

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Apparel (USA), LLC		02/05/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
American Apparel, LLC		02/05/2016	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	50 South Sixth Street
<b>Internal Address:</b>	Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
<b>Serial Number:</b>	86667699	747 WAREHOUSE
<b>Registration Number:</b>	2954280	AMERICAN APPAREL
<b>Registration Number:</b>	3048206	AMERICAN APPAREL
<b>Registration Number:</b>	3516373	AMERICAN APPAREL
<b>Registration Number:</b>	3516158	CALIFORNIA SELECT
<b>Registration Number:</b>	3516152	CALIFORNIA SELECT VINTAGE AND MORE
<b>Registration Number:</b>	4328481	CLASSIC BABY
<b>Registration Number:</b>	4332113	CLASSIC GIRL
<b>Registration Number:</b>	3102758	CLASSICBABY
<b>Registration Number:</b>	4332118	CLASSICGIRL
<b>Serial Number:</b>	86739908	FACTORY MEMO
<b>Serial Number:</b>	86591541	IMMIGRATION INTEGRATION
<b>Serial Number:</b>	86591544	IMMIGRATION INTEGRATION
<b>Serial Number:</b>	86591546	LA INMIGRACIÓN LA INTEGRACIÓN
<b>Serial Number:</b>	86591549	LA INMIGRACIÓN LA INTEGRACIÓN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4374902	LE CLUB AMERICAN APPAREL
Registration Number:	3190540	
Registration Number:	4368174	
Registration Number:	3559219	MULTIBRAND
Registration Number:	3288903	PANTYTIME
Registration Number:	4358081	STANDARD AMERICAN
Registration Number:	3105682	STANDARD AMERICAN
Registration Number:	4368171	SUSTAINABLE EDITION
Registration Number:	3102765	SUSTAINABLE EDITION
Registration Number:	3536279	VIVA RADIO

**CORRESPONDENCE DATA**

**Fax Number:** 2128225096

*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:** nbrowand@milbank.com

**Correspondent Name:** Milbank, Tweed, Hadley & McCloy LLP

**Address Line 1:** 28 Liberty Street

**Address Line 2:** Attn: Nathaniel T. Browand

**Address Line 4:** New York, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	41940.00200
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand
<b>SIGNATURE:</b>	/Nathaniel T. Browand/
<b>DATE SIGNED:</b>	02/05/2016

**Total Attachments: 40**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 5, 2016, by and among (a) American Apparel (USA), LLC, a California limited liability company ("AA USA"), (b) American Apparel, LLC, a Delaware limited liability company ("Holdings"), (c) each other Person who shall become a party hereto by execution of an IP Security Agreement Joinder Agreement (as defined below) (together with AA USA and Holdings, each, individually, a "Grantor" and, collectively, the "Grantors"), and (d) Wilmington Trust, National Association, as administrative agent for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 5, 2016 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Grantors, (ii) the other borrowers party thereto (the "Borrowers"), (iii) the other guarantors party thereto (the "Guarantors," and together with the Grantors and the Borrowers, each, individually a "Credit Party" and, collectively, the "Credit Parties"), (iv) the Administrative Agent and (v) the lenders party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make and convert Loans to the Borrowers upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty Agreement, dated as of February 5, 2016 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty Agreement"), executed by the Guarantors in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty Agreement); and

WHEREAS, the obligations of the Lenders to make and convert Loans are conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of February 5, 2016 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Credit Parties and the Administrative Agent, pursuant to which each Credit Party grants to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined herein), bargains, assigns, mortgages, pledges, hypothecates and transfers to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and grants to the Administrative 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 and under the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Administrative Agent, on its own behalf and on behalf of the Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the material agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the material agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues, reexaminations, continuations and continuations-in-part of said patents including, without limitation, the United States patents and patent applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty Agreement).

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the material agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Administrative Agent (for the benefit of the Secured Parties) under

the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and hereby bargains, assigns, mortgages, pledges, hypothecates and transfers to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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 and under the following Collateral (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals and extensions of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, the term "IP Collateral" shall not include (a) any asset or property right of any nature if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of such asset or property right or the loss of use of such asset or property right or (ii) a breach, termination or default under any lease, license, contract or agreement, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the U.S. Bankruptcy Code) or principles of equity, to which any Credit Party is party; (b) any asset or property right of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); or (c) any intent-to-use trademark applications filed in the PTO to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall cease to be excluded from "IP Collateral".

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the “Intellectual Property”):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors’ sole cost, expense, and risk, reasonably and consistent with the Grantors’ business judgment, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors’ sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as (i) no Event of Default has occurred and is continuing and (ii) no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (x) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (y) that has been replaced with Intellectual Property substantially similar to or is an updated version of the Intellectual Property that has been abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement.

SECTION 4. Grantors’ Representations and Warranties. Each of the Grantors represent and warrant that:

(a) **EXHIBIT A** contains a true, correct and complete list (in all material respects) of all United States copyright registrations and copyright applications owned by such Grantor as of the date hereof.

(b) **EXHIBIT A** contains a true, correct and complete list (in all material respects) of all United States patents and patent applications owned by such Grantor as of the date hereof.

(c) **EXHIBIT A** contains a true, correct and complete list (in all material respects) of all United States trademark and service mark registrations, trademark and service mark applications owned by such Grantor as of the date hereof.

