

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agency Sucession Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One Business Credit Corp.		08/17/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	85788798		
Serial Number:	76626261	SUSTAINABLE EDITION	
Serial Number:	77355180	VIVA RADIO	
Serial Number:	76636803		
Serial Number:	85788747	SUSTAINABLE EDITION	
Serial Number:	85783328	STANDARD AMERICAN	
Serial Number:	76624844	STANDARD AMERICAN	
Serial Number:	78738044	PANTYTIME	
Serial Number:	77105512	MULTIBRAND	
Serial Number:	85698503	LE CLUB AMERICAN APPAREL	
Serial Number:	85788712	CLASSICGIRL	
Serial Number:	76624845	CLASSICBABY	
Serial Number:	85783430	CLASSIC GIRL	
Serial Number:	85783232	CLASSIC BABY	
Serial Number:	77425155	CALIFORNIA SELECT VINTAGE AND MORE	
Serial Number:	77425297	CALIFORNIA SELECT	
Serial Number:	77440836	AMERICAN APPAREL	
Serial Number:	76624848	AMERICAN APPAREL	
TRADEMARK			

CH \$565.00 85788798

Property Type	Number	Word Mark
Serial Number:	76624846	AMERICAN APPAREL
Serial Number:	76544549	AMERICAN APPAREL
Serial Number:	75559981	ALL AMERICAN APPAREL
Serial Number:	76624847	AA

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 212-530-5040
Email: trademark@milbank.com
Correspondent Name: Anthe Vorkas
Address Line 1: 28 Liberty Street
Address Line 2: Milbank, Tweed, Hadley & McCloy
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41940.00200
NAME OF SUBMITTER:	Anthe Vorkas
SIGNATURE:	/Anthe Vorkas/
DATE SIGNED:	08/20/2015

Total Attachments: 24
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AGENCY SUCCESSION AGREEMENT

THIS **AGENCY SUCCESSION AGREEMENT** (this "Agreement"), dated as of August 17, 2015 (the "Effective Date"), by and among **AMERICAN APPAREL (USA), LLC**, a California limited liability company ("AA USA"), **AMERICAN APPAREL RETAIL, INC.**, a California corporation ("AA Retail"), **AMERICAN APPAREL DYEING & FINISHING, INC.**, a California corporation ("AA Dyeing & Finishing"), **KCL KNITTING, LLC**, a California limited liability company ("KCL") and, together with AA USA, AA Retail and AA Dyeing & Finishing, collectively, the "Borrowers" and each, individually, a "Borrower"), **AMERICAN APPAREL, INC.**, a Delaware corporation ("Holdings"), **FRESH AIR FREIGHT, INC.**, a California corporation ("Fresh Air") and, together with Holdings, collectively, the "Guarantors" and each, individually, a "Guarantor"), **CAPITAL ONE BUSINESS CREDIT CORP.** ("COBC"), as the resigning Administrative Agent and Swing Line Lender (in such capacities, the "Existing Agent") under the Credit Agreement (as defined below), the Security Documents (as defined below) and the other Loan Documents (as defined below), **CAPITAL ONE, N.A.** ("Capital One"), as resigning L/C Issuer under the Credit Agreement, **WILMINGTON TRUST, NATIONAL ASSOCIATION** ("Wilmington"), as the successor Administrative Agent (in such capacity, the "Successor Agent") under the Credit Agreement, the Security Documents and the other Loan Documents, and the Required Lenders.

RECITALS:

WHEREAS, the Borrowers, the other borrowers from time to time party thereto, the Guarantors, the other guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, "Existing Lenders") and the Existing Agent have entered into (i) that certain Credit Agreement dated as of April 4, 2013 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of May 22, 2013, that certain Amendment No. 2 to Credit Agreement dated as of July 5, 2013, that certain Amendment No. 3 to Credit Agreement and Limited Waiver dated as of November 14, 2013, that certain Amendment No. 4 to Credit Agreement and Limited Consent dated as of November 29, 2013, that certain Amendment No. 5 to Credit Agreement and Limited Consent dated as of March 25, 2014, and that certain Amendment No. 6 to Credit Agreement and Waiver dated as of March 25, 2015, and as further amended, restated, amended and restated, refinanced, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), (ii) the Security Documents executed in connection therewith (in each case as amended, restated, amended and restated, refinanced, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "Security Documents"), and (iii) the other Loan Documents executed in connection therewith (collectively, and in each case as amended, restated, amended and restated, refinanced, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "Loan Documents");

WHEREAS, the Existing Agent desires to resign as Administrative Agent and Swing Line Lender under the Credit Agreement, the Security Documents and the other Loan Documents effective simultaneously with the effectiveness of this Agreement;

WHEREAS, Capital One desires to resign as L/C Issuer under the Credit Agreement and the other Loan Documents effective simultaneously with the effectiveness of this Agreement;

WHEREAS, the Required Lenders, the Borrowers and the Existing Agent are willing to waive any and all notice requirements with respect to the resignation of the Administrative Agent, Swing Line Lender and L/C Issuer; and

WHEREAS, in accordance with Section 9.06 of the Credit Agreement, the Required Lenders desire to appoint Wilmington as Administrative Agent under the Credit Agreement, the Security

Documents and the other Loan Documents, the Borrowers desire to approve such appointment, and Wilmington wishes to accept such appointment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Section 2. Agency Succession.

