

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
Juicy Couture, Inc.		01/12/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	3445902	74
Registration Number:	3345738	BORN IN THE GLAMOROUS USA
Registration Number:	3455823	BORN IN THE GLAMOROUS USA
Registration Number:	3510166	BORN IN THE GLAMOROUS USA
Registration Number:	2882280	CHOOSE JUICY
Registration Number:	3481417	CHOOSE WATER
Registration Number:	3354458	COUTURE COUTURE
Registration Number:	3525082	DIRTY ENGLISH
Registration Number:	3510328	DOGGY COUTURE
Registration Number:	3149134	EXTRA JUICY
Registration Number:	3532837	FOR NICE GIRLS WHO LIKE STUFF
Registration Number:	3354006	J JUICY COUTURE
Registration Number:	3499543	JM JUICY COUTURE
Registration Number:	2285232	JUICY

OP \$2340.00 3445902

Registration Number:	3038147	JUICY
Registration Number:	2995654	JUICY
Serial Number:	78720344	JUICY
Registration Number:	3381433	JUICY
Registration Number:	3233785	JUICY BABY
Registration Number:	2348674	JUICY COUTURE
Registration Number:	2882279	JUICY COUTURE
Registration Number:	3194741	JUICY COUTURE
Registration Number:	2978046	JUICY COUTURE
Registration Number:	3451212	JUICY COUTURE
Registration Number:	3146100	JUICY COUTURE
Registration Number:	3346828	JUICY COUTURE
Registration Number:	2995498	JUICY COUTURE BABY
Registration Number:	3329779	JUICY GIRL
Registration Number:	3265587	JUICY GIRL
Registration Number:	2387924	JUICY JEANS
Registration Number:	2885825	MADE IN THE GLAMOROUS U.S.A.
Registration Number:	3066756	
Registration Number:	3395794	
Registration Number:	3451056	SMELLS LIKE COUTURE
Serial Number:	77426195	VIVA LA JUICY
Serial Number:	77575405	BIRD BY JUICY COUTURE
Serial Number:	77575459	BIRD BY JUICY COUTURE
Serial Number:	77578012	BIRD BY JUICY COUTURE
Serial Number:	78855837	BORN IN THE GLAMOROUS USA
Serial Number:	78511517	CASA JUICY COUTURE
Serial Number:	77528335	CHOOSE COOL
Serial Number:	77531286	CHOOSE COOL
Serial Number:	77531251	CHOOSE SLEEP
Serial Number:	77145030	COIF FUR
Serial Number:	78681373	COUTURE COUTURE
Serial Number:	78834572	COUTURE COUTURE
Serial Number:	78683684	COUTURE COUTURE LOS ANGELES
Serial Number:	78334247	COUTURE CUT
Serial Number:	78868675	COUTURE FOR SNACKS

Serial Number:	78868705	COUTURE FOR SNACKS
Serial Number:	78879459	COUTURE ON THE GO
Serial Number:	78879478	COUTURE ON THE GO
Serial Number:	78879484	COUTURE ON THE GO
Serial Number:	77566792	DAYDREAMER
Serial Number:	77308629	DIRTY ENGLISH
Serial Number:	77436087	DIRTY ENGLISH
Serial Number:	77146373	DOGGY JET SET
Serial Number:	77486552	DOWN DOG COUTURE
Serial Number:	77487676	DOWN DOG COUTURE
Serial Number:	78959781	FOR NICE GIRLS WHO LIKE STUFF
Serial Number:	78959793	FOR NICE GIRLS WHO LIKE STUFF
Serial Number:	78959803	FOR NICE GIRLS WHO LIKE STUFF
Serial Number:	78979585	FOR NICE GIRLS WHO LIKE STUFF
Serial Number:	77525951	FRONT BACK
Serial Number:	77184419	J
Serial Number:	78879495	JUICY COUTURE
Serial Number:	78879499	JUICY COUTURE
Serial Number:	77470227	JUICY COUTURE
Serial Number:	77509864	JUICY COUTURE
Serial Number:	77531305	JUICY COUTURE
Serial Number:	77531320	JUICY COUTURE
Serial Number:	77464709	JUICY COUTURE
Serial Number:	77234663	JUICY GIRL
Serial Number:	78879516	LET THEM EAT COUTURE
Serial Number:	78879521	LET THEM EAT COUTURE
Serial Number:	78879524	LET THEM EAT COUTURE
Serial Number:	78879526	LIVE FOR SUGAR
Serial Number:	78879532	LIVE FOR SUGAR
Serial Number:	78879539	LIVE FOR SUGAR
Serial Number:	78680187	LOVE G&P
Serial Number:	78778561	LOVE G&P JUICY COUTURE BORN IN THE GLAMOROUS USA
Serial Number:	78823729	LOVE G&P JUICY COUTURE BORN IN THE GLAMOROUS USA

Serial Number:	77443686	
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Serial Number:	77470651	
Serial Number:	77144991	PAWLETTES
Serial Number:	77145878	POLISHED PAWS
Serial Number:	77146029	POSH POOCH SET
Serial Number:	77145095	PUP POURRI
Serial Number:	78959729	BORN IN THE GLAMOROUS USA
Serial Number:	77310768	JM JUICY COUTURE
Serial Number:	77146504	PAWTECTION
Serial Number:	77144949	SHAMPOOCH

