

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC		01/06/2009	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Private Brands, Inc.
Street Address:	3151 East Washington Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90023
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78367471	1 JEANS
Serial Number:	78367473	ALL IN ONE
Serial Number:	78732707	EVENT PREMIUM DENIM
Serial Number:	78367479	STAR 1
Serial Number:	78367478	STAR ONE
Serial Number:	78673373	SULFR
Registration Number:	3276146	AMERICAN STAR

## CORRESPONDENCE DATA

Fax Number: (202)293-6330

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (202) 956-7685

Email: carrierr@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1701 Pennsylvania Avenue, N.W.

OP \$190.00 78367471

900124250

TRADEMARK  
REEL: 003915 FRAME: 0727

Address Line 2: Sullivan & Cromwell LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER: Rita M. Carrier

Signature: /Rita M. Carrier/

Date: 01/08/2009

Total Attachments: 4  
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TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") is granted by GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company with an office at 135 East 57<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10022, as collateral agent for certain banks and other financial institutions (the "Collateral Agent"), in favor of PRIVATE BRANDS, INC., a California corporation with an office at 3151 East Washington Boulevard, Los Angeles, California 90023 (the "Releasee").

WHEREAS, pursuant to that certain Security Agreement dated as of June 16, 2006, made by the Releasee in favor of the Collateral Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Assignment of Security (Trademarks) dated as of June 16, 2006, made by the Releasee in favor of the Collateral Agent (the "Trademark Security Agreement"), the Releasee, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Collateral Agent specifically in the Trademark Collateral;

WHEREAS, the Security Interest was recorded in the United States Patent and Trademark Office on June 19, 2006, at Reel 3333 and Frame 0608; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term "Trademarks" shall have the meaning provided by reference to the Security Agreement. The term "Trademark Collateral" as used herein shall mean all of the Releasee's right, title and interest as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the entirety of its Security Interest in the Trademark Collateral, and any right, title or interest that the Collateral Agent may have in such Trademark Collateral shall hereby cease and become void.


3. Further Assurances. The Collateral Agent hereby agrees to execute, acknowledge and deliver any further documents and to do such other acts as

may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of January 6, 2009.

GUGGENHEIM CORPORATE FUNDING, LLC,  
as Collateral Agent

By:   
Name: **Bill Hagner**  
Title: **Managing Director**

[Termination and Release Signature Page]

**SCHEDULE A**  
**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (Filing Date)</b>	<b>Status</b>	<b>Record Owner</b>
I JEANS	(78/367,471)	(2/13/2004)	Pending	Private Brands, Inc.
ALL IN ONE	(78/367,473)	(2/13/2004)	Abandoned	Private Brands, Inc.
AMERICAN STAR	3,276,146 (78/362,017)	8/7/2007 (2/3/2004)	Registered	Private Brands, Inc.
EVENT PREMIUM DENIM	(78/732,707)	(10/13/2005)	Abandoned	Private Brands, Inc.
STAR 1	(78/367,479)	(2/13/2004)	Pending	Private Brands, Inc.
STAR ONE	(78/367,478)	(2/13/2004)	Pending	Private Brands, Inc.
SULFR	(78/673,373)	(7/19/2005)	Abandoned	Private Brands, Inc.