2.01 Agency Resignation, Waiver, Consent and Appointment. As of the Effective Date, (a) the Existing Agent hereby resigns as the Administrative Agent and Swing Line Lender as provided under Section 9.06 of the Credit Agreement and shall have no further obligations, responsibilities or duties under the Credit Agreement, the Security Documents or any other Loan Documents in such capacities, except as otherwise provided herein; (b) the Required Lenders hereby appoint Wilmington as successor Administrative Agent under the Credit Agreement, the Security Documents and the other Loan Documents; (c) the Borrowers and the Lenders hereby waive any notice requirement provided for under Section 9.06 of the Credit Agreement in respect of the resignation set forth in clause (a) and the appointment set forth in clause (b); (d) the Borrowers hereby consent to the appointment of Wilmington as successor Administrative Agent under the Credit Agreement and the other Loan Documents; and (e) Wilmington hereby accepts its appointment as successor Administrative Agent under the Credit Agreement and the other Loan Documents.

2.02 Agent Rights and Obligations.

(a) The parties hereto hereby confirm that the Successor Agent succeeds to the rights, obligations, responsibilities and duties of the Administrative Agent under the Credit Agreement, the Security Documents, and the other Loan Documents and becomes vested with all the rights, powers, duties and privileges of the Administrative Agent under the Credit Agreement and the other Loan Documents, and each of the Existing Agent and Swing Line Lender is discharged from all its duties and obligations as the Administrative Agent and Swing Line Lender under the Credit Agreement and the other Loan Documents, in each case, as of the Effective Date.

(b) Nothing in this Agreement shall terminate the benefit of Article IX and Sections 10.02(d), 10.04 and 10.08 of the Credit Agreement or any other provisions set forth in the Loan Documents that by their respective terms continue to inure to the benefit of the Existing Agent, the Swing Line Lender and/or the L/C Issuer and each of their respective Related Parties following the resignation of Existing Agent and Swing Line Lender pursuant to Section 2.01 hereof and the resignation of the L/C Issuer pursuant Section 2.04. The parties hereby agree that the provisions of the foregoing sections of the Credit Agreement shall apply to all actions taken by the Existing Agent, the Swing Line Lender and/or the L/C Issuer and each of their respective Related Parties in accordance with this Agreement or the Loan Documents, whether taken before or after the date of this Agreement.

(c) Any and all amounts owed to the L/C Issuer or COBC in its capacity as the Existing Agent or Swing Line Lender, under the Credit Agreement or the other Loan Documents, including without limitation those incurred pursuant to Section 4 hereof, shall continue to constitute "Obligations" for all purposes of the Credit Agreement and the other Loan Documents and shall be entitled to the priority currently afforded thereto by the existing terms of the Loan Documents.

2.03 Assignment of Liens. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Security Documents, and the Successor Agent hereby assumes all such Liens and security interests. The Successor Agent is hereby authorized to execute and file any and all documents necessary to effectuate the assignment of any and all Liens and security interests (including, without limitation, amendments under the Uniform Commercial Code, assignments of mortgages and deeds of trust, assignments of security interests in trademarks, patents and copyrights and assignments of control agreements with respect to the Credit Parties' deposit accounts) and the Required Lenders (or their designee) hereby agree to file (i) on the Effective Date, financing statements in the appropriate filing offices amending those UCC-1 financing statements set forth on Schedule 1 to this Agreement, (ii) on or after the Effective Date, a Notice of Succession of Agency with the United States Patent and Trademark Office with respect to that certain Intellectual Property Security Agreement, dated as of April 4, 2013 by American Apparel (USA), LLC and American Apparel, Inc. in favor of the Existing Agent and filed at Reel 4998 Frame 0395 and Reel 4998 Frame 0358, and (iii) on or after the Effective Date, a Notice of Succession of Agency with the United States Copyright Office with respect to that certain Intellectual Property Security Agreement, dated as of April 4, 2013 by American Apparel (USA), LLC and American Apparel, Inc. in favor of the Existing Agent and filed at the applicable office. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the Existing Agent is authorizing solely the assignment of the Liens granted to it pursuant to the Security Documents in connection with the Credit Agreement and not any other Liens or security interests at any time granted by any Credit Party and its Related Parties in favor of Capital One Business Credit Corp. pursuant to any other document that is not a Security Document or in favor of or Capital One or any other person.

2.04 Effectiveness of L/C Issuer's Resignation. Capital One hereby resigns as L/C Issuer and such resignation as L/C Issuer shall be effective as of the Effective Date and the L/C Issuer shall have no further obligation or requirement to open, issue, increase, extend or amend a Letter of Credit. Except as specifically set forth herein, the provisions of the Credit Agreement, the Security Agreement and any other Loan Document and the provisions of any Issuer Document (to the extent provided in the Credit Agreement) shall continue to apply with respect to such outstanding Letters of Credit, Capital One as the L/C Issuer with respect thereto and to the Existing Agent and Existing Lenders to the extent applicable thereto.

