

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
Cherokee Brands LLC		10/26/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	300 South Grand Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association - United States: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4168349	COMPLETELY LIZ
Registration Number:	4091399	COMPLETELY ME
Registration Number:	4122398	
Registration Number:	2360437	LIZ LANGE
Registration Number:	3765466	LIZ LANGE
Registration Number:	2662053	LIZ LANGE
Registration Number:	2662054	LIZ LANGE LL
Registration Number:	2662052	LIZ LANGE LL
Registration Number:	3986483	LIZ LUXE
Registration Number:	3769332	LL LIZ LANGE

CORRESPONDENCE DATA

Fax Number: 3127069316

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Phone: 312-701-8352  
Email: ejpalmer@mayerbrown.com, driley@mayerbrown.com,  
ipdocket@mayerbrown.com  
Correspondent Name: Erick J. Palmer  
Address Line 1: 71 S. Wacker Drive  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	12407498
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/EJP/
Date:	11/19/2012

**Total Attachments: 3**  
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## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2012, is made by CHEROKEE BRANDS LLC (the "Guarantor") in favor of JPMORGAN CHASE BANK, N.A. (the "Bank").

This Agreement is being entered into in connection with the Continuing Security Agreement dated as of even date hereof (the "Security Agreement") between the Guarantor and the Bank, and the related Continuing Guaranty dated as of even date herewith between the Guarantor and the Bank.

The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Liabilities, the Guarantor, pursuant to the Security Agreement, did and hereby does grant to the Bank, its successors and assigns, for the benefit of the Bank, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Guarantor or in which the Guarantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation, of the security interests granted to the Bank pursuant to the Security Agreement. The Guarantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

CHEROKEE BRANDS LLC, as the Grantor

By: Cherokee Inc., its sole and managing member

By: 

Name: Howard Siegel  
Title: Chief Operating Officer

By: 

Name: Mark DiSiena  
Title: Chief Financial Officer

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*Signature page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004903 FRAME: 0735**

**Schedule I**  
**Trademark List**

Mark	Country	Appl. No./Appl. Date	Reg. No./Reg. Date
COMPLETELY LIZ	U.S.	77/938,971 February 18, 2010	4168349 July 3, 2012
COMPLETELY ME	U.S.	77/792,568 July 29, 2009	4091399 January 24, 2012
	U.S.	85/060,591 June 11, 2010	4122398 April 3, 2012
LIZ LANGE	U.S.	75/816,991 October 7, 1999	2360437 June 20, 2000
LIZ LANGE	U.S.	78/710,262 September 9, 2005	3765466 March 23, 2010
LIZ LANGE	U.S.	76/263,191 May 29, 2001	2662053 December 17, 2002
 LIZ LANGE	U.S.	76/263,192 May 29, 2001	2662054 December 17, 2002
 LIZ LANGE	U.S.	76/263,190 May 29, 2001	2662052 December 17, 2002
LIZ LUXE	U.S.	77/864,880 November 4, 2009	3986483 June 28, 2011
 LIZ LANGE	U.S.	78/710,244 September 9, 2005	3769332 March 30, 2010