(d) **EXHIBIT A** contains a true, correct and complete list (in all material respects) of all Copyright Licenses, Patent Licenses and Trademark Licenses owned by such Grantor as of the date hereof.

(e) None of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(f) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Administrative Agent.

(g) Such Grantor owns, is licensed or otherwise has the right to use all Intellectual Property necessary for the conduct of its business as currently conducted. To the knowledge of each of the Grantors, no material claim has been asserted in writing and is pending by any Person challenging the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Documents. To the knowledge of each of the Grantors, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. Except as set forth in the Loan Documents, no holding, decision or judgment has been rendered by any Governmental Authority which would limit or cancel the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(h) Such Grantor shall give the Administrative Agent prompt written notice, no more often than once per calendar quarter (with reasonable detail), following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered or unregistered Intellectual Property.

(ii) Such Grantor's becoming entitled to the benefit of any additional registered Intellectual Property as licensee under a material License (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new (x) material inbound Licenses and (y) outbound Licenses with respect to the Intellectual Property, other than Licenses pertaining to commercially-available software programs.

(iv) Such Grantor's knowing that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal, other than office actions issued by the trademark or patent examiner in the course of prosecution) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

**SECTION 5. Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(h) above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement, other than items excluded from the definition of "IP Collateral". Upon the acquisition by any Grantor of any additional registrations or applications of Intellectual Property, such Grantor shall



promptly deliver to the Administrative Agent, no more often than once per calendar quarter, an updated **EXHIBIT A** to this Agreement and each Grantor hereby authorizes the Administrative Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Upon the reasonable request of the Administrative Agent, each of the Grantors shall execute and deliver, and have recorded in the U.S., any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office in the U.S.), and each of the Grantors hereby constitutes the Administrative Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

**SECTION 6. Grantors' Rights To Enforce Intellectual Property.** Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Administrative Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property with the quarterly updates set forth in Section 5(a).

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral to the extent not otherwise excluded from the definition thereof.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

**SECTION 7. Administrative Agent's Actions To Protect Intellectual Property.** In the event of

(a) any Grantor's failure, within twenty (20) days of written notice from the Administrative Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Administrative Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Administrative Agent's own right in connection therewith.

**SECTION 8. Rights Upon Default.** Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Administrative Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law. Any person may conclusively rely upon an

affidavit of an officer of the Administrative Agent that an Event of Default has occurred and is continuing and that the Administrative Agent is authorized to exercise such rights and remedies.

SECTION 9. Administrative Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as and for such Grantor's true and lawful agent and attorney-in- fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity and during such time the Administrative Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Secured Parties:

(i) To supplement and amend from time to time **EXHIBIT A** of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Administrative Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Administrative Agent.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Administrative Agent.

SECTION 10. Administrative Agent's Rights.

(a) Any use by the Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Administrative Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Administrative Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when the principal of and interest on each Loan and all fees and other Secured Obligations (other than contingent indemnification obligations for which claims have not been asserted) shall have been paid in full in cash, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor or any other Credit Party. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

SECTION 14. Choice of Laws. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE 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 GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW 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 15. Intercreditor Agreement. Notwithstanding anything herein to the contrary, from and after the date that a Revolving Facility is in effect the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder shall be subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 16. Joinder. Each Person that shall at any time execute and deliver to the Administrative Agent an intellectual property security agreement joinder agreement substantially in the form attached hereto as Exhibit B (an "IP Security Agreement Joinder Agreement") shall thereupon


irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Grantor, and all references herein and in the other Loan Documents to the Grantors or to the parties to this Agreement shall be deemed to include such Person as a Grantor hereunder.

*[SIGNATURE PAGE FOLLOWS]*


IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

AMERICAN APPAREL (USA), LLC

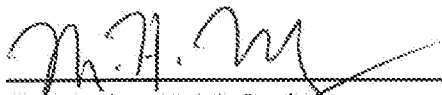
By:   
Name: \_\_\_\_\_  
Title:

AMERICAN APPAREL, LLC

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

ACCEPTED AND AGREED  
as of the date first above written:

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

By:   
Name: Meghan H. McCauley  
Title: Assistant Vice President



**EXHIBIT A**  
Intellectual Property


**PATENTS:**

None.

**TRADEMARKS:**

**Trademark Holdings**

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
United States	747 WAREHOUSE	41	American Apparel (USA), LLC	S/N 86/667,699 filed 19-Jun-2015	Pending
China	AA & DESIGN 	25	American Apparel (USA), LLC	S/N 3,232,543 Filed 04-Jul-2002 R/N 3,232,543 Issued 14-Jan-2004	Registered
European Union	AA & DESIGN 	25	American Apparel (USA), LLC	S/N 3,254,604 Filed 03-Jul-2003 R/N 3,254,604 Issued 31-Jan-2005	Registered
Mexico	AA AMERICAN APPAREL BY DOV CHARNEY	25	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,215,054 Filed 27-Sep-2011 R/N 1,485,088 Issued 03-Oct-2014	Registered