2.05 Continuing Benefit of Credit Agreement. From and after the Effective Date, the protective provisions of Article IX and Sections 10.02(d), 10.04 and 10.08 of the Credit Agreement as in effect immediately prior to the Effective Date shall continue in effect for the benefit of COBC, its sub-agents and Capital One and each of their respective Related Parties with respect to any actions taken or omitted to be taken by COBC, Capital One or any of their Related Parties while COBC was acting as Administrative Agent and Swing Line Lender, and Capital One was acting as L/C Issuer. In addition to the foregoing, the parties to this Agreement agree that, on and after the Effective Date, the protective provisions of Article IX and Sections 10.02(d), 10.04 and 10.08 of the Credit Agreement as in effect immediately prior to the Effective Date shall continue in effect for the benefit of COBC, Capital One and their Related Parties with respect to any actions taken or omitted to be taken by COBC, Capital One or any of their Related Parties on and after the Effective Date in connection with the transactions contemplated hereby, including, without limitation, actions with respect to the execution and delivery of any documentation to transfer Collateral and the filing and recording of UCC financing statements, intellectual property notices, mortgage instruments and other Security Documents.

2.06 Limitation of Liability of Successor Agent. The parties hereto agree that Wilmington, in its individual capacity and in its capacity as Successor Agent, shall bear no responsibility or liability for (i) any actions taken or omitted to be taken by the Existing Agent while it served as Administrative Agent and Swing Line Lender under the Credit Agreement, the Security Documents and

the other Loan Documents, or (ii) any event, circumstance, condition, or action, existing on or prior to the Effective Date, with respect to the Collateral, the Credit Agreement, the Security Documents, any other Loan Document, or the transactions contemplated thereby.

2.07 Limitation of Liability of Existing Agent and L/C Issuer. The parties hereto agree that COBC, in its capacity as the Existing Agent and Capital One, in its capacity as L/C Issuer, shall bear no responsibility or liability for (i) any actions taken or omitted to be taken by the Successor Agent as Administrative Agent with respect to the Collateral, the Credit Agreement, the Security Documents, any other Loan Document, or the transactions contemplated thereby or (ii) any event, circumstance, condition, or action, existing on or after the Effective Date, with respect to the Collateral, the Credit Agreement, the Security Documents, any other Loan Document, or the transactions contemplated thereby.

2.08 Reliance; Limitation on Liability.

(a) The Successor Agent hereby acknowledges that (i) except as specifically set forth herein, neither the Existing Agent, any Existing Lender nor any of each of their Related Parties has made or shall be deemed to have made any representation or warranty to the Successor Agent with respect to (a) the Borrower, the other Loan Parties, their properties, the Collateral (including the value or sufficiency thereof), (b) the validity, enforceability, effectiveness, genuineness or priority of any Liens, (c) the financial condition of the Loan Parties, (d) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (e) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith, (f) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default or (g) the Loan Documents and (ii) except as specifically set forth herein, it has independently and without reliance upon Existing Agent, any Existing Lender or any of each of their Related Parties, made its own decision to enter into this Successor Agent Agreement and the transactions contemplated hereby.

(b) The Successor Agent shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, the records, registers and other information supplied to it by the Required Lenders or the Existing Agent, the Borrower or any of their respective Affiliates, and in no event shall the Successor Agent have any liability in respect of the calculations, determinations or distributions made by the Required Lenders or the Existing Agent prior to the effectiveness of this Agreement, nor shall the Successor Agent have any liability after the effectiveness of this Agreement to the extent that any calculation, determination or distribution is made by it based in whole or in part on information supplied to it by the Required Lenders, Existing Agent, the Borrower or any of their respective Affiliates.

(c) The parties hereto acknowledge and agree that Wilmington, in succeeding to the position of the Administrative Agent, (i) has undertaken no analysis or investigation of the Security Documents or the Collateral and (ii) has made no determination as to (A) the validity, enforceability, effectiveness or priority of any Liens granted or purported to be granted pursuant to the Security Documents or (B) the accuracy or sufficiency of the documents, filings, recordings and other actions taken to create, perfect or maintain the existence, perfection or priority of the Liens granted or purported to be granted pursuant to the Security Documents. Wilmington shall be entitled to rely on the fact that, as of the date hereof, all Liens purported to be granted pursuant to the Security Documents are valid and perfected Liens having the priority intended by the Lenders and the Loan Documents.

(d) The parties hereto acknowledge and agree that Wilmington, in succeeding to the position of the Administrative Agent, has undertaken no analysis or investigation of (i)(A) the possessory Collateral in possession of the Existing Agent, (B) the Required Lenders or the Existing Agent's records

as to the outstanding principal amount of and any accrued interest payable on the Loans, (C) the name of each Lender, the current contact information of each Lender and the outstanding principal balances of the Loans owing to each such Lender under the Loan Documents, (D) the Loan Documents, or any amendments, supplements, waivers or consents thereto, (E) the documents held by, filed by, or delivered to the Existing Agent under the Security Documents, or (F) the Events of Default (if any) that have occurred or are continuing under the Credit Agreement or other Loan Documents, or (ii) the accuracy, sufficiency or the completeness of any of the foregoing. Wilmington shall be entitled to rely on the fact that, as of the date hereof, all documents, materials, representations and warranties provided to it pursuant to this Agreement are accurate and complete in all respects, subject to any applicable knowledge or other qualifications set forth in this Agreement.

