

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
Lucky Brand Dungarees, Inc.		01/12/2009	CORPORATION: DELAWARE

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: 109

Property Type	Number	Word Mark
Registration Number:	2618444	LUCKY BRAND
Registration Number:	2659819	LUCKY GIRLS
Registration Number:	1646123	LUCKY BRAND
Registration Number:	2330052	LUCKY BRAND
Registration Number:	2381638	LUCKY
Registration Number:	2469997	LUCKY ME
Registration Number:	2646076	LUCKYVILLE
Registration Number:	2383437	WEAR US BE LUCKY
Registration Number:	3407935	LUCKY BRAND
Registration Number:	3500183	LUCKY KID
Registration Number:	2598783	LUCKYVILLE
Registration Number:	3522929	
Registration Number:	3301264	YOUR NEIGHBORHOOD JEAN STORE
Registration Number:	2795162	LUCKY BRAND

OP \$2740.00 2618444

Registration Number:	2667353	HOT PINK
Registration Number:	2158107	LUCKY BRAND DUNGAREES OF AMERICA TOO TOUGH TO DIE
Registration Number:	1739962	LUCKY YOU
Registration Number:	2583368	LUCKY YOU LUCKY BRAND
Registration Number:	2724936	LUCKY YOU LUCKY BRAND
Registration Number:	2698314	LUCKY YOU LUCKY BRAND
Registration Number:	2400358	
Registration Number:	2698194	
Registration Number:	2271432	THE LUCKY BRAND FOUNDATION MAKING A DIFFERENCE NOW
Registration Number:	1886118	LUCKY YOU
Registration Number:	2129881	
Registration Number:	2863878	AMERICAN DUNGAREES CO.
Registration Number:	3494965	DENIM HIGHWAY
Registration Number:	3418018	LOVE NOTE
Registration Number:	3417110	LUCKY
Registration Number:	3517270	LUCKY
Registration Number:	2903532	LUCKY BABY
Registration Number:	2572426	LUCKY BRAND
Registration Number:	2756608	LUCKY BRAND
Registration Number:	3104220	LUCKY BRAND
Registration Number:	2655004	LUCKY BRAND
Registration Number:	2725491	LUCKY BRAND
Registration Number:	2846556	LUCKY BRAND
Registration Number:	3506278	LUCKY BRAND
Registration Number:	2883694	LUCKY BRAND
Registration Number:	2703123	LUCKY BRAND BLUE JEANS
Registration Number:	2686829	LUCKY BRAND DUNGAREES
Registration Number:	2936774	LUCKY BRAND DUNGAREES
Registration Number:	3107591	LUCKY BRAND DUNGAREES
Registration Number:	3041039	LUCKY BRAND JEANS
Registration Number:	2888374	LUCKY BRAND TRADE MARK LUCKY BRAND BATHING SUITS
Registration Number:	2931758	LUCKY DREAMS
Registration Number:	3378468	LUCKY GIRLS

Registration Number:	3379267	LUCKY HOUND
Registration Number:	3387018	LUCKY KID
Registration Number:	2875690	LUCKY NIGHTS
Registration Number:	3265128	LUCKY NUMBER 6 LUCKY
Registration Number:	2861488	LUCKY SOUNDS
Registration Number:	2857464	LUCKYBRANDJEANS.COM
Registration Number:	2113726	
Registration Number:	3483612	
Registration Number:	2847558	PRIDE & JOY
Registration Number:	3051792	RN#80318
Registration Number:	2306342	LUCKY YOU
Registration Number:	2050091	
Serial Number:	77146201	ROCK & STONE
Serial Number:	77326178	ROCK & STONE
Serial Number:	77326227	ROCK & STONE
Serial Number:	77328147	ROCK & STONE
Serial Number:	77328178	ROCK & STONE
Serial Number:	77478716	LUCKY BREAK
Serial Number:	77378329	PEACE LOVE LUCK
Serial Number:	77410120	GIVE LOVE
Serial Number:	77517021	BOYFRIEND LINK
Serial Number:	77525876	GIVE HOPE
Serial Number:	77409966	GIVE LOVE
Serial Number:	77410044	GIVE LOVE
Serial Number:	77410967	GIVE LOVE
Serial Number:	77377022	GIVE LUCK
Serial Number:	77377031	GIVE PEACE
Serial Number:	77284195	INDIGO CLOVER
Serial Number:	77517138	LIVE IN LOVE
Serial Number:	77411027	LOVE BY LUCKY BRAND
Serial Number:	77411106	LOVE BY LUCKY BRAND
Serial Number:	77371305	LUCK BY LUCKY BRAND
Serial Number:	77284182	LUCKSTER
Serial Number:	77166045	LUCKY
Serial Number:	77182493	LUCKY BRAND

