

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Security Interest at Reel/Frame Nos. 3140/0293 and 3389/0798

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		04/13/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P.
<b>Street Address:</b>	85 Broad Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 72**

Property Type	Number	Word Mark
Registration Number:	1939918	BC BG
Registration Number:	2408974	BC BG
Registration Number:	2162708	BC BG
Registration Number:	2166425	BC BG
Registration Number:	2229364	BC BG
Registration Number:	2229365	BC BG MAX AZRIA
Registration Number:	2162709	BC BG MAX AZRIA
Registration Number:	2229366	BC BG MAX AZRIA
Registration Number:	2160919	BC BG MAX AZRIA
Registration Number:	2581591	BCBG
Registration Number:	2872074	BCBG
Registration Number:	2362512	BCBG MAX AZRIA
Registration Number:	2581590	BCBG MAX AZRIA

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Registration Number:	2622150	BCBGIRLS
Registration Number:	2754256	BCBGIRLS
Registration Number:	2968181	BCBGIRLS
Registration Number:	2090637	HERVE LEGER
Registration Number:	2062875	HERVE LEGER PARIS
Registration Number:	2285116	MAXIME
Registration Number:	1747190	PARALLEL
Registration Number:	1401347	TO THE MAX
Registration Number:	1480207	AMERICAN HIGH
Registration Number:	1477210	AMERICAN HIGH
Registration Number:	1371904	CLOTHESETERIA
Registration Number:	1412422	IN CHARGE
Registration Number:	1285656	G + G
Registration Number:	2463053	LOLA
Registration Number:	1301774	LOLA
Registration Number:	2889805	SHOP COOL SAVE BIG
Registration Number:	2885679	SHOP COOL.SAVE BIG.
Serial Number:	78455976	BCBG ATTITUDE
Serial Number:	78897524	BCBGMAXAZRIA
Serial Number:	78897535	BCBG MAX AZRIA
Serial Number:	78897527	BCBG MAX AZRIA
Serial Number:	78897514	BCBGMAXAZRIA
Serial Number:	78897511	BCBGMAXAZRIA
Serial Number:	78897519	BCBGMAXAZRIA
Serial Number:	78303559	BCBGUYS
Serial Number:	78862087	MAX
Serial Number:	78862113	MAX
Serial Number:	78862110	MAX
Serial Number:	78862116	MAX
Serial Number:	78862121	MAX
Serial Number:	78862134	MAX
Serial Number:	78746383	MAX AND CLEO
Serial Number:	78827908	MAX AZRIA
Serial Number:	78827937	MAX AZRIA
Serial Number:	78837138	MAX AZRIA

Serial Number:	78827925	MAX AZRIA
Serial Number:	78828014	MAX AZRIA
Serial Number:	78827896	MAXAZRIACOLLECTION
Serial Number:	78846021	MAXIMUS
Serial Number:	78846033	MAXIMUS
Serial Number:	78325806	PARALLEL
Serial Number:	78534723	PARALLEL
Serial Number:	78534734	PARALLEL
Serial Number:	78534742	PARALLEL
Serial Number:	78657210	VENUS FORTUNO
Serial Number:	78657243	VENUS FORTUNO
Serial Number:	78657255	VENUS FORTUNO
Serial Number:	78657266	VENUS FORTUNO
Serial Number:	78657275	VENUS FORTUNO
Serial Number:	78657283	VENUS FORTUNO
Serial Number:	78698589	LOLA
Serial Number:	78675922	LOLA
Serial Number:	76612474	MATERIAL NATION
Serial Number:	78950683	MAX RAVE
Serial Number:	78950690	MAX RAVE
Serial Number:	78950695	MAX RAVE
Serial Number:	78950702	MAX RAVE
Serial Number:	78950705	MAX RAVE
Serial Number:	78950715	MAX RAVE

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038611-0023

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:	/Rhonda DeLeon/
Date:	04/16/2007
<b>Total Attachments: 8</b> source=AssignmentAssumption#page1.tif source=AssignmentAssumption#page2.tif source=AssignmentAssumption#page3.tif source=AssignmentAssumption#page4.tif source=AssignmentAssumption#page5.tif source=AssignmentAssumption#page6.tif source=AssignmentAssumption#page7.tif source=AssignmentAssumption#page8.tif	

## ASSIGNMENT AND ASSUMPTION

April 13, 2007

Reference is made to the Pledge and Security Agreement (Term Loan Collateral—First Lien), dated as of August 10, 2005 (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”); the Patent Security Agreement (First Lien), Trademark Security Agreement (First Lien), and Copyright Security Agreement (First Lien), each dated as of August 10, 2005, among BCBG Max Azria Group, Inc., BCBG MaxAzria Holdings, Inc., BCBG MaxAzria International Holdings, Inc., and MLA Multibrand Holdings, Inc. and Citicorp North America, Inc., as Collateral Agent (“Citicorp”); and the Trademark Security Agreement (First Lien) (the “2006 Trademark Security Agreement (First Lien)”), dated as of August 24, 2006, among BCBG Max Azria Group, Inc., BCBG MaxAzria Holdings, Inc., BCBG MaxAzria International Holdings, Inc., Max Rave, LLC, and MLA Multibrand Holdings, Inc. (collectively, the “Grantors”) and Citicorp (collectively, the “Intellectual Property Security Agreements”). Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein shall have the meanings given to them in the Pledge and Security Agreement.

