

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, LLC		02/03/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	4113761	181
Registration Number:	3865742	221
Registration Number:	4042168	329
Registration Number:	4180582	367
Registration Number:	3901798	455
Registration Number:	3901799	487
Registration Number:	2129881	
Registration Number:	2113726	
Registration Number:	4401480	
Registration Number:	2400358	
Registration Number:	3693776	
Registration Number:	4370902	
Registration Number:	3494965	DENIM HIGHWAY

OP \$1315.00 4113761

Registration Number:	3522929	
Registration Number:	3418018	LOVE NOTE
Registration Number:	2050091	
Registration Number:	3417110	LUCKY
Registration Number:	3517270	LUCKY
Registration Number:	3104220	LUCKY BRAND
Registration Number:	2795162	LUCKY BRAND
Registration Number:	2655004	LUCKY BRAND
Registration Number:	2725491	LUCKY BRAND
Registration Number:	1646123	LUCKY BRAND
Registration Number:	2756608	LUCKY BRAND
Registration Number:	3407935	LUCKY BRAND
Registration Number:	3699407	LUCKY BRAND
Registration Number:	3506278	LUCKY BRAND
Registration Number:	3998150	LUCKY BRAND
Registration Number:	3981713	LUCKY BRAND
Registration Number:	4363447	LUCKY BRAND
Registration Number:	2686829	LUCKY BRAND DUNGAREES
Registration Number:	2158107	LUCKY BRAND DUNGAREES OF AMERICA TOO TOU
Registration Number:	3041039	LUCKY BRAND JEANS
Registration Number:	3483612	
Registration Number:	3500183	LUCKY KID
Registration Number:	3387018	LUCKY KID
Registration Number:	3775279	LUCKY LEGEND
Registration Number:	4301800	LUCKY LEGEND
Registration Number:	2469997	LUCKY ME
Registration Number:	3265128	LUCKY NUMBER 6 LUCKY
Registration Number:	3662935	LUCKY SILVER
Registration Number:	2306342	LUCKY YOU
Registration Number:	1739962	LUCKY YOU
Registration Number:	1886118	LUCKY YOU
Registration Number:	2583368	LUCKY YOU LUCKY BRAND
Registration Number:	2724936	LUCKY YOU LUCKY BRAND
Registration Number:	3628597	
Registration Number:	3051792	RN#80318

	2271432	THE LUCKY BRAND FOUNDATION MAKING A DIFF
Registration Number:	3301264	YOUR NEIGHBORHOOD JEAN STORE
Registration Number:	3378468	LUCKY GIRLS
Registration Number:	3379267	LUCKY HOUND

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009985.0070
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NAME OF SUBMITTER:	Elizabeth A. Walker
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Signature:	/Elizabeth A. Walker/
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Date:	02/05/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated February 3, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacities, including any successors thereto, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of February 3, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among LBD ACQUISITION COMPANY, LLC, a Delaware limited liability company (the "Borrower"), LBD INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders and Issuers party thereto from time to time, Wells Fargo Bank, National Association, as Agent, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated February 3, 2014, made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to or under all of the following (collectively, the "Trademarks"), (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those Trademarks set forth on Schedule A attached hereto, (b)

all rights and privileges arising under applicable Law with respect to any of the foregoing, (c) all extensions and/or renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements, dilutions or other violations of any of the foregoing, (e) all rights corresponding thereto throughout the world and (f) all claims for, and rights to sue for, past, present and future infringements or dilutions thereof or other injuries thereto.

Notwithstanding the foregoing, in no event shall any security interest be granted 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, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

LUCKY BRAND DUNGAREES, LLC,
Grantor

By: 
Name: Andrew North
Title: Chief Financial Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** as Agent and Grantee

By: _____
Name: Danielle Baldinelli
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005208 FRAME: 0968**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

LUCKY BRAND DUNGAREES, LLC,
Grantor

By: _____
Name:
Title:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** as Agent and Grantee

By: *Danielle Baldinelli*
Name: Danielle Baldinelli
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005208 FRAME: 0969**