Serial Number:	77615906	LUCKY BRAND
Serial Number:	77002916	LUCKY HOUND
Serial Number:	78923481	LUCKY KID
Serial Number:	78923493	LUCKY KID
Serial Number:	78923501	LUCKY KID
Serial Number:	77372213	LUCKY LEGEND
Serial Number:	77587510	LUCKY LOUNGE
Serial Number:	77550397	LUCKY REVOLUTION
Serial Number:	77480271	LUCKY SMILES
Serial Number:	77184367	LUCKY U
Serial Number:	77189255	LUCKY U
Serial Number:	77529755	MAKE LUCK HAPPEN
Serial Number:	77526103	MIA
Serial Number:	77409864	
Serial Number:	77409921	
Serial Number:	77410005	
Serial Number:	77517182	
Serial Number:	77517769	
Serial Number:	77411088	PEACE BY LUCKY BRAND
Serial Number:	77411124	PEACE BY LUCKY BRAND
Serial Number:	77378288	PEACE LOVE LUCK
Serial Number:	77107488	ROCK 'N ROLL CIRCUS
Serial Number:	77107498	ROCK 'N ROLL CIRCUS
Serial Number:	77256676	ROCK 'N ROLL CIRCUS
Serial Number:	77135172	ROCK N' STONE
Serial Number:	77550349	VINTAGE VICES
Serial Number:	77256699	ROCK 'N ROLL CIRCUS

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:	/m/
Date:	02/19/2009

Total Attachments: 15

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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 Lucky Brand Dungarees, Inc., a Delaware 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.

LUCKY BRAND DUNGAREES, 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.

LUCKY BRAND DUNGAREES, INC., as the Company

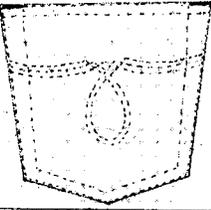
By: _____
Name:
Title:

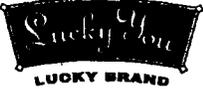
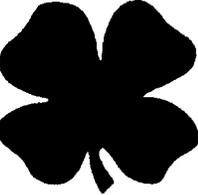
JPMORGAN CHASE BANK, N.A.
as US Collateral Agent for the Secured Parties

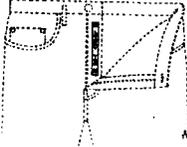
By: Kathleen C. Maggi
Name: Kathleen C. Maggi
Title: SVP

SCHEDULE A

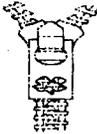
U.S. Trademark Registrations

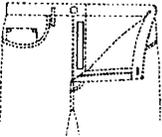
Trademark	Serial Number/ Registration Number
LUCKY BRAND and Design <i>Lucky Brand</i> 	SN:75-271746 RN:2,618,444
LUCKY GIRLS	SN:75-542838 RN:2,659,819
LUCKY BRAND	SN:74-082798 RN:1,646,123
LUCKY BRAND	SN:75-117087 RN:2,330,052
LUCKY and Design  LUCKY 	SN:75-849333 RN:2,381,638
LUCKY ME	SN:75-450495 RN:2,469,997
LUCKYVILLE	SN:75-543878 RN:2,646,076
WEAR US BE LUCKY and Design WEAR US  BE LUCKY	SN:75-849657 RN:2,383,437
LUCKY BRAND LUCKY BRAND	SN:77-068530 RN:3,407,935
LUCKY KID LUCKY KID	SN:78-833361 RN:3,500,183
LUCKYVILLE	SN:75-981666 RN:2,598,783
MISCELLANEOUS DESIGN 	SN:77-536894 RN:3,522,929
YOUR NEIGHBORHOOD JEAN STORE	SN:77-081130 RN:3,301,264
LUCKY BRAND	SN:75-852779 RN:2,795,162
HOT PINK	SN:75-334895 RN:2,667,353