2.09 Collateral. On and after the Effective Date, (i) all Collateral, the possession or control of which is necessary to perfect or enhance the priority of a Lien thereon under the Uniform Commercial Code (the "Possessory Collateral") held by the Existing Agent, for the benefit of the Secured Parties, shall be deemed to be held by the Existing Agent solely as gratuitous, non-fiduciary bailee for the Successor Agent, for the benefit of the Secured Parties, until such time as the Successor Agent has possession or control, as applicable, of such Possessory Collateral, (ii) the Successor Agent appoints the Existing Agent as its gratuitous, non-fiduciary bailee to the extent necessary to continue the validity, enforceability, protection and perfection of the interest of the Lenders in the Collateral granted under each of the Security Documents, including without limitation the Agency Account Agreements, the Security Agreement, the IP Security Agreements and endorsements with respect to insurance policies, and the Existing Agent hereby accepts such appointment and (iii) the Existing Agent shall deliver Possessory Collateral to the Successor Agent and the Successor Agent, at the Borrower's sole expense, shall take such actions as it or the Required Lenders may deem reasonably necessary or advisable to transfer the Liens in favor of the Existing Agent to the Successor Agent and to preserve the perfection of the security interests granted under the Collateral Documents (and the Existing Agent will execute and deliver such documents as may be reasonably necessary therefor and to the extent reasonably required (at the sole cost or expense of the Borrower) but no other action in any way shall be required to be taken by the Existing Agent, or taken in the Existing Agent's name, with respect to any Collateral or any Person). The Successor Agent agrees to take possession of any Possessory Collateral delivered to the Successor Agent following the Effective Date upon tender thereof by the Existing Agent. Without limiting the generality of the foregoing, any reference to the Existing Agent in any publicly filed document, to the extent such filing relates to the Liens and security interests in the Collateral assigned hereby and until such filing is modified to reflect the interests of the Successor Agent, shall, with respect to such Liens and security interests, constitute a reference to the Existing Agent as collateral representative of the Successor Agent (provided, that the parties hereto agree that the Existing Agent's role as such collateral representative or bailee shall impose no duties, obligations, or liabilities on the Existing Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Lenders, or otherwise and the Existing Agent shall have the full benefit of the protective provisions of the Credit Agreement, including, without limitation, Article IX and Sections 10.02(d), 10.04 and 10.08 of the Credit Agreement, while serving in such capacity).

Section 3. Representations and Warranties.

3.01 The Borrower and each Guarantor represents and warrants to the Lenders, Existing Agent, Capital One and the Successor Agent that (i) after giving effect to the Amended and Restated Credit Agreement (as defined below), no Default or Event of Default shall have occurred and be continuing, (ii) it is legally authorized to enter into and perform its obligations under this Agreement and has duly executed and delivered this Agreement, and (iii) Schedule 1 contains a complete list of all Possessory Collateral and security filings related to the Collateral delivered to the Existing Agent.

3.02 The Existing Agent hereby confirms that (i) Schedule 1 hereto contains a complete and accurate list of all Possessory Collateral held by the Existing Agent on the date hereof, and (ii) to the best of its knowledge, Schedule 2 contains a complete list of all Loan Documents to which the Existing Agent is a party existing as of the Effective Date.

3.03 Each of the Existing Agent and the Borrower hereby represents and warrants as of the Effective Date that each of the amounts set forth on Schedule 3 hereto is a true, accurate and complete representation of the outstanding principal, accrued and unpaid interest to the Effective Date, fees and all other amounts owing to the Existing Lenders under or in respect of the Credit Agreement as of the Effective Date.

3.04 The Lenders executing this Agreement represent to the Successor Agent that they constitute the Required Lenders and that each is legally authorized to enter into and perform its obligations under this Agreement and has duly executed and delivered this Agreement.

Section 4. Existing Agent Expenses. The Borrower shall reimburse the Existing Agent and Capital One for all reasonable, documented out-of-pocket costs and expenses incurred by the Existing Agent and Capital One in connection with the actions required to be taken by it pursuant to this Agreement on and after the Effective Date.

Section 5. Turnover of Payments. In the event that, after the Effective Date, the Successor Agent receives any principal, interest or other amount owing to the Existing Agent or Capital One under the Credit Agreement or any other Loan Document, the Successor Agent agrees that such payment shall be held for the benefit of the Existing Agent, and the Successor Agent shall remit such payment to the Existing Agent.

Section 6. Conditions Precedent to Effectiveness. This Agreement shall become effective as of the date on which:

6.01 Each of the parties hereto shall have received executed counterparts of this Agreement from the Existing Agent, the Successor Agent, Capital One, the Required Lenders, the Borrowers and the Guarantors;

6.02 Capital One Business Credit Corp. and Bank of Montreal, Chicago Branch, as Existing Lenders under the Credit Agreement, shall have assigned, and certain other Lenders shall have purchased and assumed, all of such assigning Lenders' rights and obligations under the Credit Agreement (including all of such assigning Lenders' Commitments and Loans (including without limitation, Letters of Credit, Revolving Credit Loans, Swing Line Loans, Overadvance Loans and Protective Advances) and Capital One Business Credit Corp. and Bank of Montreal, Chicago Branch shall have received all amounts due to, and cash collateral by, them in connection with such assignments;

6.03 Existing Agent shall have received an Assignment and Assumption duly executed by Capital One Business Credit Corp. and Bank of Montreal, Chicago Branch, as assignors, certain Lenders, as assignees, Capital One, as L/C Issuer, and the Existing Agent and consented to by the Borrowers;

6.04 Existing Agent and Capital One shall have received the payment of all fees due and payable through the Effective Date under the Credit Agreement and the other Loan Documents, together with all accrued and unpaid costs and expenses under the Credit Agreement and the other Loan Documents through the Effective Date (including, without limitation, the legal expenses of