WHEREAS, pursuant to the Patent Security Agreement (First Lien) recorded with the U.S. Patent and Trademark Office on August 12, 2005 at Reel/Frame No. 16397/0206, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Trademark Security Agreement (First Lien) recorded with the U.S. Patent and Trademark Office on August 12, 2005 at Reel/Frame No. 3140/0293, and the 2006 Trademark Security Agreement (First Lien) recorded with the U.S. Patent and Trademark Office on September 13, 2006 at Reel/Frame No. 3389/0798, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Copyright Security Agreement (First Lien) recorded with the U.S. Copyright Office on August 15, 2005 at Volume/Document No. 3527/999, Grantor granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Copyrights and proceeds of any and all of the foregoing;

WHEREAS, pursuant to that certain Third Amendment of Amended and Restated Credit and Guaranty Agreement dated as of the date hereof by and among the Grantors, Street Beat Sportswear, Inc., Goldman Sachs Credit Partners L.P. (“GSCP”) and the lenders party thereto (the “Third Amendment”), GSCP has been appointed Collateral Agent under, among

other Collateral Documents, the Pledge and Security Agreement and the Intellectual Property Security Agreements and Citicorp shall no longer be acting as Collateral Agent thereunder.

Citicorp hereby irrevocably assigns to GSCP, as successor Collateral Agent, without recourse, and GSCP hereby assumes from Citicorp, the interest in and to Citicorp's rights and obligations as Collateral Agent under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

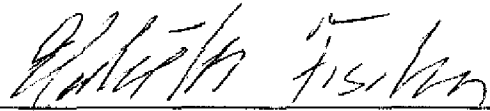
The effective date of this Assignment and Assumption shall be the date first set forth above (such date, the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to GSCP for recording by GSCP pursuant to the Pledge and Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office and the United States Copyright Office.

From and after the Effective Date, (a) GSCP shall be a party to the Pledge and Security Agreement and the Intellectual Property Security Agreements as Collateral Agent and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Collateral Agent thereunder and under the other Credit Documents and shall be bound by the provisions thereof and (b) Citicorp shall, to the extent provided in this Assignment and Assumption and the Third Amendment, relinquish its rights and be released from its obligations as Collateral Agent under the Pledge and Security Agreement, the Intellectual Property Security Agreements and the other Credit Documents.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Assignee

By:   
Name: Elizabeth Fischer  
Title: Authorized Signatory

Accepted:

CITICORP NORTH AMERICA, INC.  
as Assignor

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

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Assignee

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

Accepted:

CITICORP NORTH AMERICA, INC.  
as Assignor

By:                       
Name: **Thomas M. Halsch**  
Title: **Director**



SCHEDULE I  
to  
ASSIGNMENT AND ASSUMPTION

PATENT REGISTRATIONS AND APPLICATIONS

Record Owner	Title	Application No. Filing Date	Patent No. Issue Date
MLA Multibrand Holdings, Inc.	Purse design	29/201,771 03/19/04	D504,228 04/26/05

TRADEMARK REGISTRATIONS AND APPLICATIONS

I. U.S. REGISTERED TRADEMARKS

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	<b>BCBG</b>	74/616,805 12/30/94	1,939,918 12/05/95
MLA Multibrand Holdings, Inc.	BC BG	75/157,819 08/28/96	2,408,974 11/28/00
MLA Multibrand Holdings, Inc.	BC BG	75/157,820 08/28/96	2,162,708 06/02/98
MLA Multibrand Holdings, Inc.	BC BG	75/157,821 08/28/96	2,166,425 06/16/98
MLA Multibrand Holdings, Inc.	BC BG	75/157,823 08/28/96	2,229,364 03/02/99
MLA Multibrand Holdings, Inc.	BC BG MAX AZRIA	75/157,824 08/28/96	2,229,365 03/02/99
MLA Multibrand Holdings, Inc.	BC BG MAX AZRIA	75/157,828 08/28/96	2,162,709 06/02/98
MLA Multibrand Holdings, Inc.	BC BG MAX AZRIA	75/157,829 08/28/96	2,229,366 03/02/99
MLA Multibrand Holdings, Inc.	BC BG MAX AZRIA	75/157,838 08/28/96	2,160,919 05/26/98
MLA Multibrand Holdings, Inc.	BCBG	76/208,759 02/12/01	2,581,591 06/18/02
MLA Multibrand Holdings, Inc.	BCBG	76/208,760 02/12/01	2,872,074 08/10/04
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA	75/157,827 08/28/96	2,362,512 06/27/00
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA	76/208,758 02/12/01	2,581,590 06/18/02
MLA Multibrand Holdings, Inc.	BCBGIRLS	76/203,762 01/31/01	2,622,150 09/17/02
MLA Multibrand Holdings, Inc.	<b>BCBGirls</b>	76/402,575 04/29/02	2,754,256 08/19/03
MLA Multibrand Holdings, Inc.	BCBGIRLS	78/181,772 11/05/02	2,968,181 07/12/05