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Mexico	AA AMERICAN APPAREL BY DOV CHARNEY	35	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,215,056 Filed 27-Sep-2011 R/N 1,505,779 Issued 13-Jan-2015	Registered
Japan	AMEAPA with KATAKANA 	25	American Apparel (USA), LLC	S/N 2010-090679 Filed 22-Nov-2010 R/N 5,413,962 Issued 27-May-2011	Registered
Australia	AMERICAN APPAREL	18, 24, 25	American Apparel (USA), LLC	S/N 1,251,113 filed 11-Jul-2008 R/N 1,251,113 issued 20-Sep-2010	Registered
Canada	AMERICAN APPAREL	25	American Apparel (USA), LLC	S/N 1,206,889 Filed 19-Feb-2004 R/N TMA703965 Issued 04-Jan-2008	Registered
France	AMERICAN APPAREL	18, 24, 25, 35	American Apparel (USA), LLC	S/N 3,594,822 filed 20-Aug-2008 R/N 3,594,822 issued 23-Jan-2009	Registered



COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
International Registration	AMERICAN APPAREL	25, 35	American Apparel (USA), LLC	S/N 868,568 Filed 22-Jun-2005 R/N 868,568 Issued 22-Jun-2005	Registered
Intl. Reg. - Australia	AMERICAN APPAREL	25, 35	American Apparel (USA), LLC	S/N 868,568 Filed 22-Jun-2005 R/N 868,568 / 1,089,298 Issued 22-Jun-2005	Registered
Intl. Reg. - France	AMERICAN APPAREL	25, 35	American Apparel (USA), LLC	S/N 868,568 Filed 22-Jun-2005 R/N 868,568 Issued 22-Jun-2005	Registered
Intl. Reg. - Italy	AMERICAN APPAREL	25, 35	American Apparel (USA), LLC	S/N 868,568 Filed 22-Jun-2005 R/N 868,568 Issued 22-Jun-2005	Registered
Intl. Reg. - Spain	AMERICAN APPAREL	25, 35	American Apparel (USA), LLC	S/N 868,568 Filed 22-Jun-2005 R/N 868,568 Issued 22-Jun-2005	Registered

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Japan	AMERICAN APPAREL	35	American Apparel (USA), LLC	S/N 2007-032347 Filed 03-Apr-2007 R/N 5,120,784 Issued 21-Mar-2008	Registered
Mexico	AMERICAN APPAREL	25	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,524,402 Filed 04-Sep-2014 R/N 1,513,461 issued 13-Feb-2015	Registered
Mexico	AMERICAN APPAREL	35	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,524,401 filed 04-Sep-2014 R/N 1,513,460 issued 13-Feb-2015	Registered
Philippines	AMERICAN APPAREL	25, 35	American Apparel (USA), LLC	S/N 4-2005-005933 Filed 27-Jun-2005	Under Appeal
Taiwan	AMERICAN APPAREL	18, 25, 35	American Apparel (USA), LLC	S/N 94,030,865 Filed 28-Jun-2005 R/N 1,210,674 Issued 16-May-2006	Registered
United States	AMERICAN APPAREL	25	American Apparel (USA), LLC	S/N 76/544,549 Filed 15-Sep-2003 R/N 2,954,280 Issued 24-May-2005	Registered

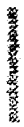
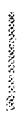
Exhibit A-4

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
United States	AMERICAN APPAREL	18, 25, 35	American Apparel (USA), LLC	S/N 76/624,846 Filed 16-Dec-2004 R/N 3,048,206 Issued 24-Jan-2006	Registered
Canada	AMERICAN APPAREL & AA Design	25, 35	American Apparel (USA), LLC	S/N 1,258,928 Filed 19-May-2005 R/N TMA 684,470 Issued 23-Mar-2007	Registered
China	AMERICAN APPAREL & AA Design	25	American Apparel (USA), LLC	S/N 4,831,135 Filed 11-Aug-2005 R/N 4,831,135 Issued 28-Oct-2010	Registered
European Union	AMERICAN APPAREL & AA Design	25	American Apparel (USA), LLC	S/N 3,935,335 Filed 15-Jul-2004 R/N 3,935,335 Issued 24-Apr-2009	Registered
Germany	AMERICAN APPAREL & AA Design	25	American Apparel (USA), LLC	S/N 304 14 655 Filed 12-Mar-2004 R/N 304 14 655 Issued 28-Mar-2014	Registered

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
International Registration	AMERICAN APPAREL & AA Design <small>American Apparel ©</small>	24, 25, 40	American Apparel (USA), LLC	S/N 868,810 Filed 11-Sep-2004 R/N 868,810 Issued 11-Sep-2004	Registered
Intl. Reg. - Croatia	AMERICAN APPAREL & AA Design <small>American Apparel ©</small>	24, 25, 40	American Apparel (USA), LLC	S/N 868,810 Filed 11-Sep-2004 R/N 868,810 Issued 11-Sep-2004	Registered
Intl. Reg. - Macedonia	AMERICAN APPAREL & AA Design <small>American Apparel ©</small>	24, 25, 40	American Apparel (USA), LLC	S/N 868,810 Filed 11-Sep-2004 R/N 868,810 Issued 11-Sep-2004	Registered
Intl. Reg. - Norway	AMERICAN APPAREL & AA Design <small>American Apparel ©</small>	24, 25, 40	American Apparel (USA), LLC	S/N 868,810 Filed 11-Sep-2004 R/N 868,810 Issued 11-Sep-2004	Registered
Intl. Reg. - Turkey	AMERICAN APPAREL & AA Design <small>American Apparel ©</small>	24, 25, 40	American Apparel (USA), LLC	S/N 868,810 Filed 11-Sep-2004 R/N 868,810 Issued 11-Sep-2004	Registered