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0696
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/18/2009

Total Attachments: 12
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 12, 2009 is made by Juicy Couture, Inc., a California corporation (the “Company”), in favor of JPMorgan Chase Bank, N.A., a National Banking Association, as US Collateral Agent (the “US Collateral Agent”) for the Secured Parties (as defined in the US Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 12, 2009, among the Company, the Borrowers party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent, the US Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent, the several banks and other financial institutions (the “Lenders”) and the other Loan Parties (as defined therein) from time to time parties thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers as set forth therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a US Pledge and Security Agreement, dated as of January 12, 2009, in favor of the US Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “US Security Agreement”);

WHEREAS, pursuant to the US Security Agreement, the Company pledged and granted to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties a continuing security interest in the Trademarks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans pursuant to the Credit Agreement and other financial accommodations to the Borrowers, the Company agrees, for the benefit of the US Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the US Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the US Security Agreement).

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the US Collateral Agent for the benefit of the US Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the US Security Agreement and is expressly subject to the terms and conditions thereof. The US Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

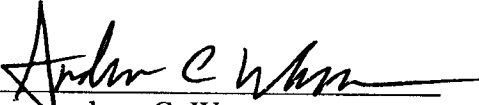
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 12 day of January, 2009.

JUICY COUTURE, INC., as the Company

By: 
Name: Andrew C. Warren
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as US Collateral Agent for the Secured Parties

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 12 day of January, 2009.

JUICY COUTURE, INC.,
as the Company


By: _____
Name:
Title:


JPMORGAN CHASE BANK, N.A.
as US Collateral Agent for the Secured Parties



By: [Signature]
Name: [Signature]
Title: SVP

SCHEDULE A

U.S. Trademark Registrations

Trademark	Serial Number/ Registration Number
74 74	SN:77-067397 RN:3,445,902
BORN IN THE GLAMOROUS USA BORN IN THE GLAMOROUS USA	SN:78-806608 RN:3,345,738
BORN IN THE GLAMOROUS USA BORN IN THE GLAMOROUS USA	SN:78-959713 RN:3,455,823
BORN IN THE GLAMOROUS USA BORN IN THE GLAMOROUS USA	SN:78-959721 RN:3,510,166
CHOOSE JUICY	SN:76-355074 RN:2,882,280
CHOOSE WATER CHOOSE WATER	SN:77-121192 RN:3,481,417
COUTURE COUTURE	SN:78-978994 RN:3,354,458
DIRTY ENGLISH DIRTY ENGLISH	SN:77-204736 RN:3,525,082
DOGGY COUTURE (Stylized) Doggy Couture	SN:78-972997 RN:3,510,328
EXTRA JUICY	SN:76-551874 RN:3,149,134
FOR NICE GIRLS WHO LIKE STUFF FOR NICE GIRLS WHO LIKE STUFF	SN:78-789026 RN:3,532,837
J JUICY COUTURE and Design 	SN:78-844676 RN:3,354,006


Trademark	Serial Number/ Registration Number
JM JUICY COUTURE and Design  Juicy Couture	SN:77-032126 RN:3,499,543
JUICY	SN:75-538291 RN:2,285,232
JUICY	SN:76-355072 RN:3,038,147
JUICY	SN:76-977221 RN:2,995,654
JUICY	SN:78-720344
JUICY JUICY	SN:77-210732 RN:3,381,433
JUICY BABY	SN:76-376647 RN:3,233,785
JUICY COUTURE	SN:75-743731 RN:2,348,674
JUICY COUTURE	SN:76-355073 RN:2,882,279
JUICY COUTURE	SN:76-376638 RN:3,194,741
JUICY COUTURE	SN:76-977226 RN:2,978,046
JUICY COUTURE	SN:78-879503 RN:3,451,212
JUICY COUTURE	SN:76-978162 RN:3,146,100
JUICY COUTURE	SN:77-033935 RN:3,346,828
JUICY COUTURE	
JUICY COUTURE BABY	SN:76-355510 RN:2,995,498
JUICY GIRL	SN:75-718579 RN:3,329,779
JUICY GIRL	SN:76-978523 RN:3,265,587
JUICY JEANS	SN:75-853613 RN:2,387,924

Trademark	Serial Number/ Registration Number
MADE IN THE GLAMOROUS U.S.A.	SN:76-507435 RN:2,885,825
MISCELLANEOUS DESIGN 	SN:78-418542 RN:3,066,756
MISCELLANEOUS DESIGN 	SN:78-515407 RN:3,395,794
SMELLS LIKE COUTURE SMELLS LIKE COUTURE	SN:78-786416 RN:3,451,056
VIVA LA JUICY VIVA LA JUICY	SN:77-426195