Trademark	Serial Number/ Registration Number
LUCKY BRAND DUNGAREES OF AMERICA TOO TOUGH TO DIE and Design 	SN:75-118448 RN:2,158,107
LUCKY YOU	SN:74-267253 RN:1,739,962
LUCKY YOU LUCKY BRAND	SN:76-046470 RN:2,583,368
LUCKY YOU LUCKY BRAND (Stylized) 	SN:76-084522 RN:2,724,936
LUCKY YOU LUCKY BRAND and Design 	SN:76-093573 RN:2,698,314
MISCELLANEOUS DESIGN 	SN:75-117085 RN:2,400,358
MISCELLANEOUS DESIGN 	SN:75-980603 RN:2,698,194

Trademark	Serial Number/ Registration Number
THE LUCKY BRAND FOUNDATION MAKING A DIFFERENCE NOW and Design 	SN:75-340734 RN:2,271,432
LUCKY YOU and Design 	SN:74-384152 RN:1,886,118
MISCELLANEOUS DESIGN 	SN:75-117852 RN:2,129,881
AMERICAN DUNGAREES CO.	SN:78-290871 RN:2,863,878
DENIM HIGHWAY DENIM HIGHWAY	SN:77-257836 RN:3,494,965
LOVE NOTE LOVE NOTE	SN:77-257899 RN:3,418,018
LUCKY LUCKY	SN:77-153076 RN:3,417,110
LUCKY and Design 	SN:77-151902 RN:3,517,270
LUCKY BABY LUCKY BABY	SN:78-334239 RN:2,903,532
LUCKY BRAND	SN:75-141074 RN:2,572,426
LUCKY BRAND	SN:75-977217 RN:2,756,608

Trademark	Serial Number/ Registration Number
LUCKY BRAND	SN:75-924261 RN:3,104,220
LUCKY BRAND	SN:76-282385 RN:2,655,004
LUCKY BRAND	SN:76-304138 RN:2,725,491
LUCKY BRAND	SN:78-154662 RN:2,846,556
LUCKY BRAND LUCKY BRAND	SN:77-299071 RN:3,506,278
LUCKY BRAND and Design 	SN:76-495899 RN:2,883,694
LUCKY BRAND BLUE JEANS	SN:76-282386 RN:2,703,123
LUCKY BRAND DUNGAREES	SN:75-030041 RN:2,686,829
LUCKY BRAND DUNGAREES	SN:78-141675 RN:2,936,774
LUCKY BRAND DUNGAREES and Design 	SN:78-321365 RN:3,107,591
LUCKY BRAND JEANS	SN:78-513557 RN:3,041,039
LUCKY BRAND TRADE MARK LUCKY BRAND BATHING SUITS and Design 	SN:76-495860 RN:2,888,374
LUCKY DREAMS	SN:78-221879 RN:2,931,758

Trademark	Serial Number/ Registration Number
LUCKY GIRLS	SN:78-251335 RN:3,378,468
LUCKY HOUND	SN:77-975131 RN:3,379,267
LUCKY KID	SN:78-979507 RN:3,387,018
LUCKY NIGHTS	SN:78-221881 RN:2,875,690
LUCKY NUMBER 6 LUCKY and Design 	SN:78-972420 RN:3,265,128
LUCKY SOUNDS	SN:78-188347 RN:2,861,488
LUCKYBRANDJEANS.COM	SN:76-496530 RN:2,857,464
MISCELLANEOUS DESIGN 	SN:75-137075 RN:2,113,726
MISCELLANEOUS DESIGN 	SN:77-254756 RN:3,483,612
PRIDE & JOY	SN:78-264920 RN:2,847,558
RN#80318	SN:78-976550 RN:3,051,792
LUCKY YOU	SN:75-117086 RN:2,306,342