McGuireWoods LLP), provided that any such payment shall not thereafter preclude a final settling of accounts between the Borrowers, on the one hand, and COBC and Capital One, on the other hand;

6.05 The Successor Agent shall have received (i) a fully executed copy of a letter agreement between the Successor Agent and the Borrower providing for payment of the fees and expenses of the Successor Agent, in form and substance reasonably satisfactory to the Successor Agent (the "Administrative Agent Letter Agreement"), and (ii) payment by the Borrower of the Successor Agent's expenses (including, without limitation, the fees and expenses of its counsel) in connection herewith and any fees due and payable under the Administrative Agent Letter Agreement on or as of the Effective Date;

6.06 The Successor Agent shall have received (a) from the Existing Agent, copies of all Loan Documents set forth on Schedule 2 hereto, and (b) from the Borrower, any additional documents prepared by the Borrower to transfer, as of record, the security interests, financing statements and all other notices of security interests and Liens previously filed in favor of the Existing Agent (provided that neither the Existing Agent nor the Successor Agent shall be responsible for the form, content or filing of any such financing statements, instruments or notices); and

6.07 The Amended and Restated Credit Agreement dated the date hereof, among the Borrower, American Apparel Retail, Inc., American Apparel Dyeing & Finishing, Inc., KCL Knitting, LLC, as the other borrowers, the Lenders thereto, and the Successor Agent, as the administrative agent (the "Amended and Restated Credit Agreement"), shall become effective simultaneously herewith.

Section 7. Further Assurances.

7.01 Without limiting their obligations in any way under any of the Loan Documents, the Borrower and each Guarantor reaffirms and acknowledges its obligations to the Successor Agent with respect to the Credit Agreement and the other Loan Documents and that the delivery of any agreements, instruments or any other document and any other actions taken or to be taken shall be to the satisfaction of the Successor Agent notwithstanding whether any of the foregoing was or were previously satisfactory to the Existing Agent.

7.02 Each of the Borrower, each Guarantor and the Existing Agent agrees that, following the Effective Date, it shall furnish, at the Borrower's expense, additional releases, amendment or termination statements and such other documents, instruments and agreements as are customary and may be reasonably requested by the Successor Agent from time to time in order to effect the matters covered hereby.

7.03 The Existing Agent covenants and agrees that it will use commercially reasonable efforts, at the Borrower's expense, to (i) execute all documents as may reasonably be requested by any Credit Party or the Successor Agent to transfer the rights and privileges of the Existing Agent in its capacity as Administrative Agent under the Loan Documents to the Successor Agent (each in form and substance reasonably satisfactory to the Existing Agent), (ii) deliver any Possessory Collateral in its possession to the Successor Agent, and (iii) take all actions reasonably requested by the Successor Agent in connection with the Loan Documents.

Section 8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

Section 9. Headings. The paragraph headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 10. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile transmission (or other electronic transmission pursuant to procedures approved by the other parties hereto) shall be as effective as delivery of a manually signed original.

Section 12. Applicable Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §§ 5-1401 and 5-1402)).

Section 13. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 14. Each Credit Party acknowledges that, in accordance with Section 326 of the USA Patriot Act, Wilmington, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with Wilmington. Each Credit Party agrees that it will provide Wilmington with such information as it may request in order for it to satisfy the requirements of the USA Patriot Act.

Section 15. Direction. The Required Lenders hereby direct the Successor Agent to: (i) execute the Senior Notes Intercreditor Agreement Amendment (as defined in the Amended and Restated Credit Agreement), and (ii) in its capacity as the First Lien Secured Party as the successor or assign of the Resigning Agent for purposes of the Deposit Account Control Agreement, dated as of April 4, 2013, by and among Capital One, as Clearing Bank, AA USA and AA Retail, as Debtors, COBC, as First Lien Secured Party and U.S. Bank National Association, as Second Lien Secured Party (as amended, supplemented or otherwise modified, the "CONA Control Agreement"), instruct the Clearing Bank to

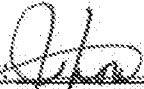
disburse all collected and available funds as determined by Clearing Bank's then-current availability schedule in effect from time to time that are then in the Main Concentration Accounts (or, at the option of Clearing Bank, in any Sub Account) by transfer daily on Business Days to the deposit account of the Borrower maintained at Wilmington Trust, National Association.

Section 16. Miscellaneous. This Agreement is a Loan Document for all purposes of the Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

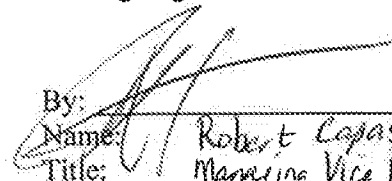
CAPITAL ONE BUSINESS CREDIT CORP.,
as Existing Agent

By: 
Name: Julianne Low
Title: Senior Vice President

[Signature Page to Succession Agreement]

TRADEMARK
REEL: 005603 FRAME: 0556

CAPITAL ONE, N.A.,
as resigning L/C Issuer

By: 
Name: Robert Capasso
Title: Managing Vice President

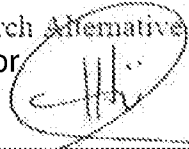
[Signature Page to Succession Agreement]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Successor Agent**

By: 
Name: **Joehya G. James**
Title: **Vice President**

MONARCH MASTER FUNDING LTD

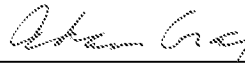
By: Monarch Alternative Capital LP,
Its: Advisor



By: _____
Name: Andrew Herenstein
Title: Managing Principal

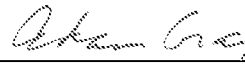
COLISEUM CAPITAL PARTNERS, L.P.

