

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
NYDJ Apparel, LLC		05/03/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street, N.E.
Internal Address:	23rd Floor, Attention: Grant Copeland
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3598081	NYDJ
Registration Number:	3601810	NOT YOUR DAUGHTER'S JEANS
Registration Number:	3438983	MADE FOR REAL WOMEN WITH REAL CURVES
Registration Number:	3342439	
Registration Number:	3700453	
Registration Number:	3230251	
Registration Number:	3298824	TUMMY TUCK
Registration Number:	2818160	NOT YOUR DAUGHTER'S JEANS
Registration Number:	2841567	NYDJ
Serial Number:	77980523	LIFT TUCK TECHNOLOGY
Serial Number:	77980524	NOT YOUR DAUGHTER'S JEANS LOS ANGELES
Serial Number:	77980525	NYDJ
Serial Number:	77980526	

OP \$1090.00 3598081

Serial Number:	77980531	LIFT TUCK
Serial Number:	77884575	LIFT TUCK TECHNOLOGY
Serial Number:	77884332	LIFT TUCK TECHNOLOGY
Serial Number:	77884340	LIFT TUCK TECHNOLOGY
Serial Number:	77884352	LIFT TUCK TECHNOLOGY
Serial Number:	77835617	NYDJ
Serial Number:	77835629	NOT YOUR DAUGHTER'S JEANS
Serial Number:	77835641	NOT YOUR DAUGHTER'S JEANS
Serial Number:	77835647	NOT YOUR DAUGHTER'S JEANS
Serial Number:	77835651	NOT YOUR DAUGHTER'S JEANS
Serial Number:	77784057	THE MOST UPLIFTING JEANS EVER
Serial Number:	77674807	NOT YOUR DAUGHTER'S JEANS LOS ANGELES
Serial Number:	77674817	NYDJ
Serial Number:	77674322	NYDJ
Serial Number:	77674304	
Serial Number:	77674308	LIFT TUCK
Serial Number:	77674310	LIFT TUCK TECHNOLOGY
Serial Number:	77674330	NOT YOUR DAUGHTER'S JEANS LOS ANGELES
Serial Number:	77674314	NYDJ
Serial Number:	77674316	NYDJ
Serial Number:	77674319	NYDJ
Serial Number:	77674324	NOT YOUR DAUGHTER'S JEANS LOS ANGELES
Serial Number:	77674326	NOT YOUR DAUGHTER'S JEANS LOS ANGELES
Serial Number:	77674327	NOT YOUR DAUGHTER'S JEANS LOS ANGELES
Serial Number:	77574327	TUMMY TUCK TEASE
Serial Number:	77574338	TUMMY TUCK T'S
Serial Number:	77574368	NYDJ
Serial Number:	77548647	NYDJ
Serial Number:	77548635	SLIM'R JEANS
Serial Number:	77548640	SLIM'R

CORRESPONDENCE DATA

Fax Number: (404)581-8330

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

Phone: 404-581-8275

Email: srbrown@jonesday.com

TRADEMARK
REEL: 004533 FRAME: 0149

Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640014
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	05/03/2011

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT**NYDJ APPAREL, LLC**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 3, 2011, is between NYDJ APPAREL, LLC, a New York limited liability company (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of May 3, 2011 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and certain of its Affiliates, the Administrative Agent, and the Lenders.

RECITALS:

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of May 3, 2011 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each trademark license pursuant to which the Grantor is granted a license under any trademark registration of a third party; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach (as applicable) of any of the foregoing; or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Collateral.

The Lien and security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement.

THE SECURITY INTEREST IN THE TRADEMARK COLLATERAL BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) to record this security interest in the Trademark Collateral.


Upon the indefeasible payment in full in cash and the performance of the Secured Obligations (other than unmatured contingent obligations and Bank Product Obligations which are not by their terms required to be satisfied upon the termination of the Credit Agreement) and cancellation of the Commitments under the Credit Agreement, the (1) Lien and security interest granted hereunder shall automatically terminate hereunder and of record, (2) the Trademark Collateral shall be released from the security interest created hereby and all right, title and interest therein, thereto and thereunder shall automatically revert to the Grantor; (3) this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Secured Parties, and the Grantor hereunder shall terminate, all and in each case, without delivery of any instrument or performance of any act by any party; and (4) the Administrative Agent shall promptly take any actions reasonably necessary to effect and memorialize the termination and release of the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first above written.

GRANTOR:

NYDJ APPAREL, LLC, as the Grantor

By: 
Name: STEVEN L. BARMIK
Title: CEO, COO, EVP

[NYDJ -- Trademark Security Agreement]

TRADEMARK
REEL: 004533 FRAME: 0153

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: *J. Haynes Gentry, III*
Name: J Haynes Gentry, III
Title: Vice President

[NYDJ - Trademark Security Agreement]

Schedule 1

to

Trademark Security Agreement

See attached.