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Japan	AMERICAN APPAREL & AA Design <small>American Apparel ©</small>	18, 25	American Apparel (USA), LLC	S/N 2005-057753 Filed 24-Jun-2005 R/N 5,016,858 Issued 12-Jan-2007	Registered
United States	AMERICAN APPAREL (Stylized1) <small>American Apparel</small>	16, 18, 24, 25	American Apparel (USA), LLC	S/N 77/440,836 Filed 04-Apr-2008 R/N 3,516,373 Issued 14-Oct-2008	Registered
Mexico	AMERICAN APPAREL BY DOV CHARNEY	25	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,215,057 Filed 27-Sep-2011 R/N 1,485,089 Issued 03-Oct-2014	Registered
Mexico	AMERICAN APPAREL BY DOV CHARNEY	35	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,215,058 Filed 27-Sep-2011 R/N 1,505,890 issued 13-Jan-2015	Registered
Mexico	AMERICAN APPAREL MEXICO BY DOV CHARNEY	25	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,215,050 Filed 27-Sep-2011 R/N 1,491,617 Issued 31-Oct-2014	Registered

Exhibit A-7

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Mexico	AMERICAN APPAREL MEXICO BY DOV CHARNEY	35	American Apparel Mexico, S. De R.L. de C.V.	S/N 1,215,052 Filed 27-Sep-2011 R/N 1,505,778 Issued 13-Jan-2015	Registered
European Union	AMERICANAPPAREL (Stylized) 	24	American Apparel (USA), LLC	S/N 2,769,594 Filed 01-Jul-2002 R/N 2,769,694 Issued 31-Oct-2005	Registered
European Union	AMERICANAPPAREL.N ET	25	American Apparel (USA), LLC	S/N 3,094,927 Filed 21-Mar-2003 R/N 3,094,927 Issued 07-Dec-2004	Registered
China	AMERICANAPPAREL.N ET (Stylized)	25	American Apparel (USA), LLC	S/N 13,163,258 Filed 11-Aug-2005 R/N 13,163,258 Issued 07-Jan-2015	Registered
Taiwan	AMERICANAPPAREL.N ET MADE IN LA (Stylized) 	25	American Apparel (USA), LLC	S/N 91,027,701 Filed 27-Jun-2002 R/N 1,144,226 Issued 16-Mar-2005	Registered

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
United States	CALIFORNIA SELECT	35	American Apparel (USA), LLC	S/N 77/425,297 Filed 18-Mar-2008 R/N 3,516,158 Issued 14-Oct-2008	Registered
Mexico	CALIFORNIA SELECT VINTAGE	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 1,187,385 Filed 17-Jun-2011 R/N 1,300,873 Issued 27-Jul-2012	Registered
United States	CALIFORNIA SELECT VINTAGE AND MORE	35	American Apparel (USA), LLC	S/N 77/425,155 Filed 18-Mar-2008 R/N 3,516,152 Issued 14-Oct-2008	Registered
Mexico	CALIFORNIA VINTAGE	35	American Apparel, LLC as successor to American Apparel, Inc.	S/N 892,825 Filed 30-Oct-2007 R/N 1,025,285 Issued 21-Feb-2008	Registered
Canada	CLASSIC BABY	25	American Apparel (USA), LLC	S/N 1,258,929 Filed 19-May-2005 R/N TMA 675,776 Issued 31-Oct-2006	Registered






Exhibit A-9

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Taiwan	CLASSIC BABY	25	American Apparel (USA), LLC	S/N 94,030,867 Filed 28-May-2005 R/N 1,202,269 Issued 01-Apr-2006	Registered
United States	CLASSIC BABY	25	American Apparel (USA), LLC	S/N 85/783,232 Filed 19-Nov-2012 R/N 4,328,481 Issued 30-Apr-2013	Registered
Brazil	CLASSIC BABY (Stylized)	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 827,753,055 Filed 23-Aug-2005	Suspended
China	CLASSIC BABY (Stylized)	25	American Apparel (USA), LLC	S/N 4,767,284 Filed 08-Jul-2005 R/N 4,767,284 Issued 07-Feb-2009	Registered
Canada	CLASSIC GIRL	25	American Apparel (USA), LLC	S/N 1,258,935 Filed 19-May-2005 R/N TMA 682,949 Issued 05-Mar-2007	Registered



COUNTRY	TRADEMARK	CLASS/CLASSIFICATION	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Taiwan	CLASSIC GIRL	25	American Apparel (USA), LLC	S/N 94,030,868 Filed 28-Jun-2005 R/N 1,202,270 Issued 01-Apr-2006	Registered
United States	CLASSIC GIRL	25	American Apparel (USA), LLC	S/N 85/783,430 Filed 19-Nov-2012 R/N 4,332,113 Issued 07-May-2013	Registered
Brazil	CLASSIC GIRL (Stylized)	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 827,753,020 Filed 23-Aug-2005	Under Appeal
Mexico	CLASSICBABY	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 732,410 Filed 05-Aug-2005 R/N 1,077,881 Issued 07-Jan-2009	Registered
China	CLASSICBABY & Baby Design	25	American Apparel (USA), LLC	S/N 3,232,541 Filed 04-Jul-2002 R/N 3,232,541 Issued 14-Jan-2004	Registered



COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
European Union	CLASSICBABY & Baby 	25	American Apparel (USA), LLC	S/N 3,254,638 Filed 03-Jul-2003 R/N 3,254,638 Issued 12-Apr-2005	Registered
European Union	CLASSICBABY & Baby 	24, 25, 40	American Apparel (USA), LLC	S/N 2,769,560 Filed 01-Jul-2002 R/N 2,769,560 Issued 12-Mar-2004	Registered
Korea	CLASSICBABY & Baby 	25	American Apparel (USA), LLC	S/N 40-2003-0028414 Filed 24-Jun-2013 R/N 40-0603150 Issued 17-Dec-2004	Registered
Taiwan	CLASSICBABY & Baby 	25	American Apparel (USA), LLC	S/N 91,027,704 Filed 27-Jun-2002 R/N 1,051,285 Issued 16-Jul-2003	Registered
United States	CLASSICBABY & Baby 	25	American Apparel (USA), LLC	S/N 76/624,845 Filed 16-Dec-2004 R/N 3,102,758 Issued 13-Jun-2006	Registered










COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Japan	CLASSICBABY (Stylized) 	25	American Apparel (USA), LLC	S/N 2000-126351 Filed 22-Nov-2000 R/N 4,513,151 Issued 12-Oct-2001	Registered
Philippines	CLASSICBABY (Stylized) 	25	American Apparel (USA), LLC	S/N 4-2013-005745 Filed 20-May-2013 R/N 4-2013-005745 Issued 31-Oct-2013	Registered
European Union	CLASSICGIRL & Seven Circles Design 	40	American Apparel (USA), LLC	S/N 2,769,552 Filed 01-Jul-2002 R/N 2,769,552 Issued 23-Nov-2007	Registered
Korea	CLASSICGIRL & Seven Circles Design 	25	American Apparel (per KIPO website)	S/N 40-2003-0028411 Filed 24-Jun-2003 R/N 40-0603151 Issued 17-Dec-2004	Registered
Taiwan	CLASSICGIRL & Seven Circles Design 	25	American Apparel (USA), LLC	S/N 91,027,703 Filed 27-Jun-2002 R/N 1,052,601 Issued 01-Aug-2003	Registered

Exhibit A-13

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
United States	CLASSICGIRL & Seven Circles Design 	25	American Apparel (USA), LLC	S/N 85 / 788, 712 Filed 27-Nov-2012 R/N 4,332,118 Issued 07-May-2013	Registered
China	CLASSICGIRL (Stylized) 	25	American Apparel (USA), LLC	S/N 3,743,530 Filed 08-Oct-2003 R/N 3,743,530 Issued 06-Jul-2006	Registered
Japan	CLASSICGIRL (Stylized) 	25	American Apparel (USA), LLC	S/N 2000-126349 Filed 22-Nov-2000 R/N 4,131,149 Issued 12-Oct-2001	Registered
Philippines	CLASSICGIRL (Stylized) 	25	American Apparel (USA), LLC	S/N 4-2013-005746 Filed 20-May-2013 R/N 4-2013-005746 Issued 31-Oct-2013	Registered
United States	FACTORY MEMO	25	American Apparel (USA), LLC	S/N 86739908 Filed 27 - Aug - 2015	Filed

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
European Union	GIRLY T	24, 25, 40	American Apparel (USA), LLC	S/N 2,793,768 Filed 31-Jul-2002 R/N 2,793,768 Issued 30-Oct-2003	Registered
United States	IMMIGRATION INTEGRATION	25	American Apparel (USA), LLC	S/N 86,591,541 Filed 08-Apr-2015	Pending
United States	IMMIGRATION INTEGRATION	35	American Apparel (USA), LLC	S/N 86/591,544 Filed 08-Apr-2015	Pending
United States	LA INMIGRACIÓN LA INTEGRACIÓN	25	American Apparel (USA), LLC	S/N 86,591,546 filed 08-Apr-2015	Pending
United States	LA INMIGRACIÓN LA INTEGRACIÓN	35	American Apparel (USA), LLC	S/N 86/591,549 Filed 08-Apr-2015	Pending
United States	LE CLUB AMERICAN APPAREL & Design	35	American Apparel (USA), LLC	S/N 85/698,503 Filed 08-Aug-2012 R/N 4,374,902 Issued 30-Jul-2013	Registered
Japan	MISC. DESIGN (Baby)	25	American Apparel (USA), LLC	S/N 2000-126350 Filed 22-Nov-2000 R/N 4,513,150 Issued 12-Oct-2001	Registered

Exhibit A-15












COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Canada	MISC. DESIGN (Circle Design) 	25	American Apparel (USA), LLC	S/N 1,258,932 Filed 19-May-2005 R/N TMA 684,440 Issued 23-Mar-2007	Registered
Japan	MISC. DESIGN (Circle Design) 	25	American Apparel (USA), LLC	S/N 2000-126348 Filed 22-Nov-2000 R/N 4,513,148 Issued 12-Oct-2001	Registered
Philippines	MISC. DESIGN (Circle Design) 	18, 25	American Apparel (USA), LLC	S/N 4-2013-000201 Filed 08-Jan-2013	Published
Taiwan	MISC. DESIGN (Circle Design) 	25	American Apparel (USA), LLC	S/N 94,030,862 Filed 28-Jun-2005 R/N 1,202,264 Issued 01-Apr-2006	Registered
United States	MISC. DESIGN (Circle Design) 	25	American Apparel (USA), LLC	S/N 76/636,803 Filed 25-Apr-2005 R/N 3,190,540 Issued 02-Jan-2007	Registered
Mexico	MISC. DESIGN (Circle Design) [aka SEVEN CIRCLE DESIGN & DRAWING] 	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 738,435 Filed 08-Aug-2005 R/N 959,569 Issued 30-Oct-2006	Registered

