

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Max Rave, LLC		06/09/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1285656	G + G
Serial Number:	78950683	MAX RAVE
Registration Number:	3506656	MAX RAVE
Registration Number:	3407283	MAX RAVE
Registration Number:	3407284	MAX RAVE
Registration Number:	3407285	MAX RAVE
Registration Number:	3407286	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

900194246

**TRADEMARK
 REEL: 004560 FRAME: 0244**

CH \$240.00 1285656

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:	06/13/2011

Total Attachments: 12

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2011, (as amended, restated, supplemented or otherwise modified, the “**Trademark Security Agreement**”), is entered into by and among BCBG Max Azria Group, Inc., a California corporation, located at 2761 Fruitland Avenue, Vernon, CA 90058, MLA Multibrand Holdings, Inc., a Delaware corporation located at 2761 Fruitland Avenue, Vernon, CA 90058, and Max Rave, LLC, a Delaware limited liability company, located at 2761 Fruitland Avenue, Vernon, CA 90058 (collectively, the “**Grantors**”) and **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company located at 135 East 57th Street, New York, NY, 10022, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantors, together with BCBG MaxAzria Holdings, Inc. and BCBG MaxAzria International Holdings, Inc., executed and delivered that certain Trademark Security Agreement dated as of March 30, 2007 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**2007 Trademark Security Agreement**”), which 2007 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003539/Frame 0101, Reel 003539/Frame 0148 and Reel 003539/Frame 0160; and

WHEREAS, the Grantors are party to the Amended and Restated Pledge and Security Agreement dated as of June 9, 2011 (as it may be from time to time amended, restated, supplemented or otherwise modified from time to time, 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 foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby ratifies, restates and confirms the security interest granted by each Grantor in the Collateral pursuant to the 2007 Trademark Security Agreement and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed on Schedule I attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder throughout the world.

Notwithstanding the foregoing, this Trademark Security Agreement does not grant any security interest in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such application or any registration that issues therefrom under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the 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. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate 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; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right and remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement and the rights of the Revolving Loan Claimholders and the Term Loan Claimholders therein. In the event of any direct conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

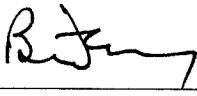
SECTION 7. Term. The term of this Trademark Security Agreement shall be coextensive with that of the Pledge and Security Agreement.

SECTION 8. Amendment and Restatement. This Trademark Security Agreement, as it relates to the Grantors, amends, restates, supersedes, and replaces in its entirety the 2007 Trademark Security Agreement. The security interest granted by each Grantor to the Collateral Agent in the "Trademark Collateral" owned by the Grantors under and as defined in the 2007 Trademark Security Agreement continues without interruption under this Trademark Security Agreement and such security interest is hereby ratified and confirmed in all respects. Nothing contained herein shall be construed as a novation of the obligations outstanding under the 2007 Trademark Security Agreement, which obligations shall remain in full force and effect, except as modified hereby. Nothing express or implied in this Trademark Security Agreement shall be construed as a release or discharge of any Grantor under the 2007 Trademark Security Agreement.

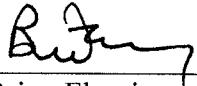
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

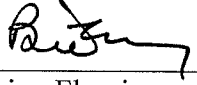
BCBG MAX AZRIA GROUP, INC.

By: 
Name: Brian Fleming
Title: Chief Financial Officer

MLA MULTIBRAND HOLDINGS, INC.

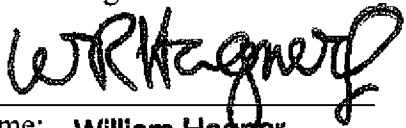
By: 
Name: Brian Fleming
Title: Chief Financial Officer

MAX RAVE, LLC

By: 
Name: Brian Fleming
Title: Chief Financial Officer

Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: 

Name: **William Hagner**

Title: **Senior Managing Director**


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

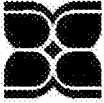
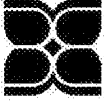
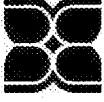

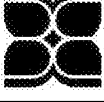
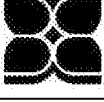


TRADEMARK REGISTRATIONS AND APPLICATIONS



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>
12-2	A 85180486	F 11/18/10
12-2	A 85180499	F 11/18/10
12-2	A 85180511	F 11/18/10
12-2	A 85180520	F 11/18/10
12-2	A 85180528	F 11/18/10
12-2	A 85180535	F 11/18/10
AZRIA	A 85234517	F 2/4/11
AZRIA	A 85234541	F 2/4/11
AZRIA	A 85234564	F 2/4/11
AZRIA	A 85234590	F 2/4/11
AZRIA	A 85234627	F 2/4/11
AZRIA	A 85234663	F 2/4/11
BC BG	R 1939918	R 12/5/1995
BC BG	R 2162708	R 6/2/1998
BC BG	R 2166425	R 6/16/1998
BC BG	R 2229364	R 3/2/1999
BC BG	R 2408974	R 11/28/2000