By: Coliseum Capital, LLC, General Partner

By: 

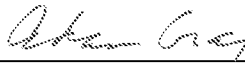
BLACKWELL PARTNERS, LLC, SERIES A

By: Coliseum Capital Management, LLC,
Attorney-in-fact

By: 

COLISEUM CAPITAL PARTNERS II, L.P.

By: Coliseum Capital, LLC, General Partner

By: 

GOLDMAN SACHS TRUST, on behalf of the
GOLDMAN SACHS HIGH YIELD FLOATING RATE FUND

By: Goldman Sachs Asset Management, L.P.,
as investment advisor and not as principal

By: Jean Joseph
Name: JEAN JOSEPH
Title: Managing Director

GOLDMAN SACHS LUX INVESTMENT FUNDS for the benefit of
GOLDMAN SACHS HIGH YIELD FLOATING RATE PORTFOLIO (LUX)

By: Goldman Sachs Asset Management, L.P.,
solely as its investment advisor and not as principal

By: Jean Joseph
Name: JEAN JOSEPH
Title: Managing Director

GOLDMAN SACHS LUX INVESTMENT FUNDS for the benefit of
GOLDMAN SACHS GLOBAL MULTI-SECTOR CREDIT PORTFOLIO (LUX)

By: Goldman Sachs Asset Management, L.P.,
solely as its investment advisor and not as principal

By: Jean Joseph
Name: JEAN JOSEPH
Title: Managing Director

GLOBAL OPPORTUNITIES, LLC

By: Goldman Sachs Asset Management, L.P.,
not in its individual capacity, but solely as investment adviser

By: Jean Joseph
Name: JEAN JOSEPH
Title: Managing Director


GLOBAL OPPORTUNITIES OFFSHORE, LTD.

By: Goldman Sachs Asset Management, L.P.,
not in its individual capacity, but solely as investment adviser

By: Jean Joseph
Name: JEAN JOSEPH
Title: Managing Director

STANDARD GENERAL MASTER FUND, L.P.

By: Standard General L.P., its investment manager

By:  _____

Name: Joseph Mause
Title: Chief Financial Officer

P STANDARD GENERAL LTD.

By:  _____

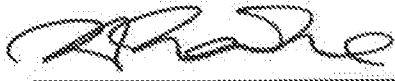
Name: Joseph Mause
Title: Chief Financial Officer

BORROWERS:

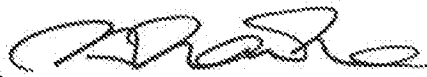
AMERICAN APPAREL (USA), LLC

By: 
Name: Hassan Natha
Title: Chief Financial Officer

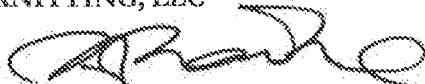
AMERICAN APPAREL RETAIL, INC.

By: 
Name: Hassan Natha
Title: Chief Financial Officer

AMERICAN APPAREL DYEING & FINISHING,
INC.


By: 
Name: Hassan Natha
Title: Chief Financial Officer

KCL KNITTING, LLC


By: 
Name: Hassan Natha
Title: Chief Financial Officer

GUARANTORS:

AMERICAN APPAREL, INC.

By: 
Name: Hassan Natha
Title: Chief Financial Officer

FRESH AIR FREIGHT, INC.

By: 
Name: Hassan Natha
Title: Chief Financial Officer

[Signature Page to Succession Agreement]

Possessory Collateral and Security Filings**A. Debt Instruments**

Instrument	Payor(s)	Payee(s)
Intercompany Note, dated April 4, 2013	American Apparel, Inc. American Apparel (USA), LLC KCL Knitting, LLC American Apparel Retail, Inc. American Apparel Dyeing & Finishing, Inc. Fresh Air Freight, Inc.	American Apparel, Inc. American Apparel (USA), LLC KCL Knitting, LLC American Apparel Retail, Inc. American Apparel Dyeing & Finishing, Inc. Fresh Air Freight, Inc.
Intercompany Note, dated April 4, 2013	American Apparel Canada Retail Inc. American Apparel Canada Wholesale Inc. American Apparel (Carnaby) Limited American Apparel Deutschland GmbH American Apparel Japan Yugen Kaisha American Apparel Korea Co., Ltd. American Apparel Retail (Israel), Ltd. American Apparel (UK) Limited	American Apparel, Inc. American Apparel (USA), LLC American Apparel Dyeing & Finishing, Inc. American Apparel Retail, Inc. Fresh Air Freight, Inc. KCL Knitting, LLC

B. Security Filings**UCC Financing Statements**

Debtor	Jurisdiction	File Date	File Number
American Apparel (USA), LLC	California Secretary of State	04-04-13	13-7354573937
American Apparel Retail, Inc.	California Secretary of State	04-04-13	13-7354574069
American Apparel Dyeing & Finishing, Inc.	California Secretary of State	04-04-13	13-7354574180
KCL Knitting, LLC	California Secretary of State	04-04-13	13-7354574322
American Apparel, Inc.	Delaware Secretary of State	04-04-13	2013 1287581
Fresh Air Freight, Inc.	California Secretary of State	04-04-13	13-7354574443