Exhibit A-16

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Canada	MISC. DESIGN (Flower Design) 	25	American Apparel (USA), LLC	S/N 1,258,930 Filed 19-May-2005 R/N TMA 682,948 Issued 05-Mar-2007	Registered
Philippines	MISC. DESIGN (Flower Design) 	25	American Apparel (USA), LLC	S/N 4-2005-005931 Filed 27-Jun-2005 R/N 4-2005-005931 Issued 19-Mar-2007	Registered
Taiwan	MISC. DESIGN (Flower Design) 	25	American Apparel (USA), LLC	S/N 94,030,864 Filed 28-Jun-2005 R/N 1,202,268 Issued 01-Apr-2006	Registered
Canada	MISC. DESIGN (Nine Square Design) 	25	American Apparel (USA), LLC	S/N 1,258,931 Filed 19-May-2005 R/N TMA 684,439 Issued 23-Mar-2007	Registered
Mexico	MISC. DESIGN (Nine Square Design) 	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 738,434 Filed 08-Sep-2005 R/N 959,568 Issued 30-Oct-2006	Registered






COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Philippines	MISC. DESIGN (Nine Square Design) 	18, 25	American Apparel (USA), LLC	S/N 4-2013-000202 Filed 08-Jan-2013 R/N 4-2013-000202 Issued 25-Apr-2013	Registered
Taiwan	MISC. DESIGN (Nine Square Design) 	25	American Apparel (USA), LLC	S/N 94,030,861 Filed 28-Jun-2005 R/N 1,202,266 Issued 01-Apr-2006	Registered
United States	MISC. DESIGN (Nine Square Design) 	25	American Apparel (USA), LLC	S/N 85/788,798 Filed 27-Nov-2012 R/N 4,368,174 Issued 16-Jul-2013	Registered
United States	MULTIBRAND	35	American Apparel (USA), LLC	S/N 77/105,512 Filed 12-Feb-2007 R/N 3,559,219 Issued 06-Jan-2009	Registered
United States	NEW AMERICAN APPAREL	25	n/a	n/a	Unfiled
Mexico	PANTYTIME	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 846,745 Filed 03-Apr-2007 R/N 1,007,123 Issued 18-Oct-2007	Registered

Exhibit A-18



COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
United States	PANTYTIME	25	American Apparel (USA), LLC	S/N 78/738,044 Filed 21-Oct-2005 R/N 3,288,903 Issued 04-Sep-2007	Registered
Brazil	STANDARD AMERICAN 	18	American Apparel, LLC as successor to American Apparel, Inc.	S/N 827,753,012 Filed 23-Aug-2005	Under Appeal
Brazil	STANDARD AMERICAN 	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 827,752,989 Filed 23-Aug-2005	Under Appeal
Canada	STANDARD AMERICAN	18, 25	American Apparel (USA), LLC	S/N 1,258,936 Filed 19-May-2005 R/N TMA 682,950 Issued 05-Mar-2007	Registered
Mexico	STANDARD AMERICAN	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 736,101 Filed 25-Aug-2005 R/N 930,623 Issued 25-Apr-2006	Registered





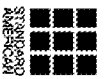

COUNTRY	TRADEMARK	CLASS/CLASSIFICATION	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Taiwan	STANDARD AMERICAN	25	American Apparel (USA), LLC	S/N 94,030,856 Filed 28-Jun-2005 R/N 123,017 Issued 01-Apr-2006	Registered
United States	STANDARD AMERICAN	25	American Apparel (USA), LLC	S/N 85/783,328 Filed 19-Nov-2012 R/N 4,358,081 Issued 25-Jun-2013	Registered
European Union	STANDARD AMERICAN & Nine Square Design 	25	American Apparel (USA), LLC	S/N 3,254,554 Filed 03-Jul-2003 R/N 3,254,554 Issued 15-Nov-2004	Registered
European Union	STANDARD AMERICAN & Nine Square Design 	24, 25, 40	American Apparel (USA), LLC	S/N 2,769,586 Filed 01-Jul-2002 R/N 2,769,586 Issued 20-Nov-2003	Registered
European Union	HUMAN RIGHTS CAMPAIGN	25, 35, 42	American Apparel (USA), LLC	S/N 014113385 Filed 22 - May - 2015 R/N 1411385	Registered
European Union	Design only	25, 35, 42	American Apparel (USA), LLC	S/N 014113407 Filed 22 - May - 2015 R/N 14113401	Registered