SCHEDULE A
TRADEMARKS

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
181	Lucky Brand Dungarees, Inc.	Registered	25	85099196	4113761
221	Lucky Brand Dungarees, Inc.	Registered	25	77872207	3865742
329	Lucky Brand Dungarees, Inc.	Registered	25	85293159	4042168
367	Lucky Brand Dungarees, Inc.	Registered	25	85322048	4180582
455	Lucky Brand Dungarees, Inc.	Registered	25	77874607	3901798
487	Lucky Brand Dungarees, Inc.	Registered	25	77874614	3901799
Clover (Pocket Interior) Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	25	75117852	2129881
Clover (Zipper Pull) Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	25	75137075	2113726
Clover Leaf logo (new) Design Only	Lucky Brand Dungarees, Inc.	Registered	9	85694189	4401480
Clover Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	25	75117085	2400358
Clover Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	14	77517182	3693776
Clover logo Design Only	Lucky Brand Dungarees, Inc.	Registered	14	85639590	4370902
DENIM HIGHWAY	Lucky Brand Dungarees, Inc.	Registered	35	77257836	3494965
Lola Pocket Design Only	Lucky Brand Dungarees, Inc.	Registered	25	77536894	3522929
LOVE NOTE	Lucky Brand Dungarees, Inc.	Registered	35	77257899	3418018
LUCK YOU Fly Label Design Only	Lucky Brand Dungarees, Inc.	Registered	25	74384234	2050091
LUCKY	Lucky Brand Dungarees, Inc.	Registered	25	77153076	3417110
LUCKY and Yin Yang Heart Design	Lucky Brand Dungarees, Inc.	Registered	25	77151902	3517270
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	75924261	3104220
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	75852779	2795162
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	35	76282385	2655004
LUCKY BRAND	Lucky Brand	Registered	25	76304138	2725491

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
	Dungarees, Inc.				
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	74082798	1646123
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	9	75977217	2756608
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	14	77068530	3407935
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	77182493	3699407
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	14	77299071	3506278
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	18	85213150	3998150
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	25	85228321	3981713
LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	9	85635127	4363447
LUCKY BRAND DUNGAREES	Lucky Brand Dungarees, Inc.	Registered	35	75030041	2686829
LUCKY BRAND DUNGAREES OF AMERICA TOO TOUGH TO DIE & DESIGN	Lucky Brand Dungarees, Inc.	Registered	25	75118448	2158107
LUCKY BRAND JEANS	Lucky Brand Dungarees, Inc.	Registered	35	78513557	3041039
LUCKY Fortune Cookie Design Only	Lucky Brand Dungarees, Inc.	Registered	25	77254756	3483612
LUCKY KID	Lucky Brand Dungarees, Inc.	Registered	35	78833361	3500183
LUCKY KID	Lucky Brand Dungarees, Inc.	Registered	25	78979507	3387018
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Registered	25	77372213	3775279
LUCKY LEGEND	Lucky Brand Dungarees, Inc.	Registered	35	85171753	4301800
LUCKY ME	Lucky Brand Dungarees, Inc.	Registered	25	75450495	2469997
LUCKY NUMBER 6 LUCKY LYO & Design	Lucky Brand Dungarees, Inc.	Registered	3	78972420	3265128
LUCKY SILVER	Lucky Brand Dungarees, Inc.	Registered	14	77572114	3662935
LUCKY YOU	Lucky Brand Dungarees, Inc.	Registered	25	75117086	2306342
LUCKY YOU	Lucky Brand Dungarees, Inc.	Registered	25	74267253	1739962
LUCKY YOU &	Lucky Brand	Registered	25	74384152	1886118

Mark Name	Current Owner	Status	Class Number	Appl. No	Reg No
Fly Label Design	Dungarees, Inc.				
LUCKY YOU LUCKY BRAND	Lucky Brand Dungarees, Inc.	Registered	3	76046470	2583368
LUCKY YOU LUCKY BRAND & Design	Lucky Brand Dungarees, Inc.	Registered	3	76084522	2724936
Peace Sign Logo Design Only	Lucky Brand Dungarees, Inc.	Registered	14	77517769	3628597
RN#80318	Lucky Brand Dungarees, Inc.	Registered	25	78976550	3051792
THE LUCKY BRAND FOUNDATION MAKING DIFFERENCE NOW & DESIGN	Lucky Brand Dungarees, Inc.	Registered	36	75340734	2271432
YOUR NEIGHBORHO OD JEAN STORE	Lucky Brand Dungarees, Inc.	Registered	35	77081130	3301264
LUCKY GIRLS	Lucky Brand Dungarees, Inc.	Registered	18	78251335	3378468
LUCKY HOUND	Lucky Brand Dungarees, Inc.	Registered	18	77975131	3379267