<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
BC BG MAX AZRIA	R 2160919	R 5/26/1998
BC BG MAX AZRIA	R 2162709	R 6/2/1998
BC BG MAX AZRIA	R 2229365	R 3/2/1999
BC BG MAX AZRIA	R 2229366	R 3/2/1999
BCBG	R 2872074	R 8/10/2004
BCBG	R 2581591	R 6/18/2002
BCBG ATTITUDE	R 3094172	R 5/16/2006
BCBG MAX AZRIA	R 2581590	R 6/18/2002
BCBG MAX AZRIA	R 2362512	R 6/27/2000
BCBG MAX AZRIA Logo 	A 78897527	F 5/31/2006
BCBGENERATION	A 77348730	F 12/11/2007
BCBGENERATION	R 3829652	R 8/3/10
BCBGENERATION	A 85046249	F 5/24/10
BCBGENERATION	A 77348738	F 12/11/2007
BCBGENERATION	A 77348743	F 12/11/2007
BCBGENERATION	A 77348756	F 12/11/2007
BCBGENERATION	A 77348765	F 12/11/2007
BCBGENERATION	R 3833071	R 8/10/2010
BCBG PARIS	A 77693186	F 3/17/2009
BCBGMAXAZRIA RUNWAY	R 3409776	R 4/8/2008
BCBGIRLS	R 2968181	R 7/12/2005
BCBGIRLS	R 2622150	R 9/17/2002
BCBGIRLS	R 2754256	R 8/19/2003

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
Butterfly Logo 	A 77553857	F 8/22/2008
Butterfly Logo 	R 3598246	R 3/31/2009
Butterfly Logo 	A 77553901	F 8/22/2008
Butterfly Logo 	R 3598249	R 3/31/2009
Butterfly Logo 	R 3598250	R 3/31/2009
Butterfly Logo 	R 3504130	R 9/23/2008
HERVE LEGER	R 2090637	R 8/26/1997
HERVE LEGER PARIS & Design 	R 2062875	R 5/20/1997
LOLA	R 3399602	R 3/18/2008
LOLA	R 3410475	R 4/8/2008
LOLA & Design 	R 2463053	R 06/26/2001

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
LOLA & Design 	R 1301774	R 10/23/1984
MANOUKIAN	A 85102228	F 8/6/10
MANOUKIAN & Design	A 79090009	F 8/9/10
MAX AND CLEO	R 3153856	R 10/10/2006
MAX AZRIA	A 85046208	F 5/24/10
MAXAZRIA	R 3577982	R 2/17/2009
MAX AZRIA	R 3415997	R 4/22/2008
MAX AZRIA	R 3415966	R 4/22/2008
MAX AZRIA	R 3274680	R 8/7/2007
MAX AZRIA	A 77751516	F 6/3/2009
MAXIME	R 2285116	R 10/12/1999
NAKED CLOTH	A 77323895	11/7/2007
NAKED CLOTH	A 77323908	11/7/2007
PARALLEL	R 3477894	R 7/29/2008
PARALLEL	R 1747190	R 1/19/1993
PARALLEL	A 78534742	F 12/17/2004
PARALLEL	R 3338772	R 11/20/2007
TO THE MAX	R 1401347	R 7/15/1986
TO THE MAX Logo 	A 77341648	A 11/30/2007

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
TO THE MAX (California State Registration)	R 93049	R 9/25/1990
TWELVE TWO	A 85180361	F 11/18/10
TWELVE TWO	A 85180383	F 11/18/10
TWELVE TWO	A 85180397	F 11/18/10
TWELVE TWO	A 85180441	F 11/18/10
TWELVE TWO	A 85180458	F 11/18/10
TWELVE TWO	A 85180470	F 11/18/10

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>
G + G (Stylized) 	R 1285656	R 7/10/1984	42
MAX RAVE	A 78950683	F 8/11/2006	3
MAX RAVE	R 3506656	R 9/23/2008	9
MAX RAVE	R 3407283	R 4/1/2008	14
MAX RAVE	R 3407284	R 4/1/2008	18
MAX RAVE	R 3407285	R 4/1/2008	25
MAX RAVE	R 3407286	R 4/1/2008	35
SHOP COOL SAVE BIG	R 2889805	R 9/28/2004	35
SHOP COOL. SAVE BIG.	R 2885679	R 9/21/2004	35

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>
STREET BEAT	R 3432861	R 5/20/2008	25
TRUE PEOPLE	R 2435939	R 3/13/2001	25
FARLOW	R 3358201	R 12/18/2007	25
TRUE PEOPLE	A 77065550	F 12/15/2006	35