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	HERVE LEGER	75/062,842 02/26/96	2,090,637 08/26/97
MLA Multibrand Holdings, Inc.		75/062,840 02/26/96	2,062,875 05/20/97
MLA Multibrand Holdings, Inc.	MAXIME	75/519,725 07/16/98	2,285,116 10/12/99
MLA Multibrand Holdings, Inc.	PARALLEL	74/256,975 03/19/92	1,747,190 01/19/93
MLA Multibrand Holdings, Inc.	TO THE MAX	73/571,757 12/05/85	1,401,347 07/15/86
Max Rave, LLC	AMERICAN HIGH & DESIGN	73/671818 7/13/87	1480207 3/8/98
Max Rave, LLC	AMERICAN HIGH (STYLIZED)	73/671606 7/13/87	1477210 2/16/88
Max Rave, LLC	CLOTHESETERIA	73/529995 4/1/85	1371904 11/19/85
Max Rave, LLC	IN CHARGE & DESIGN	73/585183 2/28/86	1412422 10/07/86
Max Rave, LLC	G+G	73424908 5/9/83	1285656 7/10/84
Max Rave, LLC	LOLA & DESIGN	75135489 7/17/96	2463053 6/26/01
Max Rave, LLC	LOLA & DESIGN	73326612 9/3/81	1301774 10/23/84
Max Rave, LLC	SHOP COOL SAVE BIG	76453641 9/30/02	2889805 9/28/04
Max Rave, LLC	SHOP COOL . SAVE BIG	76453639 9/30/02	2885679 9/21/04

## II. U.S. TRADEMARK APPLICATIONS

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	BCBG ATTITUDE	78/455,976 07/23/04	pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897524 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897535 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897527 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897514 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897511 5/31/06	Pending

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	BCBG MAX AZRIA and Design	78/897519 5/31/06	Pending
MLA Multibrand Holdings, Inc.	BCBGUYS	78/303,559 09/22/03	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862087 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862113 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862110 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862116 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862121 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX	78/862134 4/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX AND CLEO	78/746383 11/3/05	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/827908 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/827937 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/837138 3/14/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/827925 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA	78/828014 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAX AZRIA COLLECTION	78/827896 3/2/06	Pending
MLA Multibrand Holdings, Inc.	MAXIMUS	78/846021 3/24/06	Pending
MLA Multibrand Holdings, Inc.	MAXIMUS	78/846033 3/24/06	Pending
MLA Multibrand Holdings, Inc.	PARALLEL	78/325,806 11/10/03	Pending
MLA Multibrand Holdings, Inc.	PARALLEL	78/534,723 12/17/04	Pending
MLA Multibrand Holdings, Inc.	PARALLEL	78/534,734 12/17/04	Pending
MLA Multibrand Holdings, Inc.	PARALLEL	78/534,742 12/17/04	Pending
MLA Multibrand Holdings, Inc.	VENUS FORTUNO	78/657,210 06/23/05	Pending
MLA Multibrand Holdings, Inc.	VENUS FORTUNO	78/657,243 06/23/05	Pending
MLA Multibrand Holdings, Inc.	VENUS FORTUNO	78/657,255 06/23/05	Pending

Owner	Trademark	Serial No. Filing Date	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	VENUS FORTUNO	78/657,266 06/23/05	Pending
MLA Multibrand Holdings, Inc.	VENUS FORTUNO	78/657,275 06/23/05	Pending
MLA Multibrand Holdings, Inc.	VENUS FORTUNO	78/657,283 06/23/05	Pending
Max Rave, LLC	LOLA	78/698589 8/23/05	Pending
Max Rave, LLC	LOLA	78/675922 7/22/05	Pending
Max Rave, LLC	MATERIAL NATION	76/612474 9/22/04	Pending
Max Rave, LLC	MAX RAVE	78/950683 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950690 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950695 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950702 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950705 8/11/06	Pending
Max Rave, LLC	MAX RAVE	78/950715 8/11/06	Pending

### III. STATE TRADEMARK REGISTRATIONS

Owner	State	Mark	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	California	TO THE MAX	93049 09/25/90

### COPYRIGHT REGISTRATIONS

Owner	Title	Registration No. Registration Date
MLA Multibrand Holdings, Inc.	Bamboo design	VA-1-123-697 03/28/02
MLA Multibrand Holdings, Inc.	Purse design	