

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
Blair LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Registration Number:	3694253	DANCING DOLLS
Registration Number:	3546229	SMART FIT
Registration Number:	4338741	INTIMATE APPEAL
Registration Number:	3321356	SIGNATURE COLLECTION BY VICKI WAYNE
Registration Number:	3482356	JUDY BOND
Registration Number:	3373165	VICKI WAYNE
Registration Number:	3393331	VICKI WAYNE
Registration Number:	3478147	STUDIO SERIES BY VICKI WAYNE
Registration Number:	3478146	ESSENTIALS BY VICKI WAYNE
Registration Number:	3469545	VICKI BLUE
Registration Number:	2970745	COWARD
Registration Number:	2991919	OLD PUEBLO TRADERS
Registration Number:	2973895	INTIMATE APPEAL
Registration Number:	3783780	SMARTFIT

TRADEMARK

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Registration Number:	3511824	SHOP THE BAY.COM
Registration Number:	3508463	SHOP THE BAY
Registration Number:	3547992	SIGNATURE COLLECTION BY VICKI WAYNE
Registration Number:	3667359	COORDINATES BY VICKI WAYNE
Registration Number:	3667358	ESSENTIALS BY VICKI WAYNE
Registration Number:	3489860	COORDINATES BY VICKI WAYNE
Registration Number:	2214562	DAVID CALAIS
Registration Number:	2055472	VICKI WAYNE'S
Registration Number:	1680348	INTIMATE APPEAL
Registration Number:	1649648	REGALIA
Registration Number:	1556819	VALUE SHOWCASE
Registration Number:	1503096	SERBIN SPORT
Registration Number:	1499030	UNIQUE PETITE
Registration Number:	1458320	EASY LIVING
Registration Number:	1435705	MARK REED
Registration Number:	1336665	VICKI WAYNE'S
Registration Number:	1336664	OLD PUEBLO TRADERS
Registration Number:	1370230	HEAVENLY COMFORT
Registration Number:	1342544	OLD PUEBLO TRADERS VICKI WAYNE'S
Registration Number:	1202124	NANCY'S CHOICE
Registration Number:	1133650	SERENDIPITY
Registration Number:	1126618	AMBASSADOR
Registration Number:	0885089	DRY DOCK BY SERBIN
Registration Number:	0606130	SERBIN
Registration Number:	1180174	LADY AMBASSADOR
Registration Number:	0073661	COWARD
Registration Number:	4406419	BEDFORD FAIR
Registration Number:	4327930	BEDFORD FAIR LIFESTYLES
Registration Number:	3193041	WILLOW RIDGE
Registration Number:	3062216	BEDFORD FAIR LIFESTYLES
Registration Number:	3019960	CLOTHES THAT DO MORE FOR LESS
Registration Number:	2991988	BFA CLASSICS
Registration Number:	3013102	BEDFORD FAIR
Registration Number:	3243509	FOR ALL YOU ARE
Registration Number:	3274113	WILLOW RIDGE

	3273859	BFA CLASSICS
Registration Number:	1636210	BLAIR-PLUS
Serial Number:	86116324	SCANDIA WOODS
Registration Number:	4435052	JOHN BLAIR
Registration Number:	4313521	BLAIR OUTLET
Serial Number:	85801365	SCANDIA FLEECE
Serial Number:	85775153	SCANDIA WOODS
Registration Number:	4328225	TWO TWENTY
Registration Number:	3262468	BLAIR
Serial Number:	77787976	WALKER & FETCH
Registration Number:	3739703	IMPROVED LIVING
Registration Number:	3739695	IMPROVED LIVING
Registration Number:	3857523	IMPROVED LIVING
Registration Number:	3603863	LADY BLAIR
Registration Number:	3425807	LADY BLAIR
Registration Number:	3311249	BLAIR
Registration Number:	3374988	BLAIR
Registration Number:	2793723	ADJUST-A-BAND
Registration Number:	2061091	BLAIR
Registration Number:	2008690	BLAIR
Registration Number:	2134847	BLAIR
Registration Number:	1624256	BLAIR
Registration Number:	1626066	BLAIR BOUTIQUE
Registration Number:	1582710	ELISABETH WILLIAMS
Registration Number:	1563972	BLAIR
Registration Number:	1543353	IMPROVED LIVING
Registration Number:	1584039	IMPROVED LIVING
Registration Number:	1360765	PERSONAL CHOICE
Registration Number:	1422914	BLAIR
Registration Number:	1283914	BLAIR
Registration Number:	1051930	BLAIRGUARD
Registration Number:	1656300	SCANDIA WOODS
Registration Number:	1558163	IRVINE PARK
Registration Number:	0930561	JOHN BLAIR
Registration Number:	0910968	JOHN BLAIR

	0790047	JOHN BLAIR
Registration Number:	0924751	JB
Registration Number:	1554789	LEW MAGRAM
Registration Number:	0925944	WILROY
Registration Number:	2823666	WHATEVER IT TAKES
Registration Number:	2966236	MONTEREY BAY CLOTHING COMPANY
Serial Number:	72206793	WILROY

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.006
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/20/2013

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

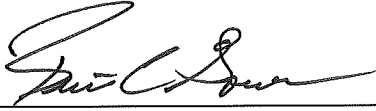
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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

BLAIR LLC

By: 
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By: _____
Name: _____
Title: _____

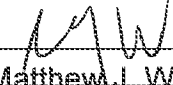
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLAIR LLC

