

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BCBG Max Azria Group, Inc.		04/13/2007	CORPORATION: CALIFORNIA
BCBG MaxAzria Holdings, Inc.		04/13/2007	CORPORATION: CALIFORNIA
BCBG MaxAzria International Holdings, Inc.		04/13/2007	CORPORATION: CALIFORNIA
MLA Multibrand Holdings, Inc.		04/13/2007	CORPORATION: DELAWARE
Max Rave, LLC		04/13/2007	LIMITED LIABILITY COMPANY: DELAWARE
Street Beat Sportswear, Inc.		04/13/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	1939918	BC BG
Registration Number:	2162708	BC BG
Registration Number:	2166425	BC BG
Registration Number:	2229364	BC BG
Registration Number:	2408974	BC BG
Registration Number:	2160919	BC BG MAX AZRIA
Registration Number:	2162709	BC BG MAX AZRIA
Registration Number:	2229365	BC BG MAX AZRIA

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Registration Number:	2229366	BC BG MAX AZRIA
Registration Number:	2872074	BCBG
Registration Number:	2581591	BCBG
Registration Number:	3094172	BCBG ATTITUDE
Registration Number:	2581590	BCBG MAX AZRIA
Registration Number:	2362512	BCBG MAX AZRIA
Serial Number:	78897511	BCBGMAXAZRIA
Serial Number:	78897514	BCBGMAXAZRIA
Serial Number:	78897519	BCBGMAXAZRIA
Serial Number:	78897524	BCBGMAXAZRIA
Serial Number:	78897527	BCBG MAX AZRIA
Serial Number:	78897535	BCBG MAX AZRIA
Serial Number:	77012409	BCBGMAXAZRIA RUNWAY
Registration Number:	2968181	BCBGIRLS
Registration Number:	2622150	BCBGIRLS
Registration Number:	2754256	BCBGIRLS
Serial Number:	78303559	BCBGUYS
Registration Number:	2090637	HERVE LEGER
Registration Number:	2062875	HERVE LEGER PARIS
Serial Number:	78862087	MAX
Serial Number:	78862113	MAX
Serial Number:	78862110	MAX
Serial Number:	78862116	MAX
Serial Number:	78862121	MAX
Serial Number:	78862134	MAX
Registration Number:	3153856	MAX AND CLEO
Serial Number:	78827908	MAX AZRIA
Serial Number:	78827937	MAX AZRIA
Serial Number:	78837138	MAX AZRIA
Serial Number:	78827925	MAX AZRIA
Serial Number:	78828014	MAX AZRIA
Serial Number:	78827896	MAXAZRIACOLLECTION
Registration Number:	2285116	MAXIME
Serial Number:	78846021	MAXIMUS
Serial Number:	78846033	MAXIMUS

Registration Number:	1747190	PARALLEL
Serial Number:	78325806	PARALLEL
Serial Number:	78534723	PARALLEL
Serial Number:	78534734	PARALLEL
Serial Number:	78534742	PARALLEL
Serial Number:	77117642	PARALLEL
Serial Number:	77124653	PARALLEL UNIVERSE
Serial Number:	77124672	PARALLEL UNIVERSE
Registration Number:	1401347	TO THE MAX
Registration Number:	1480207	AMERICAN HIGH
Registration Number:	1477210	AMERICAN HIGH
Registration Number:	1285656	G + G
Registration Number:	1412422	IN CHARGE
Serial Number:	78698589	LOLA
Serial Number:	78675922	LOLA
Registration Number:	2463053	LOLA
Registration Number:	1301774	LOLA
Serial Number:	78950683	MAX RAVE
Serial Number:	78950690	MAX RAVE
Serial Number:	78950695	MAX RAVE
Serial Number:	78950702	MAX RAVE
Serial Number:	78950705	MAX RAVE
Serial Number:	78950715	MAX RAVE
Registration Number:	2889805	SHOP COOL SAVE BIG
Registration Number:	2885679	SHOP COOL.SAVE BIG.
Serial Number:	78693029	FARLOW
Serial Number:	78727152	STREET BEAT
Serial Number:	78888229	FARLOW
Serial Number:	78675512	MGY
Serial Number:	78457414	CHAZAL
Registration Number:	2435939	TRUE PEOPLE
Registration Number:	2332581	VISUAL F/X
Serial Number:	77140606	FARLOW
Serial Number:	77065550	TRUE PEOPLE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8464
Email: paula.mazzeo@bingham.com
Correspondent Name: Paula A. Mazzeo
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	04/18/2007