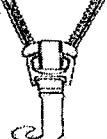

U.S. Trademark Applications



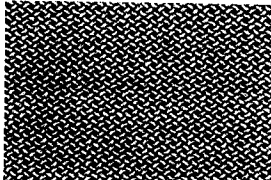
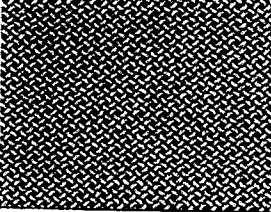
Trademark	Serial Number
BIRD BY JUICY COUTURE BIRD BY JUICY COUTURE	SN:77-575405
BIRD BY JUICY COUTURE BIRD BY JUICY COUTURE	SN:77-575459
BIRD BY JUICY COUTURE BIRD BY JUICY COUTURE	SN:77-578012
BORN IN THE GLAMOROUS USA BORN IN THE GLAMOROUS USA	SN:78-855837
CASA JUICY COUTURE	SN:78-511517
CHOOSE COOL CHOOSE COOL	SN:77-528335
CHOOSE COOL CHOOSE COOL	SN:77-531286
CHOOSE SLEEP CHOOSE SLEEP	SN:77-531251
COIF FUR COIF FUR	SN:77-145030
COUTURE COUTURE COUTURE COUTURE	SN:78-681373
COUTURE COUTURE COUTURE COUTURE	SN:78-834572
COUTURE COUTURE LOS ANGELES COUTURE COUTURE LOS ANGELES	SN:78-683684
COUTURE CUT	SN:78-334247
COUTURE FOR SNACKS COUTURE FOR SNACKS	SN:78-868675

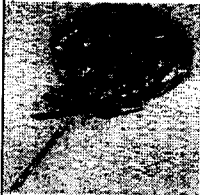

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Trademark	Serial Number
COUTURE FOR SNACKS COUTURE FOR SNACKS	SN:78-868705
COUTURE ON THE GO COUTURE ON THE GO	SN:78-879459
COUTURE ON THE GO Couture On The Go	SN:78-879478
COUTURE ON THE GO Couture On The Go	SN:78-879484
DAYDREAMER DAYDREAMER	SN:77-566792
DIRTY ENGLISH	SN:77-308629
DIRTY ENGLISH and Design 	SN:77-436087
DOGGY JET SET DOGGY JET SET	SN:77-146373
DOWN DOG COUTURE DOWN DOG COUTURE	SN:77-486552
DOWN DOG COUTURE DOWN DOG COUTURE	SN:77-487676
FOR NICE GIRLS WHO LIKE STUFF FOR NICE GIRLS WHO LIKE STUFF	SN:78-959781
FOR NICE GIRLS WHO LIKE STUFF FOR NICE GIRLS WHO LIKE STUFF	SN:78-959793
FOR NICE GIRLS WHO LIKE STUFF FOR NICE GIRLS WHO LIKE STUFF	SN:78-959803
FOR NICE GIRLS WHO LIKE STUFF	SN:78-979585

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Trademark	Serial Number
FRONT BACK and Design 	SN:77-525951
J and Design 	SN:77-184419
JUICY JUICY	SN:78-720344
JUICY COUTURE JUICY COUTURE	SN:78-879495
JUICY COUTURE JUICY COUTURE	SN:78-879499
JUICY COUTURE JUICY COUTURE	SN:77-470227
JUICY COUTURE JUICY COUTURE	SN:77-509864
JUICY COUTURE JUICY COUTURE	SN:77-531305
JUICY COUTURE JUICY COUTURE	SN:77-531320
JUICY COUTURE and Design 	SN:77-464709
JUICY GIRL JUICY GIRL	SN:77-234663
LET THEM EAT COUTURE Let Them Eat Couture	SN:78-879516

Trademark	Serial Number
LET THEM EAT COUTURE Let Them Eat Couture	SN:78-879521
LET THEM EAT COUTURE Let Them Eat Couture	SN:78-879524
LIVE FOR SUGAR Live for Sugar	SN:78-879526
LIVE FOR SUGAR Live for Sugar	SN:78-879532
LIVE FOR SUGAR Live for Sugar	SN:78-879539
LOVE G&P LOVE G&P	SN:78-680187
LOVE G&P JUICY COUTURE BORN IN THE GLAMOROUS USA and Design 	SN:78-778561
LOVE G&P JUICY COUTURE BORN IN THE GLAMOROUS USA and Design 	SN:78-823729
MISCELLANEOUS DESIGN 	SN:77-443686
MISCELLANEOUS DESIGN 	SN:77-443861

Trademark	Serial Number
MISCELLANEOUS DESIGN 	SN:77-470651
PAWLETTES PAWLETTES	SN:77-144991
POLISHED PAWS POLISHED PAWS	SN:77-145878
POSH POOCH SET POSH POOCH SET	SN:77-146029
PUP POURRI PUP POURRI	SN:77-145095
VIVA LA JUICY VIVA LA JUICY	SN:77-426195
BORN IN THE GLAMOROUS USA <small>BORN IN THE GLAMOROUS USA</small>	SN:78-959729
JM JUICY COUTURE and Design 	SN:77-310768
PAWTECTION PAWTECTION	SN:77-146504
SHAMPOOCH SHAMPOOCH	SN:77-144949