

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BCBG Max Azria Group, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
MLA Multibrand Holdings, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
Max Rave, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	100 Federal Street
Internal Address:	MAS-100-09-01
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1939918	BC BG
Registration Number:	2162708	BC BG
Registration Number:	2166425	BC BG
Registration Number:	2229364	BCBG
Registration Number:	2408974	BCBG
Registration Number:	2160919	BC BG MAX AZRIA
Registration Number:	2162709	BC BG MAX AZRIA
Registration Number:	2229365	BCBG MAX AZRIA
Registration Number:	2229366	BCBG MAX AZRIA
Registration Number:	2872074	BCBG
Registration Number:	2581591	BCBG
Registration Number:	2581590	BCBG MAX AZRIA
Registration Number:	2362512	BCBG MAX AZRIA
Registration Number:	3865989	BCBGMAXAZRIA

OP \$1365.00 1939918

Property Type	Number	Word Mark
Registration Number:	3891502	BCBGMAXAZRIA
Registration Number:	3829652	BCBGENERATION
Registration Number:	3838323	BCBGENERATION
Registration Number:	3864833	BCBGENERATION
Registration Number:	3828750	BCBGENERATION
Registration Number:	3828751	BCBGENERATION
Registration Number:	3833071	BCBGENERATION
Serial Number:	85371593	BCBGENERATION
Registration Number:	3701208	BCBG PARIS
Registration Number:	4338006	BCBGMAXAZRIA BON CHIC
Registration Number:	3409776	BCBGMAXAZRIA RUNWAY
Registration Number:	2754256	BCBGIRLS
Registration Number:	4285122	BON CHIC
Registration Number:	4118869	
Registration Number:	3598246	
Registration Number:	3880467	
Registration Number:	3598249	
Registration Number:	3598250	
Registration Number:	3504130	
Registration Number:	2090637	HERVE LEGER
Registration Number:	2062875	HERVE LEGER PARIS
Registration Number:	3399602	LOLA
Registration Number:	3410475	LOLA
Registration Number:	1301774	LOLA
Registration Number:	3153856	MAX AND CLEO
Registration Number:	3577982	MAXAZRIA
Registration Number:	3274680	MAX AZRIA
Registration Number:	3734001	MAX AZRIA
Registration Number:	2285116	MAXIME
Registration Number:	3477894	PARALLEL
Registration Number:	1747190	PARALLEL
Registration Number:	3875030	PARALLEL
Registration Number:	1401347	TO THE MAX
Registration Number:	3772189	TO THE MAX
Registration Number:	4104915	THE CHIC SET
Registration Number:	4104913	THE DAILY CHIC
Serial Number:	86144475	MANOUKIAN
Registration Number:	3432861	STREET BEAT

Property Type	Number	Word Mark
Registration Number:	1285656	G + G
Registration Number:	3506656	MAX RAVE

CORRESPONDENCE DATA

Fax Number: 6173417701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 6173417729
Email: kschmidt@morganlewis.com
Correspondent Name: Katarzyna Schmidt
Address Line 1: 225 Franklin Street, 16th Floor
Address Line 2: c/o Morgan Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	02/05/2015

Total Attachments: 11
source=BCBG - Trademark Security Agreement (EXECUTION)#page1.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page2.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page3.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page4.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page5.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page6.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page7.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page8.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page9.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page10.tif
source=BCBG - Trademark Security Agreement (EXECUTION)#page11.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 5, 2015, (as amended, restated or otherwise modified, the “**Trademark Security Agreement**”), is entered into by and between each of BCBG Max Azria Group, LLC (f/k/a BCBG Max Azria Group, Inc.), a Delaware limited liability company, located at 2761 Fruitland Avenue, Vernon, CA 90058, MLA Multibrand Holdings, LLC (f/k/a 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, “**Grantors**”) and **BANK OF AMERICA, N.A.**, a national association located at 100 Federal Street, MAS-100-09-01, Boston, MA 02110, 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 Second Amended and Restated Pledge and Security Agreement dated as of February 5, 2015 (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 (directly or indirectly by reference to the Loan Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby (a) ratifies, restates and confirms the security interest granted in favor of the Administrative Agent, for the benefit of the “Secured Parties” (as defined in the Existing Loan Agreement) pursuant to the Existing Security Agreement and (b) mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (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; and

(d) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) 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.