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 13, 2007, (as amended, restated or otherwise modified, the "Trademark Security Agreement"), is entered into by and between each of BCBG Max Azria Group, Inc., BCBG MaxAzria Holdings, Inc., BCBG MaxAzria International Holdings, Inc., MLA Multibrand Holdings, Inc., Max Rave, LLC, and Street Beat Sportswear, Inc. (collectively, "Grantors") and BANK OF AMERICA, N.A., in its capacity as administrative agent for the Secured Parties (together with successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

Whereas, Grantors are party to a Pledge and Security Agreement dated as of April 13, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Secured Parties to enter into the Loan Agreement the Grantors hereby agree with the Administrative 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 Obligations, each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such 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 such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (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 Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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.

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.

SECTION 6. Intercreditor Agreement. The representations, warranties and covenants of the Grantors hereunder, and the rights and remedies of the Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement and the rights of the Term Loan Claimholders and the Guggenheim Claimholders therein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

Grantors:

BCBG MAX AZRIA GROUP, INC.

By: Brian Fleming
Name: Brian Fleming
Title: C.F.O.

BCBG MAXAZRIA HOLDINGS, INC.

By: Brian Fleming
Name: Brian Fleming
Title: C.F.O.

BCBG MAXAZRIA INTERNATIONAL HOLDINGS, INC.

By: Brian Fleming
Name: Brian Fleming
Title: C.F.O.

MLA MULTIBRAND HOLDINGS, INC.

By: Brian Fleming
Name: Brian Fleming
Title: C.F.O.

MAX RAVE, LLC

By: Brian Fleming
Name: Brian Fleming
Title: C.F.O.

STREET BEAT SPORTSWEAR, INC.

By: Michael Amari
Name: Michael Amari
Title: C.F.O.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

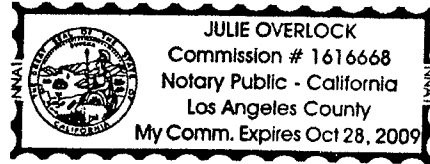
County of Los Angeles)

On April 12, 2007 before me, Julie Overlock, Notary Public
(here insert name and title of the officer)

personally appeared Brian Fleming

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Julie Overlock
Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

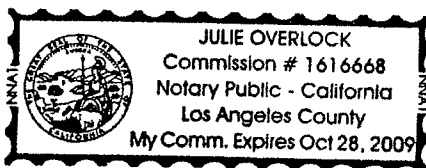
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF California)
) ss.
COUNTY OF Los Angeles)

On this 12 day of April, 2007 before me, the undersigned notary public, personally appeared Michael Amar, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as CEO for Sweet Boy Spatswear, a New York Corp.).

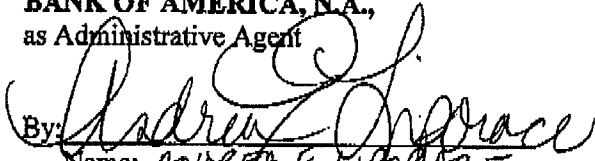
Julie Overlock
(official signature and seal of notary)

My commission expires: 10/28/2009



Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: ANDREA E CIPRIACE
Title: VICE PRESIDENT

Trademark Security Agreement Signature Page

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MLA Multibrand Holdings, Inc.
U.S. Trademark Portfolio (Federal)

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
BC BG (stylized)	R 1939918	R 12/5/1995	25
BC BG	R 2162708	R 6/2/1998	18
BC BG	R 2166425	R 6/16/1998	9
BC BG	R 2229364	R 3/2/1999	35
BC BG	R 2408974	R 11/28/2000	14
BC BG MAX AZRIA	R 2160919	R 5/26/1998	25
BC BG MAX AZRIA	R 2162709	R 6/2/1998	18
BC BG MAX AZRIA	R 2229365	R 3/2/1999	35
BC BG MAX AZRIA	R 2229366	R 3/2/1999	9
BCBG	R 2872074	R 8/10/2004	4
BCBG	R 2581591	R 6/18/2002	3
BCBG ATTITUDE	R 3094172	R 5/16/2006	25
BCBG MAX AZRIA	R 2581590	R 6/18/2002	3
BCBG MAX AZRIA	R 2362512	R 6/27/2000	14
BCBG MAX AZRIA Logo	A 78897511	F 5/31/2006	3
BCBG MAX AZRIA Logo	A 78897514	F 5/31/2006	9
BCBG MAX AZRIA Logo	A 78897519	F 5/31/2006	14
BCBG MAX AZRIA Logo	A 78897524	F 5/31/2006	18
BCBG MAX AZRIA Logo	A 78897527	F 5/31/2006	25

