

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MLA Multibrand Holdings, Inc.		03/11/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Goldman Sachs Credit Partners L.P.
<b>Street Address:</b>	One New York Plaza
<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: 20**

Property Type	Number	Word Mark
Serial Number:	77322978	
Serial Number:	77348730	BCBGENERATION
Serial Number:	77348738	BCBGENERATION
Serial Number:	77348743	BCBGENERATION
Serial Number:	77348756	BCBGENERATION
Serial Number:	77348765	BCBGENERATION
Serial Number:	77348777	BCBGENERATION
Serial Number:	77012409	BCBGMAXAZRIA RUNWAY
Serial Number:	77323895	NAKED CLOTH
Serial Number:	77323908	NAKED CLOTH
Serial Number:	77117642	PARALLEL
Serial Number:	77124653	PARALLEL UNIVERSE
Serial Number:	77124672	PARALLEL UNIVERSE
Serial Number:	77341648	TO THE MAX

OP \$515.00 77322978

Serial Number:	77245898	UNINHIBITED
Serial Number:	77245904	UNINHIBITED
Serial Number:	77245913	UNINHIBITED
Serial Number:	77245915	UNINHIBITED
Serial Number:	77245919	UNINHIBITED
Serial Number:	77245925	UNINHIBITED

**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:	03/12/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Pursuant to this Trademark Security Agreement, dated as of March 11, 2008 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), MLA MULTIBRAND HOLDINGS, INC. (the "Grantor") is pledging its interests in the Trademark Collateral (as defined below) to GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of August 10, 2005 (as amended from time to time, the "Pledge and Security Agreement") between the Grantor, affiliates of the Grantor and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees 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, the Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the 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 the Grantor is licensee or licensor thereunder)(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 the Grantor hereby acknowledges and affirms 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, the 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.

MLA MULTIBRAND HOLDINGS, INC.

By:   
Name: Brian Flenny  
Title: CFO

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Mark	Application No. Filing Date	Registration No. Registration Date
	77/322,978 11/06/07	
BCBGENERATION	77/348,730 12/11/07	
BCBGENERATION	77/348,738 12/11/07	
BCBGENERATION	77/348,743 12/11/07	
BCBGENERATION	77/348,756 12/11/07	
BCBGENERATION	77/348,765 12/11/07	
BCBGENERATION	77/348,777 12/11/07	
BCBGMAXAZRIA RUNWAY	77/012,409 10/03/06	
NAKED CLOTH	77/323,895 11/07/07	
NAKED CLOTH	77/323,908 11/07/07	
PARALLEL	77/117,642 02/27/07	3338772 11/20/07
PARALLEL UNIVERSE	77/124,653 03/07/07	
PARALLEL UNIVERSE	77/124,672 03/07/07	
<small>TO THE</small> MAX	77/341,648 11/30/07	
UNINHIBITED	77/245,898 08/02/07	

Mark	Application No. Filing Date	Registration No. Registration Date
UNINHIBITED	77/245,904 08/02/07	
UNINHIBITED	77/245,913 08/02/07	
UNINHIBITED	77/245,915 08/02/07	
UNINHIBITED	77/245,919 08/02/07	
UNINHIBITED	77/245,925 08/02/07	