

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM349084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG-Frederick's of Hollywood, LLC, as Grantor		07/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Independence Center, 101 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4141375	BOUDOIR CAFÉ	
Registration Number:	3076474	F	
Registration Number:	3532435	F	
Registration Number:	1055867	FREDERICK'S	
Registration Number:	1058525	FREDERICK'S	
Registration Number:	1052485	FREDERICK'S	
Registration Number:	1051548	FREDERICK'S	
Registration Number:	0664746	FREDERICK'S	
Registration Number:	1674329	FREDERICK'S OF HOLLYWOOD	
Registration Number:	1627771	FREDERICK'S OF HOLLYWOOD	
Registration Number:	2932489	FREDERICK'S OF HOLLYWOOD	
Registration Number:	3405857	FREDERICK'S OF HOLLYWOOD	
Registration Number:	2403596	FREDERICKS.COM	
Registration Number:	3416487	GET CHEEKY	
Registration Number:	4417478	HARRIETT	
Registration Number:	3935638	HOLLYWOOD ICON BY FREDERICK'S OF HOLLYWO	
Registration Number:	3858916	SEDUCTION BY FREDERICK'S OF HOLLYWOOD	
Registration Number:	3164722	THE HOLLYWOOD EXXTREME CLEAVAGE	
Registration Number:	3156626	THE ORIGINAL SEX SYMBOL	
TRADEMARK			

OP \$515.00 4141375

Property Type	Number	Word Mark
Registration Number:	1585795	REAL SHAPES

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: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, 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:	Ken Tan, Legal Assistant
SIGNATURE:	/Michael Barys/
DATE SIGNED:	07/23/2015

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 21, 2015, is made by ABG-FREDERICK’S OF HOLLYWOOD, 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 Second 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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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ABG-FREDERICK'S OF HOLLYWOOD, LLC

By: 

Name: Kevin Clarke

Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005583 FRAME: 0985

Accepted and Agreed:

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

By: *Maria A. McClain*


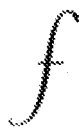
Name: Maria A. McClain

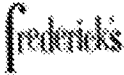
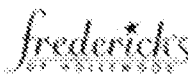
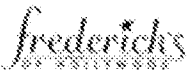
Title: Vice President



[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005583 FRAME: 0986

SCHEDULE A

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
BOUDOIR CAFÉ	85299302	4141375
 F (Stylized)	78602622	3076474
 F (Stylized)	78602617	3532435
FREDERICK'S (block letters)	73067744	1055867
FREDERICK'S (block letters)	73067746	1058525
FREDERICK'S (block letters)	73067747	1052485

FREDERICK'S (block letters)	73067748	1051548
 FREDERICK'S (stylized)	71696973	0664746
FREDERICK'S OF HOLLYWOOD	74088305	1674329
FREDERICK'S OF HOLLYWOOD	73829942	1627771
 FREDERICK'S OF HOLLYWOOD (stylized)	76558776	2932489
 FREDERICK'S OF HOLLYWOOD (stylized)	76558775	3405857
FREDERICKS.COM	75703743	2403596

 GET CHEEKY (stylized)	76558777	3416487
 HARRIETT (stylized)	85824739	4417478
 HOLLYWOOD ICON BY FREDERICK'S OF HOLLYWOOD (stylized)	77937136	3935638
SEDUCTION BY FREDERICK'S OF HOLLYWOOD	77774228	3858916
 THE HOLLYWOOD EXXTREME CLEAVAGE (stylized)	78602610	3164722
THE ORIGINAL SEX SYMBOL	78602507	3156626
REAL SHAPES	73807394	1585795