

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

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|----------------------|---------|--|
| 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 |

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|----------------|----------|----------------------|
| 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





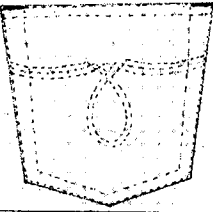
By: _____
Name:
Title:



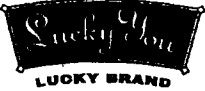
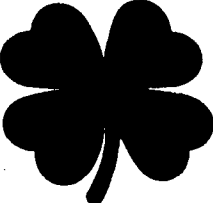
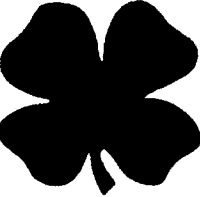
JPMORGAN CHASE BANK, N.A.
as US Collateral Agent for the Secured Parties


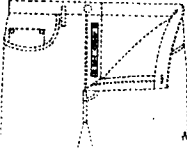


By: Kathleen C. Maggi
Name: Kathleen C. Maggi
Title: SVP




SCHEDULE A

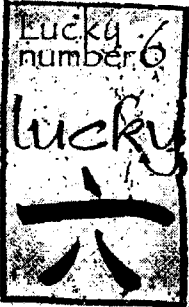
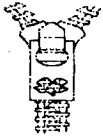

U.S. Trademark Registrations

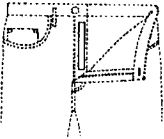
| Trademark | Serial Number/ Registration Number |
|---|---------------------------------------|
| LUCKY BRAND and Design <i>Lucky Brand</i>  | SN:75-271746 RN:2,618,444 |
| LUCKY GIRLS | SN:75-542838 RN:2,659,819 |
| LUCKY BRAND | SN:74-082798 RN:1,646,123 |
| LUCKY BRAND | SN:75-117087 RN:2,330,052 |
| 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 |





509265-0696-11635-Active.11478626

| 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 |

509265-0696-11635-Active.11478626

| 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 |

509265-0696-11635-Active.11478626

| 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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