

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
Max Rave LLC		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC, as Collateral Agent
Street Address:	135 East 57th St., 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1480207	AMERICAN HIGH
Registration Number:	1477210	AMERICAN HIGH
Registration Number:	1285656	G + G
Registration Number:	1412422	IN CHARGE
Serial Number:	78698589	LOLA
Serial Number:	78675922	LOLA
Registration Number:	2463053	LOLA
Registration Number:	1301774	LOLA
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

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Serial Number:	78950715	MAX RAVE
Registration Number:	2889805	SHOP COOL SAVE BIG
Registration Number:	2885679	SHOP COOL.SAVE BIG.

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	19932-13530
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/10/2007

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 30, 2007 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), is entered into by and between each of BCBG MAX AZRIA GROUP, INC., BCBG MAXAZRIA HOLDINGS, INC., BCBG MAXAZRIA INTERNATIONAL HOLDINGS, INC., MAX RAVE, LLC, MLA MULTIBRAND HOLDINGS, INC., and STREET BEAT SPORTSWEAR, INC. (collectively, "**Grantors**") and Guggenheim Corporate Funding, LLC, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of March 30, 2007 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. In order to secure its Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, 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, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (collectively, "**Trademarks**"), (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "**Trademark Licenses**"); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

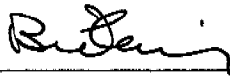
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BCBG MAX AZRIA GROUP, INC.
BCBG MAXAZRIA HOLDINGS, INC.
BCBG MAXAZRIA INTERNATIONAL
HOLDINGS, INC.
MAX RAVE, LLC
MLA MULTIBRAND HOLDINGS, INC.

By: 
Name: Brian Fleming
Title: Chief Financial Officer

STREET BEAT SPORTSWEAR, INC.
By: 
Name: Michel Amar
Title: Chief Executive Officer

Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By:  _____

Name: **Stephen D. Sautel**
Title: **Managing Director**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS

U.S. TRADEMARK STATUS CHART

**MLA Multibrand Holdings, Inc.
U.S. Trademark Portfolio (Federal and State)**

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
BC BG (stylized)	R 1939918	R 12/5/1995	25
BC BG	R 2162708	R 6/2/1998	18
BC BG	R 2166425	R 6/16/1998	9
BC BG	R 2229364	R 3/2/1999	35
BC BG	R 2408974	R 11/28/2000	14
BC BG MAX AZRIA	R 2160919	R 5/26/1998	25
BC BG MAX AZRIA	R 2162709	R 6/2/1998	18
BC BG MAX AZRIA	R 2229365	R 3/2/1999	35
BC BG MAX AZRIA	R 2229366	R 3/2/1999	9
BCBG	R 2872074	R 8/10/2004	4
BCBG	R 2581591	R 6/18/2002	3
BCBG ATTITUDE	R 3094172	R 5/16/2006	25
BCBG MAX AZRIA	R 2581590	R 6/18/2002	3
BCBG MAX AZRIA	R 2362512	R 6/27/2000	14
BCBG MAX AZRIA Logo	A 78897511	F 5/31/2006	3
BCBG MAX AZRIA Logo	A 78897514	F 5/31/2006	9
BCBG MAX AZRIA Logo	A 78897519	F 5/31/2006	14
BCBG MAX AZRIA Logo	A 78897524	F 5/31/2006	18
BCBG MAX AZRIA Logo	A 78897527	F 5/31/2006	25
BCBG MAX AZRIA Logo	A 78897535	F 5/31/2006	35

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
BCBGMAXAZRIA RUNWAY	A 77012409	F 10/3/2006	25
BCBGIRLS	R 2968181	R 7/12/2005	18
BCBGIRLS	R 2622150	R 9/17/2002	3
BCBGIRLS	R 2754256	R 8/19/2003	25
BCBGUYS	A 78303559	F 9/22/2003	25
HERVE LEGER	R 2090637	R 8/26/1997	3, 18, 25
HERVE LEGER PARIS & Design	R 2062875	R 5/20/1997	25
MAX	A 78862087	F 4/14/2006	3
MAX	A 78862113	F 4/14/2006	9
MAX	A 78862110	F 4/14/2006	14
MAX	A 78862116	F 4/14/2006	18
MAX	A 78862121	F 4/14/2006	25
MAX	A 78862134	F 4/14/2006	35
MAX AND CLEO	R 3153856	R 10/10/2006	25
MAX AZRIA	A 78827908	F 3/2/2006	3
MAX AZRIA	A 78827937	F 3/2/2006	9
MAX AZRIA	A 78837138	F 3/14/2006	14
MAX AZRIA	A 78827925	F 3/2/2006	18
MAX AZRIA	A 78828014	F 3/2/2006	25
MAXAZRIACOLLECTION	A 78827896	F 3/3/2006	3
MAXIME	R 2285116	R 10/12/1999	25
MAXIMUS	A 78846021	F 3/24/2006	25
MAXIMUS	A 78846033	F 3/24/2006	35
PARALLEL	R 1747190	R 1/19/1993	25

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
PARALLEL	A 78325806	F 11/10/2003	18
PARALLEL	A 78534723	F 12/17/2004	9
PARALLEL	A 78534734	F 12/17/2004	14
PARALLEL	A 78534742	F 12/17/2004	25
PARALLEL	A 77117642	F 2/27/2007	35
PARALLEL UNIVERSE	A 77124653	F 3/7/2007	25
PARALLEL UNIVERSE	A 77124672	F 3/7/2007	35
TO THE MAX	R 1401347	R 7/15/1986	25
TO THE MAX (California State Registration)	R 93049	R 9/25/2010	25

Max Rave LLC
U.S. Trademark Portfolio (Federal and State)

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
AMERICAN HIGH & Design	R 1480207	R 3/08/1988	25
AMERICAN HIGH (stylized)	R 1477210	R 2/16/1988	42
G + G	R <u>1285656</u>	R 7/10/1984	42
IN CHARGE & Design	R 1412422	R 10/07/1986	25
LOLA	A <u>78698589</u>	F 08/23/2005	25
LOLA	A 78675922	F 07/22/2005	35
LOLA & Design	R <u>2463053</u>	R. 06/26/2001	25
LOLA & Design	R. 1301774	R 10/23/1984	25
MAX RAVE	A 78950683	F 8/11/2006	3
MAX RAVE	A 78950690	F 8/11/2006	9
MAX RAVE	A 78950695	F 8/11/2006	14
MAX RAVE	A 78950702	F 8/11/2006	18
MAX RAVE	A 78950705	F 8/11/2006	25
MAX RAVE	A 78950715	F 8/11/2006	35
SHOP COOL SAVE BIG	R 2889805	R 9/28/2004	35
SHOP COOL. SAVE BIG.	R 2885679	R 9/21/2004	35

See additional state registrations attached to this Schedule.

U.S. TRADEMARK STATUS CHART

Street Beat Sportswear, Inc.

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
Farlow	A 78693029	F 8-15-05	IC 025
Street Beat	A 78727152	F 10-5-05	IC 025
Farlow	A 78888229	F 5-19-06	IC 003, 009, 014, 018, 021, 024, 035
MGY	A 78675512	F 7-21-05	IC 025
Chazal	A 78457414	F 7-27-04	IC 025
True People	R 2435939	R 3-13-01	IC 025
Visual F/X	R 2332581	R 3-21-00	IC 025
FARLOW	A 77140606	F 3-26-07	IC 025
TRUE PEOPLE	A 77065550	F 12-15-06	IC 35