Exhibit A-20

COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Japan	STANDARD AMERICAN & Nine Square Design 	25	American Apparel (USA), LLC	S/N 2000-126352 Filed 22-Nov-2000 R/N 4,607,407 Issued 27-Sep-2002	Registered
Korea	STANDARD AMERICAN & Nine Square Design 	25	American Apparel (USA), LLC	S/N 40-2003-0028413 Filed 24-Jun-2003 R/N 40-0619736 Issued 31-May-2005	Registered
Taiwan	STANDARD AMERICAN & Nine Square Design 	25	American Apparel (USA), LLC	S/N 91,027,705 Filed 27-Jun-2002 R/N 1,078,209 Issued 01-Jan-2004	Registered
United States	STANDARD AMERICAN & Nine Square Design 	18, 25	American Apparel (USA), LLC	S/N 76/624,844 Filed 16-Dec-2004 R/N 3,105,682 Issued 20-Jun-2006	Registered
Brazil	SUSTAINABLE EDITION	25	American Apparel, LLC as successor to American Apparel, Inc.	S/N 827,753,004 Filed 23-Aug-2005	Under Appeal


COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Brazil	SUSTAINABLE EDITION 	25	American Apparel, LLC as successor to American Apparel, Inc.	S / N 827,753,039 Filed 23-Aug-2005	Suspended
Canada	SUSTAINABLE EDITION	25	American Apparel (USA), LLC	S / N 1,258,937 Filed 19-May-2005 R / N TMA 682,951 Issued 05-Mar-2007	Registered
China	SUSTAINABLE EDITION	25	American Apparel (USA), LLC	S / N 4,767,285 Filed 08-Jul-2005 R / N 4,767,285 Issued 07-Feb-2009	Registered
Mexico	SUSTAINABLE EDITION	25	American Apparel, LLC as successor to American Apparel, Inc.	S / N 736,225 Filed 26-Aug-2005 R / N 960,610 Issued 31-Oct-2006	Registered
Philippines	SUSTAINABLE EDITION	25, 35	American Apparel (USA), LLC	S / N 4-2005-005932 Filed 27-Jun-2005 R / N 4-2005-005932 Issued 11-Dec-2006	Registered

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COUNTRY	TRADEMARK	CLASS(S)	OWNER	APP. NO. / DATE REG. NO. / DATE	STATUS
Taiwan	SUSTAINABLE EDITION	25	American Apparel (USA), LLC	S/N 94,030,859 Filed 28-Jun-2005 R/N 1,202,265 Issued 01-Apr-2006	Registered
United States	SUSTAINABLE EDITION	25	American Apparel (USA), LLC	S/N 85/788,747 Filed 27-Nov-2012 R/N 4,368,171 Issued 16-Jul-2013	Registered
United States	SUSTAINABLE EDITION & Flower Design	25	American Apparel (USA), LLC	S/N 76/626,261 Filed 30-Dec-2004 R/N 3,102,765 Issued 13-Jun-2006	Registered
United States	VIVA RADIO (Stylized) 	38	American Apparel (USA), LLC	S/N 77/355,180 Filed 18-Dec-2007 R/N 3,536,279 Issued 25-Nov-2008	Registered

Exhibit A-23

**REGISTERED COPYRIGHTS:**

<b>Title</b>	<b>Owner</b>	<b>Copyright Number</b>	<b>Date</b>
American Apparel.	American Apparel, LLC as successor to American Apparel, Inc.	CSN0147295	2005
American Apparel.	American Apparel, LLC as successor to American Apparel, Inc.	TX0006231973	2005
Americanapparel.net.	American Apparel, LLC as successor to American Apparel, Inc.	TX0006219296	2005
BFF best friends forever.	American Apparel, LLC as successor to American Apparel, Inc.	VA0001402789	2005
Unpublished Collection American Apparel 07-09.	American Apparel, LLC as successor to American Apparel, Inc.	VAn001006623	2009
American Apparel (catalog)	American Apparel, LLC as successor to American Apparel, Inc.	TX0006219297	2005

**TRADEMARK, PATENTS AND COPYRIGHT LICENSES:**

<b>Party Name</b>	<b>Notice Address(es)</b>	<b>Contract Title</b>	<b>Contract Description</b>	<b>Contract Date</b>	<b>Patent(s)</b>
Athlete Ally Purpose Foundation	Athlete Ally 105 West 86th Street, Number 238 New York, NY 10024  Purpose Foundation 115 5th Avenue, 6th Floor New York, NY 10003	Trademark Assignment, License and Donation agreement.	Trademark Assignment, License and Donation Agreement related to Principle 6	Entered: 11/29/13	American Apparel (USA), LLC
Burger Records	Burger Records 645 S State College Blvd #A Fullerton, CA 92831	License Agreement	License Agreement for use of artwork for commercial purposes	Entered: 08/07/15	American Apparel, Inc.
Burger Records, LLC	Burger Records, LLC 645 S State College Blvd #A Fullerton, CA 92831	License Agreement	License Agreement for use of artwork for commercial purposes	Entered: 07/27/15	American Apparel, Inc.
Curalate, Inc	Curalate, Inc 2401 Walnut Street Suite 502 Philadelphia, PA 19103	Master Service and License Agreement	Master Service and License Agreement to access and operate Licensed Software	Entered: 1/2/15	American Apparel, Inc.
Eclipse IP, LLC	Eclipse IP, LLC 115 NW 17th St Delray Beach, FL 33444  Harman Law LLC 337 Herrington Dr Atlanta, GA 30342	Settlement, Release and License Agreement	Settlement, Release and License Agreement for alleged patent infringement	Entered: 11/16/14	American Apparel, Inc.
Geo Tag, Inc	Geo Tag, Inc 2591 Dallas Parkway Suite 505 Frisco, TX 75034-8564	Settlement and Patent License Agreement	Settlement and Patent License Agreement	Entered: 3/14/14	American Apparel (USA), LLC American Apparel Dyeing & Finishing, Inc. American Apparel Retail, Inc. American Apparel, Inc. Fresh Air Freight, Inc. KCL Knitting, LLC
Grace Miccell	Grace Miccell 243 Himrod #1R Brooklyn, NY 11237	License Agreement	License Agreement for use of artwork for commercial purposes	Entered: 06/01/15	American Apparel, Inc.