Intellectual Property Filings

Copyrights

Title	Owner	Copyright Number	Date	Filed with the U.S. Copyright Office
American Apparel.	American Apparel, Inc.	CSN0147295	2005	Yes 4/4/2013
American Apparel.	American Apparel, Inc.	TX0006231973	2005	Yes 4/4/2013
Americanapparel.net.	American Apparel, Inc.	TX0006219296	2005	Yes 4/4/2013
BFF best friends forever.	American Apparel, Inc.	VA0001402789	2005	Yes 4/4/2013
Unpublished Collection American Apparel 07-09.	American Apparel, Inc.	VAu001006623	2009	Yes 4/4/2013
American Apparel (catalog)	American Apparel, Inc.	TX0006219297	2005	Yes 4/4/2013

Trademarks

Trademark	Owner	Number	Date/Status	Filed with the U.S. Patent and Trademark Office
(2) Design Only	American Apparel (USA), LLC	SN: 85-788798 RN: 4,368,174	Registered July 16, 2013	Yes 4/4/2013
(2) Design Only	American Apparel (USA), LLC	SN: 76-636803 RN: 3,190,540	Registered January 2, 2007	Yes 4/4/2013
VIVA RADIO	American Apparel (USA), LLC	SN: 77-355180 RN: 3,536,279	Registered November 25, 2008	Yes 4/4/2013
SUSTAINABLE EDITION	American Apparel (USA), LLC	SN: 85-788747 RN: 4,368,171	Registered July 16, 2013	Yes 4/4/2013
SUSTAINABLE EDITION and Design	American Apparel (USA), LLC	SN: 76-626261 RN: 3,102,765	Registered June 13, 2006	Yes 4/4/2013

STANDARD AMERICAN	American Apparel (USA), LLC	SN: 85-783328 RN: 4,358,081	Registered June 25, 2013	Yes 4/4/2013
STANDARD AMERICAN	American Apparel (USA), LLC	SN: 76-624844 RN: 3,105,682	Registered June 20, 2006	Yes 4/4/2013
PANTYTIME	American Apparel (USA), LLC	SN: 78-738044 RN: 3,288,903	Registered September 4, 2007	Yes 4/4/2013
MULTIBRAND	American Apparel (USA), LLC	SN: 77-105512 RN: 3,559,219	Registered January 6, 2009	Yes 4/4/2013
LE CLUB AMERICAN APPAREL and Design	American Apparel (USA), LLC	SN: 85-698503 RN: 4,374,902	Registered July 30, 2013	Yes 4/4/2013
CLASSICGIRL and Design	American Apparel (USA), LLC	SN: 85-788712 RN: 4,332,118	Registered: February 19 2013	Yes 4/4/2013
CLASSICBABY and Design	American Apparel (USA), LLC	SN: 76-624845 RN: 3,102,758	Registered June 13, 2006	Yes 4/4/2013
CLASSIC GIRL	American Apparel (USA), LLC	SN: 85-783430 RN: 4,332,113	Registered May 7, 2013	Yes 4/4/2013
CLASSIC BABY	American Apparel (USA), LLC	SN: 85-783232 RN: 4,328,481	Registered February 12, 2013	Yes 4/4/2013
CALIFORNIA SELECT VINTAGE AND MORE	American Apparel (USA), LLC	SN: 77-425155 RN: 3,516,152	Registered October 14, 2008	Yes 4/4/2013
CALIFORNIA SELECT	American Apparel (USA), LLC	SN: 77-425297 RN: 3,516,158	Registered October 14, 2008	Yes 4/4/2013
AMERICAN APPAREL	American Apparel (USA), LLC	SN: 77-440836 RN: 3,516,373	Registered October 14, 2008	Yes 4/4/2013
AMERICAN APPAREL and Design	American Apparel (USA), LLC	SN: 76-624848 RN: 3,578,314	Registered February 24, 2009	Yes 4/4/2013
AMERICAN APPAREL	American Apparel (USA), LLC	SN: 76-624846 RN: 3,048,206	Registered January 24, 2006	Yes 4/4/2013
AMERICAN APPAREL	American Apparel (USA), LLC	SN: 76-544549 RN: 2,954,280	Registered May 24, 2005	Yes 4/4/2013
ALL AMERICAN APPAREL	American Apparel, Inc.	SN: 75-559981 RN: 2,359,401	Registered June 20, 2000	Yes 4/4/2013
AA and Design	American Apparel (USA), LLC	SN: 76-624847 RN: 3,574,355	Registered February 17, 2009	Yes 4/4/2013

Loan Documents

The Existing Agent shall have delivered to the Successor Agent:

1. Credit Agreement, dated as of April 4, 2013, by and among American Apparel (USA), LLC, as a borrower and as borrower representative, American Apparel Retail, Inc., American Apparel Dyeing & Finishing, Inc., KCL Knitting, LLC, as the other borrowers party thereto, the other credit parties thereto, Capital One Leverage Finance Corp. and the other lenders party thereto, Capital One Leverage Finance Corp., as administrative agent, Capital One Leverage Finance Corp., as administrative agent, Capital One Leverage Finance Corp., as swing line lender and Capital One, N.A., as L/C Issuer (as amended by that certain Amendment No. 1 to Credit Agreement dated as of May 22, 2013, that certain Amendment No. 2 to Credit Agreement dated as of July 5, 2013, that certain Amendment No. 3 to Credit Agreement and Limited Waiver dated as of November 14, 2013, that certain Amendment No. 4 to Credit Agreement and Limited Consent dated as of November 29, 2013, that certain Amendment No. 5 to Credit Agreement and Limited Consent dated as of March 25, 2014, and that certain Amendment No. 6 to Credit Agreement and Waiver dated as of March 25, 2015).
2. Security Agreement, dated as of April 4, 2013, by and among American Apparel (USA), LLC, American Apparel Retail, Inc., American Apparel Dyeing & Finishing, Inc., KCL Knitting, LLC, American Apparel, Inc. and Fresh Air Freight, Inc., and Capital One Leverage Finance Corp., as administrative agent.
3. Ownership Interest and Intercompany Note Pledge and Security Agreement, dated as of April 4, 2013, by and among American Apparel, Inc., each subsidiary of American Apparel, Inc. and Capital One Leverage Finance Corp., as administrative agent for its own benefit and the benefit of the other Secured Parties.
4. Guaranty Agreement dated as of April 4, 2013 by each of Fresh Air Freight, Inc., American Apparel, Inc. as Guarantors, in favor of Capital One Leverage Finance Corp., as the administrative agent.
5. Deposit Account Control Agreement, dated as of April 4, 2013, by and among Capital One, N.A., as clearing bank, American Apparel (USA), LLC and American Apparel Retail, Inc., as debtors, Capital One Leverage Finance Corp., as first lien secured party and U.S. Bank National Association, as second lien secured party (as amended by that certain Amendment No. 1 to Deposit Account Control Agreement, dated as of August 9, 2013).
6. Intellectual Property Security Agreement, dated as of April 4, 2013, by and among American Apparel (USA), LLC, American Apparel, Inc. and Capital One Leverage Finance Corp., as administrative agent for its own benefit and the benefit of the other secured parties.
7. Letter Agreement, dated April 4, 2013, by American Apparel (USA), LLC and American Apparel Retail, Inc. to American Express Travel Related Services Company, Inc., and accepted and agreed by Capital One Leverage Finance Corp.
8. Letter Agreement, dated April 4, 2013, by American Apparel (USA), LLC and American Apparel Retail, Inc. to Banc of America Merchant Services, LLC and Bank of America, N.A., and accepted and agreed by Capital One Leverage Finance Corp.

9. Letter Agreement, dated April 4, 2013, by American Apparel (USA), LLC to Discover Financial Services, Inc., and accepted and agreed by Capital One Leverage Finance Corp.
10. Direction Letter, dated as of April 4, 2013, by American Apparel Retail, Inc. to Bank of Hawaii.
11. Direction Letter, dated as of April 4, 2013, by American Apparel Retail, Inc. to Wells Fargo Bank, N.A.
12. Collateral Assignment of Lease, dated as of April 4, 2013, by and among American Apparel (USA), LLC, Utica LeaseCo, LLC and Capital One Leverage Finance Corp.
13. Landlord's Waiver and Consent, dated as of May 7, 2013, by and among Alameda Produce Market, LLC, Capital One Leverage Finance Corp. and U.S. Bank National Association.
14. Landlord's Waiver and Consent, dated as of July 24, 2013, by and among Southgate Business & Industrial Park Developers, Capital One Leverage Finance Corp. and U.S. Bank National Association.
15. Subordination Agreement, dated April 4, 2013, by and among American Apparel (USA), LLC, American Apparel Retail, Inc., American Apparel, Inc., American Apparel Dyeing & Finishing, Inc., KCL Knitting, LLC and Fresh Air Freight, Inc., as the payors and the payees, and acknowledged by Capital One Leverage Finance Corp.
16. Intercreditor Agreement, dated as of April 4, 2013, by and between U.S. Bank National Association, as the collateral agent, and Capital One Leverage Finance Corp., as the credit facility agent, and acknowledged by American Apparel (USA), LLC, American Apparel Retail, Inc., American Apparel, Inc., American Apparel Dyeing & Finishing, Inc., KCL Knitting, LLC and Fresh Air Freight, Inc.
17. Intercreditor Agreement, dated as of April 4, 2013, by and among Bank of Montreal, as senior creditor, Capital One Leverage Finance Corp., as the ABL administrative agent and junior creditor, and U.S. Bank National Association, as the bond collateral agent and junior creditor, and acknowledged by American Apparel, Inc., American Apparel Canada Wholesale Inc. and Fresh American Apparel Canada Retail Inc.
18. Subordination Agreement, dated as of March 25, 2015, by and among American Apparel, Inc., as the borrower, American Apparel (Carnaby) Limited, as the subordinated creditor, and Capital One Business Credit Corp. (formerly known as Capital One Leverage Finance Corp.), as the administrative agent.
19. Letter, dated July 8, 2014, by Capital One Business Credit Corp. (formerly known as Capital One Leverage Finance Corp.) to American Apparel, Inc. with respect to reservation of the Administrative Agent's and Lenders' rights under the Credit Agreement described in number 1 above.

Principal, Interest and Fees

Description	Amount
Principal	\$43,074,801.23
Prime Interest	\$30,725.54
LIBOR Interest 1	\$28,107.08
LIBOR Interest 2	\$22,481.33
LIBOR Interest 3	\$22,492.16
Unused Facility Fee	\$1,709.75
Letter of Credit Fee	\$2,406.95
Total	\$43,182,724.04