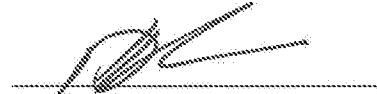
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of March 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between Wells Fargo Bank, National Association, as First Lien Agent, and the Administrative Agent and the Collateral Agent, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

LUCKY BRAND DUNGAREES, LLC,
Grantor

By:

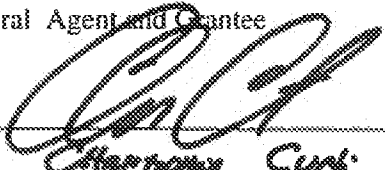


Name: Nigel Kershaw
Title: Chief Financial Officer

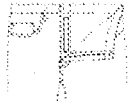



{Signature Page to Second Lien Trademark Security Agreement}

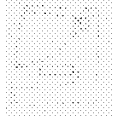





TRADEMARK
REEL: 005474 FRAME: 0630


THE BANK OF NEW YORK MELLON,
as Collateral Agent and Grantee


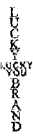

By: 
Name: *Stephanie Curti*
Title: *VICE PRESIDENT*

SCHEDULE A
TRADEMARKS

| Mark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|---|-------------------------|--------------------------------|---------------------------------------|
| 181 | 25 | 85099196 03-AUG-2010 | 4113761 20-MAR-2012 |
| 221 | 25 | 77872207 13-NOV-2009 | 3865742 19-OCT-2010 |
| 329 | 25 | 85293159 12-APR-2011 | 4042168 18-OCT-2011 |
| 367 | 25 | 85322048 16-MAY-2011 | 4180582 24-JUL-2012 |
| 455 | 25 | 77874607 17-NOV-2009 | 3901798 04-JAN-2011 |
| 487 | 25 | 77874614 17-NOV-2009 | 3901799 04-JAN-2011 |
| DENIM HIGHWAY | 35 | 77257836 17-AUG-2007 | 3494965 02-SEP-2008 |
|  | 25 | 74384234 29-APR-1993 | 2050091 08-APR-1997 |
|  | 25 | 75117085 11-JUN-1996 | 2400358 31-OCT-2000 |
|  | 25 | 75117852 12-JUN-1996 | 2129881 20-JAN-1998 |
|  | 25 | 75137075 22-JUL-1996 | 2113726 18-NOV-1997 |

| Mark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|---|-------------------------|-----------------------------|------------------------------------|
|  | 25 | 77254756 14-AUG-2007 | 3483612 12-AUG-2008 |
|  | 14 | 77517182 08-JUL-2008 | 3693776 06-OCT-2009 |
|  | 14 | 77517769 09-JUL-2008 | 3628597 26-MAY-2009 |
|  | 25 | 77536894 01-AUG-2008 | 3522929 21-OCT-2008 |
|  | 14 | 85639590 31-MAY-2012 | 4370902 23-JUL-2013 |
|  | 9 | 85694189 02-AUG-2012 | 4401480 10-SEP-2013 |
| LUCKY | 25 | 77153076 10-APR-2007 | 3417110 29-APR-2008 |
|  | 25 | 77151902 09-APR-2007 | 3517270 14-OCT-2008 |
| LUCKY BRAND | 25 | 74082798 30-JUL-1990 | 1646123 28-MAY-1991 |
| LUCKY BRAND | 9 | 75977217 17-OCT-1996 | 2756608 26-AUG-2003 |
| LUCKY BRAND | 25 | 75852779 16-NOV-1999 | 2795162 16-DEC-2003 |
| LUCKY BRAND | 25 | 75924261 22-FEB-2000 | 3104220 13-JUN-2006 |
| LUCKY BRAND | 35 | 76282385 11-JUL-2001 | 2655004 26-NOV-2002 |

| Mark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
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| LUCKY BRAND | 25 | 76304138 23-AUG-2001 | 2725491 10-JUN-2003 |
| LUCKY BRAND | 14 | 77068530 20-DEC-2006 | 3407935 08-APR-2008 |
| LUCKY BRAND | 25 | 77182493 16-MAY-2007 | 3699407 20-OCT-2009 |
| LUCKY BRAND | 14 | 77299071 09-OCT-2007 | 3506278 23-SEP-2008 |
| LUCKY BRAND | 18 | 85213150 07-JAN-2011 | 3998150 19-JUL-2011 |
| LUCKY BRAND | 25 | 85228321 27-JAN-2011 | 3981713 21-JUN-2011 |
| LUCKY BRAND | 9 | 85635127 25-MAY-2012 | 4363447 09-JUL-2013 |
| LUCKY BRAND | 24 | 85682472 20-JUL-2012 | 4506320 01-APR-2014 |
| LUCKY BRAND DUNGAREES | 35 | 75030041 08-DEC-1995 | 2686829 11-FEB-2003 |
|  | 25 | 75118448 13-JUN-1996 | 2158107 19-MAY-1998 |
| LUCKY BRAND JEANS | 35 | 78513557 09-NOV-2004 | 3041039 10-JAN-2006 |
| LUCKY KID | 35 | 78833361 09-MAR-2006 | 3500183 09-SEP-2008 |
| LUCKY KID | 25 | 78979507 06-JUL-2006 | 3387018 19-FEB-2008 |
| LUCKY LEGEND | 25 | 77372213 15-JAN-2008 | 3775279 13-APR-2010 |

| Mark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
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| LUCKY LEGEND | 35 | 85171753 08-NOV-2010 | 4301800 12-MAR-2013 |
| LUCKY ME | 25 | 75450495 16-MAR-1998 | 2469997 17-JUL-2001 |
| LUCKY SILVER | 14 | 77572114 17-SEP-2008 | 3662935 04-AUG-2009 |
| LUCKY YOU | 25 | 74267253 20-APR-1992 | 1739962 15-DEC-1992 |
| LUCKY YOU | 25 | 75117086 11-JUN-1996 | 2306342 04-JAN-2000 |
|  | 25 | 74384152 29-APR-1993 | 1886118 28-MAR-1995 |
| LUCKY YOU LUCKY BRAND | 3 | 76046470 09-MAY-2000 | 2583368 18-JUN-2002 |
|  | 3 | 76084522 10-JUL-2000 | 2724936 10-JUN-2003 |
| RN#80318 | 25 | 78976550 07-APR-2004 | 3051792 24-JAN-2006 |
|  | 36 | 75340734 13-AUG-1997 | 2271432 24-AUG-1999 |