ATI-2336785v1

Schedule I
to
Trademark Security Agreement

#	Country	Mark	Filed	App. #	Reg. Date	Reg. #	Status
1.	US	NYDJ	20-AUG-2008	77551749	31-MAR-2009	3598081	Registered
2.	US	NOT YOUR DAUGHTER'S JEANS	20-AUG-2008	77551793	07-APR-2009	3601810	Registered
3.	US	MADE FOR REAL WOMEN WITH REAL CURVES	13-FEB-2007	77106626	03-JUN-2008	3438983	Registered
4.	US	DESIGN ONLY	17-JUL-2006	76663166	27-NOV-2007	3342439	Registered
5.	US	DESIGN ONLY	04-NOV-2004	76619361	20-OCT-2009	3700453	Registered
6.	US	DESIGN ONLY	24-SEP-2004	76612788	17-APR-2007	3230251	Registered
7.	US	TUMMY TUCK	03-SEP-2004	78478837	25-SEP-2007	3298824	Registered
8.	US	NOT YOUR DAUGHTER'S JEANS	01-JUL-2002	76428496	24-FEB-2004	2818160	Registered
9.	US	NYDJ	29-APR-2002	78124834	11-MAY-2004	2841567	Registered
10.	US	LIFT TUCK TECHNOLOGY & Design	19-FEB-2009	77980523			Pending
11.	US	NOT YOUR DAUGHTER'S JEANS LOS ANGELES & Stylized Letters	19-FEB-2009	77980524			Pending
12.	US	NYDJ & Design	19-FEB-2009	77980525			Pending
13.	US	Design only	19-FEB-2009	77980526			Pending
14.	US	LIFT TUCK	19-FEB-2009	77980531			Pending
15.	US	LIFT TUCK TECHNOLOGY & Design	02-DEC-2009	77884575			Pending - Intent to Use Application

No grant of security interest has been granted in this application to the extent it would impair the validity of such applications or registrations resulting therefrom.

#	Country	Mark	Filed	App. #	Reg. Date	Reg. #	Status
16.	US	LIFT TUCK TECHNOLOGY & Design	02-DEC-2009	77884332			Notice of Allowance Issued - Intent to Use Application*
17.	US	LIFT TUCK TECHNOLOGY & Design	02-DEC-2009	77884340			Notice of Allowance Issued - Intent to Use Application*
18.	US	LIFT TUCK TECHNOLOGY	02-DEC-2009	77884352			Notice of Allowance Issued - Intent to Use Application*
19.	US	NYDJ	25-SEP-2009	77835617			Notice of Allowance Issued - Intent to Use Application*
20.	US	NOT YOUR DAUGHTER'S JEANS	25-SEP-2009	77835629			Notice of Allowance Issued - Intent to Use Application*
21.	US	NOT YOUR DAUGHTER'S JEANS	25-SEP-2009	77835641			Notice of Allowance Issued - Intent to Use Application*
22.	US	NOT YOUR DAUGHTER'S JEANS	25-SEP-2009	77835647			Notice of Allowance Issued - Intent to Use Application*

- No grant of security interest has been granted in this application to the extent it would impair the validity of such applications or registrations resulting therefrom.
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23.	US	NOT YOUR DAUGHTER'S JEANS	25-SEP-2009	77835651			Notice of Allowance Issued -- Intent to Use Application
24.	US	THE MOST UPLIFTING JEANS EVER	17-JUL-2009	77784057			Notice of Allowance Issued -- Intent to Use Application
25.	US	NOT YOUR DAUGHTER'S JEANS LOS ANGELES & Stylized Letters	20-FEB-2009	77674807			Notice of Allowance Issued -- Intent to Use Application
26.	US	NYDJ & Design	20-FEB-2009	77674817			Notice of Allowance Issued -- Intent to Use Application
27.	US	NYDJ & Design	19-FEB-2009	77674322			Notice of Allowance Issued -- Intent to Use Application
28.	US	DESIGN ONLY	19-FEB-2009	77674304			Notice of Allowance Issued -- Intent to Use Application
29.	US	LIFT TUCK	19-FEB-2009	77674308			Notice of Allowance Issued -- Intent to Use Application

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30.	US	LIFT TUCK TECHNOLOGY & Design	19-FEB-2009	77674310			Notice of Allowance Issued – Intent to Use Application
31.	US	NOT YOUR DAUGHTER'S JEANS LOS ANGELES & Stylized Letters	19-FEB-2009	77674330			Notice of Allowance Issued – Intent to Use Application
32.	US	NYDJ & Design	19-FEB-2009	77674314			Notice of Allowance Issued – Intent to Use Application
33.	US	NYDJ & Design	19-FEB-2009	77674316			Notice of Allowance Issued – Intent to Use Application
34.	US	NYDJ & Design	19-FEB-2009	77674319			Notice of Allowance Issued – Intent to Use Application
35.	US	NOT YOUR DAUGHTER'S JEANS LOS ANGELES & Stylized Letters	19-FEB-2009	77674324			Notice of Allowance Issued – Intent to Use Application
36.	US	NOT YOUR DAUGHTER'S JEANS LOS ANGELES & Stylized Letters	19-FEB-2009	77674326			Notice of Allowance Issued – Intent to Use Application

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37.	US	NOT YOUR DAUGHTER'S JEANS LOS ANGELES & Stylized Letters	19-FEB-2009	77674327			Notice of Allowance Issued - Intent to Use Application*
38.	US	TUMMY TUCK TEASE	19-SEP-2008	77574327			Notice of Allowance Issued - Intent to Use Application*
39.	US	TUMMY TUCK T'S	19-SEP-2008	77574338			Notice of Allowance Issued - Intent to Use Application*
40.	US	NYDJ	19-SEP-2008	77574368			Notice of Allowance Issued - Intent to Use Application*
41.	US	NYDJ	15-AUG-2008	77548647			Notice of Allowance Issued - Intent to Use Application*
42.	US	SLIM'R JEANS	15-AUG-2008	77548635			Notice of Allowance Issued - Intent to Use Application*
43.	US	SLIM'R	15-AUG-2008	77548640			Notice of Allowance Issued - Intent to Use Application*

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