Trademark	Serial Number/ Registration Number
MISCELLANEOUS DESIGN 	SN:74-384234 RN:2,050,091

U.S. Trademark Applications

Trademark	Serial Number
ROCK & STONE ROCK & STONE	SN:77-146201
ROCK & STONE ROCK & STONE	SN:77-326178
ROCK & STONE ROCK & STONE	SN:77-326227
ROCK & STONE ROCK & STONE	SN:77-328147
ROCK & STONE ROCK & STONE	SN:77-328178
LUCKY BREAK LUCKY BREAK	SN:77-478716
PEACE LOVE LUCK PEACE LOVE LUCK	SN:77-378329
GIVE LOVE and Design 	SN:77-410120
BOYFRIEND LINK BOYFRIEND LINK	SN:77-517021
GIVE HOPE GIVE HOPE	SN:77-525876
GIVE LOVE and Design 	SN:77-409966

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Trademark	Serial Number
GIVE LOVE and Design 	SN:77-410044
GIVE LOVE and Design 	SN:77-410967
GIVE LUCK GIVE LUCK	SN:77-377022
GIVE PEACE GIVE PEACE	SN:77-377031
INDIGO CLOVER INDIGO CLOVER	SN:77-284195
LIVE IN LOVE LIVE IN LOVE	SN:77-517138
LOVE BY LUCKY BRAND LOVE BY LUCKY BRAND	SN:77-411027
LOVE BY LUCKY BRAND LOVE BY LUCKY BRAND	SN:77-411106
LUCK BY LUCKY BRAND LUCK BY LUCKY BRAND	SN:77-371305
LUCKSTER LUCKSTER	SN:77-284182
LUCKY LUCKY	SN:77-166045
LUCKY BRAND LUCKY BRAND	SN:77-182493

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Trademark	Serial Number
LUCKY BRAND	SN: 77615906
LUCKY HOUND LUCKY HOUND	SN:77-002916
LUCKY KID LUCKY KID	SN:78-923481
LUCKY KID LUCKY KID	SN:78-923493
LUCKY KID LUCKY KID	SN:78-923501
LUCKY LEGEND LUCKY LEGEND	SN:77-372213
LUCKY LOUNGE LUCKY LOUNGE	SN:77-587510
LUCKY REVOLUTION LUCKY REVOLUTION	SN:77-550397
LUCKY SMILES LUCKY SMILES	SN:77-480271
LUCKY U LUCKY U	SN:77-184367
LUCKY U LUCKY U	SN:77-189255
MAKE LUCK HAPPEN MAKE LUCK HAPPEN	SN:77-529755
MIA MIA	SN:77-526103
MISCELLANEOUS DESIGN 	SN:77-409864

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Trademark	Serial Number
MISCELLANEOUS DESIGN 	SN:77-409921
MISCELLANEOUS DESIGN 	SN:77-410005
MISCELLANEOUS DESIGN 	SN:77-517182
MISCELLANEOUS DESIGN 	SN:77-517769
PEACE BY LUCKY BRAND PEACE BY LUCKY BRAND	SN:77-411088
PEACE BY LUCKY BRAND PEACE BY LUCKY BRAND	SN:77-411124
PEACE LOVE LUCK PEACE LOVE LUCK	SN:77-378288
ROCK 'N ROLL CIRCUS ROCK 'N ROLL CIRCUS	SN:77-107488
ROCK 'N ROLL CIRCUS ROCK 'N ROLL CIRCUS	SN:77-107498
ROCK 'N ROLL CIRCUS ROCK 'N ROLL CIRCUS	SN:77-256676
ROCK N' STONE ROCK N' STONE	SN:77-135172
VINTAGE VICES VINTAGE VICES	SN:77-550349

509265-0696-11635-Active.11478626

Trademark	Serial Number
ROCK 'N ROLL CIRCUS	SN:77-256699
ROCK 'N ROLL CIRCUS	

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