Human Rights Campaign Foundation Inc Human Rights Campaign Inc	Human Rights Campaign Foundation Inc 1640 Rhode Island Ave NW Washington, DC 20036 Human Rights Campaign Inc 1640 Rhode Island Ave NW Washington, DC 20036	International License Agreement	International License Agreement to produce Tshirts	Entered: 05/08/15	American Apparel, Inc.
Me and You	Me and You	License Agreement	License Agreement for the use of artwork	Entered: 12/04/15	American Apparel (USA), LLC
Melissa Brooks	Melissa Brooks C/O Singh, Singh & Trauben, LLP 400 S Beverly Dr, Suite 400 Beverly Hills, CA 90212	License Agreement	License Agreement for use of artwork for commercial purposes	Entered: 08/01/15	American Apparel, Inc.
Samira Winter	Samira Winter 1200 Laveeta Terrace Los Angeles, CA 90026	License Agreement	License Agreement for use of artwork for commercial purposes	Entered: 07/01/15	American Apparel, Inc.
SELECT RETRIEVAL LLC	SELECT RETRIEVAL LLC 166 S Belknap St Ste 1 Stephenville, TX 76401	Settlement Agreement and Patent License Agreement	Settlement and Patent License Agreement for infringement of the patent-in-suit of products and services	Entered: 04/04/12	American Apparel, Inc.
TUNICA LLC	TUNICA LLC 677 Metropolitan Ave. Apt 4C Brooklyn, NY 11211	License Agreement	License Agreement for use of artwork	Entered: 07/01/15	American Apparel, Inc.
Round Rock Research LLC	Round Rock Research LLC, 2001 Route 46, Suite 310 Parsippany, NJ 07054	Settlement and License Agreement	Settlement and License Agreement	Entered: 11/15/14	American Apparel, Inc.



## EXHIBIT B

### Form of IP Security Agreement Joinder Agreement

IP SECURITY AGREEMENT JOINDER AGREEMENT dated as of \_\_\_\_\_, 20[\_] by [NAME OF ADDITIONAL GRANTOR], a \_\_\_\_\_ corporation (the "Additional Grantor"), in favor of Wilmington Trust, National Association, as administrative agent for the parties defined as "Lenders" under the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

Reference is made to that certain Credit Agreement dated as of February 5, 2016 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by, among others, (i) American Apparel (USA), LLC, as a Borrower and as borrower representative (in such capacity, the "Borrower Representative") for itself and the other Borrowers party thereto, (ii) the other Borrowers party thereto, (iii) the other Credit Parties party thereto, (iv) the Administrative Agent, and (v) the Lenders from time to time party thereto (the "Lenders"). In connection with the Credit Agreement, Borrower Representative, American Apparel, LLC and the Administrative Agent are parties to an Intellectual Property Security Agreement dated as of February 5, 2016 (as modified and supplemented and in effect from time to time, the "IP Security Agreement"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the IP Security Agreement or the Credit Agreement, as applicable.

Pursuant to Section 16 of the IP Security Agreement, the Additional Grantor hereby agrees to become a "Grantor" for all purposes of the IP Security Agreement, and to be bound by all of the terms and conditions applicable to a Grantor to the same extent as each other Grantor thereunder. Without limiting the foregoing, the Additional Grantor hereby:

(a) in furtherance and as confirmation of the Security Interest granted by the Grantors to the Administrative Agent (for the benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and hereby bargains, assigns, mortgages, pledges, hypothecates and transfers to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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 the IP Collateral; and

(b) makes the representations and warranties set forth in Article V of the Credit Agreement and in Section 4 of the IP Security Agreement with respect to itself and its obligations under this Agreement, as if each reference in such Articles to the Loan Documents included reference to this Agreement.

The Additional Grantor hereby instructs its counsel to deliver any opinions to the Secured Parties required to be delivered in connection with the execution and delivery hereof.

This IP Security Agreement Joinder Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement Joinder Agreement by facsimile or other electronic transmission (e.g. ".pdf" via email) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Joinder Agreement.

This IP Security Agreement Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof (other than the New York General Obligations Law §§5-1401 and 5-1402).

Exhibit A-2

#4844-7397-5853v6

**TRADEMARK**  
**REEL: 005725 FRAME: 0829**

IN WITNESS WHEREOF, the Additional Grantor has caused this Security Agreement Joinder Agreement to be duly executed and delivered as of the day and year first above written.

[NAME OF ADDITIONAL GRANTOR]

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

Accepted and agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Administrative Agent

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

Exhibit A-3

#4844-7397-5853v6

**RECORDED: 02/05/2016**

**TRADEMARK  
REEL: 005725 FRAME: 0830**