By: _____
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By: 
Name: Matthew J. Whitcomb
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
DANCING DOLLS	78846774	3694253	10/6/2009
SMART FIT	77411053	3546229	12/16/2008
INTIMATE APPEAL	85743148	4338741	5/21/2013
SIGNATURE COLLECTION BY VICKI WAYNE	78842093	3321356	10/23/2007
JUDY BOND	78861661	3482356	8/5/2008
VICKI WAYNE	78979626	3373165	1/22/2008
VICKI WAYNE	78897880	3393331	3/4/2008
STUDIO SERIES BY VICKI WAYNE	78828910	3478147	7/29/2008
ESSENTIALS BY VICKI WAYNE	78828887	3478146	7/29/2008
VICKI BLUE	78828818	3469545	7/15/2008
COWARD	78440739	2970745	7/19/2005
OLD PUEBLO TRADERS	78366105	2991919	9/6/2005
INTIMATE APPEAL	78310426	2973895	7/19/2005
SMARTFIT	77801841	3783780	5/4/2010
SHOP THE BAY.COM	77411515	3511824	10/7/2008
SHOP THE BAY	77411482	3508463	9/30/2008
SIGNATURE COLLECTION BY VICKI WAYNE	77351022	3547992	12/16/2008
COORDINATES BY VICKI WAYNE	77350969	3667359	8/11/2009
ESSENTIALS BY VICKI WAYNE	77350526	3667358	8/11/2009
COORDINATES BY VICKI WAYNE	77232221	3489860	8/19/2008
DAVID CALAIS	75390967	2214562	12/29/1998
VICKI WAYNE'S	75127842	2055472	4/22/1997
INTIMATE APPEAL	74145319	1680348	3/24/1992
REGALIA	74020955	1649648	7/2/1991
VALUE SHOWCASE	73778622	1556819	9/19/1989
SERBIN SPORT	73687002	1503096	9/6/1988
UNIQUE PETITE	73683187	1499030	8/2/1988
EASY LIVING	73647797	1458320	9/22/1987
MARK REED	73616143	1435705	4/7/1987
VICKI WAYNE'S	73508579	1336665	5/21/1985
OLD PUEBLO TRADERS	73508538	1336664	5/21/1985
HEAVENLY COMFORT	73505011	1370230	11/12/1985
OLD PUEBLO TRADERS VICKI WAYNE'S	73465909	1342544	6/18/1985
NANCY'S CHOICE	73311144	1202124	7/20/1982
SERENDIPITY	73171435	1133650	4/22/1980
AMBASSADOR	73153946	1126618	11/6/1979
DRY DOCK BY SERBIN	72308038	885089	1/27/1970
SERBIN	71671532	606130	5/17/1955
LADY AMBASSADOR	73220012	1180174	12/1/1981
COWARD	71039493	73661	5/11/1909
BEDFORD FAIR	85844105	4406419	9/24/2013
BEDFORD FAIR LIFESTYLES	85720906	4327930	4/30/2013
WILLOW RIDGE	78811142	3193041	1/2/2007
BEDFORD FAIR LIFESTYLES	78382765	3062216	2/28/2006
CLOTHES THAT DO MORE FOR LESS	78400389	3019960	11/29/2005

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
BFA CLASSICS	78382774	2991988	9/6/2005
BEDFORD FAIR	78382773	3013102	11/8/2005
FOR ALL YOU ARE	78382778	3243509	5/22/2007
WILLOW RIDGE	77081811	3274113	8/7/2007
BFA CLASSICS	77022411	3273859	8/7/2007
BLAIR-PLUS	74053658	1636210	2/26/1991
SCANDIA WOODS	86116324	N/A	N/A
JOHN BLAIR	85761520	4435052	11/19/2013
BLAIR OUTLET	85216117	4313521	4/2/2013
SCANDIA FLEECE	85801365	N/A	N/A
SCANDIA WOODS	85775153	N/A	N/A
TWO TWENTY	85725229	4328225	4/30/2013
BLAIR	78617467	3262468	7/10/2007
WALKER & FETCH	77787976	N/A	N/A
IMPROVED LIVING	77762149	3739703	1/19/2010
IMPROVED LIVING	77762055	3739695	1/19/2010
IMPROVED LIVING	77624585	3857523	10/5/2010
LADY BLAIR	77369755	3603863	4/7/2009
LADY BLAIR	77231573	3425807	5/13/2008
BLAIR	77086960	3311249	10/16/2007
BLAIR	77058143	3374988	1/29/2008
ADJUST-A-BAND	76351903	2793723	12/16/2003
BLAIR	75097096	2061091	5/13/1997
BLAIR	75028617	2008690	10/15/1996
BLAIR	75008109	2134847	2/3/1998
BLAIR	74031929	1624256	11/20/1990
BLAIR BOUTIQUE	74013171	1626066	12/4/1990
ELISABETH WILLIAMS	73813427	1582710	2/13/1990
BLAIR	73780989	1563972	10/31/1989
IMPROVED LIVING	73738785	1543353	6/13/1989
IMPROVED LIVING	73732092	1584039	2/20/1990
PERSONAL CHOICE	73525941	1360765	9/17/1985
BLAIR	73450549	1422914	12/30/1986
BLAIR	73402356	1283914	6/26/1984
BLAIRGUARD	73073546	1051930	10/2/1976
SCANDIA WOODS	73658667	1656300	9/10/1991
IRVINE PARK	73781458	1558163	9/26/1989
JOHN BLAIR	72381037	930561	3/7/1972
JOHN BLAIR	72362270	910968	4/6/1971
JOHN BLAIR	72200200	790047	5/25/1965
JB	72363565	924751	11/30/1971
LEW MAGRAM	73731687	1554789	9/5/1989
WILROY	72389088	925944	12/21/1971
WILROY	72206793	72206793	1/18/1966
WHATEVER IT TAKES	76021791	2823666	3/15/2004
MONTEREY BAY CLOTHING COMPANY	78242057	2966236	7/12/2005