

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J BRAND, INC.		02/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	333 South Hope Street, 13th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3604242	J BRAND DENIM CO.	
Registration Number:	3250947	J BRAND	
Registration Number:	3440178	R. A C.	
Registration Number:	3440179	R. A C. BY J BRAND	
Serial Number:	77369603	J BRAND DENIM CO.	
Serial Number:	77549524		
CORRESPONDENCE DATA			
Fax Number:	(213)680-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-680-6764		
Email:	kimberli.walker@bingham.com		
Correspondent Name:	Kimberli Walker		
Address Line 1:	355 South Grand Avenue, Suite 4400		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0000342862		

CH \$165.00 3604242

900153955

TRADEMARK
REEL: 004143 FRAME: 0810

NAME OF SUBMITTER:	Kimberli Walker
Signature:	/Kim Walker/
Date:	02/04/2010
Total Attachments: 7 source=J Brand Trademark Security Agt#page1.tif source=J Brand Trademark Security Agt#page2.tif source=J Brand Trademark Security Agt#page3.tif source=J Brand Trademark Security Agt#page4.tif source=J Brand Trademark Security Agt#page5.tif source=J Brand Trademark Security Agt#page6.tif source=J Brand Trademark Security Agt#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 3, 2010, is entered into by and between J BRAND, INC., a California corporation ("Debtor"), having an office at 1201 East Washington Boulevard, Los Angeles, California 90021, and BANK OF AMERICA, N.A., a national banking association ("Secured Party"), having an office at 333 South Hope Street, Los Angeles, California 90071, with reference to the following facts:

RECITALS

A. Debtor is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof.

B. Secured Party has agreed to enter into financing arrangements with Debtor pursuant to a Credit Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") and a security agreement (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") of even date herewith (the Credit Agreement and the Security Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents"), and Debtor and Secured Party desire to enter into this Agreement, by which Debtor shall secure the payment and performance of its obligations to Secured Party under the Credit Agreement by granting Secured Party a security interest in the Collateral described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications (provided that "intent-to-use" trademark applications shall constitute part of the Collateral only as set forth in the Security Agreement), registrations and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against

third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Credit Agreement (all the foregoing hereinafter referred to as the "Obligations") and are in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms the rights and remedies of Secured Party with respect to its security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. PURPOSE

This Agreement has been executed and delivered by Debtor for the purpose of registering with the USPTO the grant of a security interest in the Collateral. The security interest granted hereby has been granted pursuant to Section 2 (Further Assurances) of the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement with respect to the Collateral. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Agreement and the other Loan Documents, the other Loan Documents shall prevail.

4. POWER OF ATTORNEY

Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will not exercise the Power of Attorney unless an Event of Default under (and as defined in) the Credit Agreement shall have occurred and be continuing.

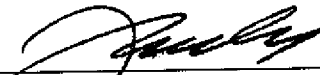
5. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement
as of the day and year first above written.

DEBTOR:

J BRAND, INC.,
a California corporation

By:  _____

Name: Jeff Rudes

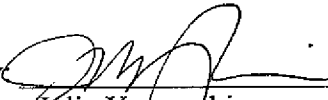
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SECURED PARTY:

BANK OF AMERICA, N.A.,
a national banking association

By  _____
Julie Yamauchi,
Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004143 FRAME: 0815

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, that J BRAND, INC., a California corporation (hereinafter "Debtor"), hereby appoints and constitutes BANK OF AMERICA, N.A., a national banking association ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

- 1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement referred to in the Security Agreement).

Dated as of February __, 2010

J BRAND, INC., a California corporation

By:
Name:
Title:

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Pending Trademark Applications

1. U.S.

a. Trademark Registrations

Trademark	Application Date	Registration Date	Serial Number / Registration Number	Owner
J Brand Denim Co	Jan 11, 2008	April 7, 2009	77976714 / 3604242	J Brand, Inc.
J BRAND	Jan 11, 2006	June 12, 2007	78789806 / 3250947	J Brand, Inc.
R. a C.	October 1, 2007	June 3, 2008	77293199 / 3440178	J Brand, Inc.
R. a C. by J Brand	October 1, 2007	June 3, 2008	77293220 / 3440179	J Brand, Inc.

b. Pending Trademark Applications

Trademark	Application Date	Serial Number	Owner
J Brand Denim Co	Jan 11, 2008	77369603	J Brand, Inc.
Pocket Design	August 18, 2008	77549524	J Brand, Inc.

2. Foreign

a. Trademark Registrations

Trademark	Country/Region	Application Date	Registration Date	Number	Owner
J BRAND	Canada	April 4, 2006	March 25, 2009	TMA736886	J Brand, Inc.
J BRAND	European Community	April 3, 2006	April 11, 2007	4994885	J Brand, Inc.
J BRAND	Hong Kong	June 15, 2006	June 15, 2006	300659412	J Brand, Inc.
J BRAND	Japan	April 13, 2006	July 4, 2008	5148904	J Brand, Inc.
J BRAND	Mexico	July 10, 2006	December 13, 2006	967154	J Brand, Inc.
J BRAND	Taiwan	March 31, 2006	March 1, 2007	1252977	J Brand, Inc.
J BRAND	Hong Kong	May 26, 2006	May 26, 2006	300647000	J Brand, Inc.
J BRAND DENIM CO.	Intl. Register	Jan. 11, 2008	July 11, 2008	971331	J Brand, Inc.

b. Pending Trademark Applications

Trademark	Country/Region	Application Date	Application Number
J BRAND	China (People's Republic)	June 15, 2006	5420633
J BRAND	Republic of Korea	July 4, 2008	40-2008-32879
J BRAND	Russian Federation	August 25, 2008	2008727315
J BRAND	China (People's Republic)	May 26, 2006	5377362