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
BCBG MAX AZRIA Logo	A 78897535	F 5/31/2006	35
BCBGMAXAZRIA RUNWAY	A 77012409	F 10/3/2006	25
BCBGIRLS	R 2968181	R 7/12/2005	18
BCBGIRLS	R 2622150	R 9/17/2002	3
BCBGIRLS	R 2754256	R 8/19/2003	25
BCBGUYS	A 78303559	F 9/22/2003	25
HERVE LEGER	R 2090637	R 8/26/1997	3, 18, 25
HERVE LEGER PARIS & Design	R 2062875	R 5/20/1997	25
MAX	A 78862087	F 4/14/2006	3
MAX	A 78862113	F 4/14/2006	9
MAX	A 78862110	F 4/14/2006	14
MAX	A 78862116	F 4/14/2006	18
MAX	A 78862121	F 4/14/2006	25
MAX	A 78862134	F 4/14/2006	35
MAX AND CLEO	R 3153856	R 10/10/2006	25
MAX AZRIA	A 78827908	F 3/2/2006	3
MAX AZRIA	A 78827937	F 3/2/2006	9
MAX AZRIA	A 78837138	F 3/14/2006	14
MAX AZRIA	A 78827925	F 3/2/2006	18
MAX AZRIA	A 78828014	F 3/2/2006	25
MAXAZRIACOLLECTION	A 78827896	F 3/3/2006	3
MAXIME	R 2285116	R 10/12/1999	25
MAXIMUS	A 78846021	F 3/24/2006	25
MAXIMUS	A 78846033	F 3/24/2006	35

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
PARALLEL	R 1747190	R 1/19/1993	25
PARALLEL	A 78325806	F 11/10/2003	18
PARALLEL	A 78534723	F 12/17/2004	9
PARALLEL	A 78534734	F 12/17/2004	14
PARALLEL	A 78534742	F 12/17/2004	25
PARALLEL	A 77117642	F 2/27/2007	35
PARALLEL UNIVERSE	A 77124653	F 3/7/2007	25
PARALLEL UNIVERSE	A 77124672	F 3/7/2007	35
TO THE MAX	R 1401347	R 7/15/1986	25

Max Rave LLC
U.S. Trademark Portfolio (Federal)

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
AMERICAN HIGH & Design	R 1480207	R 3/08/1988	25
AMERICAN HIGH (stylized)	R 1477210	R 2/16/1988	42
G + G	R 1285656	R 7/10/1984	42
IN CHARGE & Design	R 1412422	R 10/07/1986	25
LOLA	A 78698589	F 08/23/2005	25
LOLA	A 78675922	F 07/22/2005	35
LOLA & Design	R 2463053	R. 06/26/2001	25
LOLA & Design	R. 1301774	R 10/23/1984	25
MAX RAVE	A 78950683	F 8/11/2006	3
MAX RAVE	A 78950690	F 8/11/2006	9
MAX RAVE	A 78950695	F 8/11/2006	14

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
AMERICAN HIGH & Design	R 1480207	R 3/08/1988	25
AMERICAN HIGH (stylized)	R 1477210	R 2/16/1988	42
MAX RAVE	A 78950702	F 8/11/2006	18
MAX RAVE	A 78950705	F 8/11/2006	25
MAX RAVE	A 78950715	F 8/11/2006	35
SHOP COOL SAVE BIG	R 2889805	R 9/28/2004	35
SHOP COOL. SAVE BIG.	R 2885679	R 9/21/2004	35

**Street Beat Sportswear, Inc.
U.S. Trademark Portfolio (Federal)**

<u>Mark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Classes</u>
Farlow	A 78693029	F 8-15-05	IC 025
Street Beat	A 78727152	F 10-5-05	IC 025
Farlow	A 78888229	F 5-19-06	IC 003, 009, 014, 018, 021, 024, 035
MGY	A 78675512	F 7-21-05	IC 025
Chazal	A 78457414	F 7-27-04	IC 025
True People	R 2435939	R 3-13-01	IC 025
Visual F/X	R 2332581	R 3-21-00	IC 025
FARLOW	A 77140606	F 3-26-07	IC 025
TRUE PEOPLE	A 77065550	F 12-15-06	IC 35