(a) This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become

due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

(b) 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, without regard to conflict of laws principles thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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.

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 Guggenheim Claimholders therein.

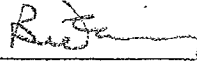
[Remainder of page intentionally left blank]

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.

Grantor:

MLA MULTIBRAND HOLDINGS, LLC

By: _____



Name: Brian Fleming

Title: Chief Financial Officer and Secretary

Grantor:

MAX RAVE, LLC

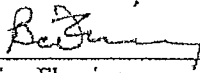
By: _____

Name: Brian Fleming

Title: Chief Financial Officer and Secretary

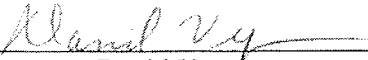
Grantor:

BCBG MAX AZRIA GROUP, LLC

By: 
Name: Brian Fleming
Title: Chief Financial Officer and Secretary

Accepted and Agreed:



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









By: 
Name: David Vega
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

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

Mark	Appl./Reg. No.	Filing/Reg. Date
BCBG	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
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 MAX AZRIA	R 2581590	R 6/18/2002
BCBG MAX AZRIA	R 2362512	R 6/27/2000
BCBG MAX AZRIA Logo 	R 3865989	R 10/19/2010
BCBG MAX AZRIA Logo 	R 3891502	R 12/4/2010
BCBGENERATION	R 3829652	R 8/3/2010
BCBGENERATION	R 3838323	R 8/24/2010
BCBGENERATION	R 3864833	R 10/19/2010
BCBGENERATION	R 3828750	R 8/3/2010
BCBGENERATION	R 3828751	R 8/3/2010
BCBGENERATION	R 3833071	R 8/10/2010
BCBGENERATION	A 85371593	F 7/14/2011
BCBG PARIS	R 3701208	R 10/27/2009
BCBGMAXAZRIA BON CHIC	R 4338006	R 5/21/2013
BCBGMAXAZRIA RUNWAY	R 3409776	R 4/8/2008
BCBGIRLS	R 2754256	R 8/19/2003
BON CHIC	R 4285122	R 2/5/2013


Mark	Appl./Reg. No.	Filing/Reg. Date
Butterfly Logo 	R 4118869	R 3/27/2012
Butterfly Logo 	R 3598246	R 3/31/2009
Butterfly Logo 	R 3880467	R 11/23/2010
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 1301774	R 10/23/1984
MAX AND CLEO	R 3153856	R 10/10/2006
MAXAZRIA	R 3577982	R 2/17/2009
MAX AZRIA	R 3274680	R 8/7/2007

Mark	Appl./Reg. No.	Filing/Reg. Date
MAX AZRIA	R 3734001	R 1/5/2010
MAXIME	R 2285116	R 10/12/1999
PARALLEL	R 3477894	R 7/29/2008
PARALLEL	R 1747190	R 1/19/1993
PARALLEL	R 3875030	R 11/9/2010
TO THE MAX	R 1401347	R 7/15/1986
TO THE MAX Logo TO THE MAX	R 3772189	R 4/6/2010
TO THE MAX (California State Registration)	R 93049	R 9/25/1990
THE CHIC SET	R 4104915	R 2/28/2012
THE DAILY CHIC	R 4104913	R 2/28/2012

BCBG Max Azria Group, LLC
U.S. Trademark Portfolio (Federal and State)

Mark	Appl./Reg. No.	Filing/Reg. Date
STREET BEAT	R 3432861	R 5/20/2008
MANOUKIAN MANOUKIAN	A 86144475	F 12/16/2013

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

Mark	Appl./Reg. No.	Filing/Reg. Date
G + G (Stylized) 	R 1285656	R 7/10/1984
MAX RAVE	R 3506656	R 9/23/2008
RAVE (Oregon State Registration)	R 39580	R 11/17/2006
RAVE (Wisconsin State Registration)	R 5200288	R 8/15/2001
RAVE (Wisconsin State Registration)	R 5200287	R 8/15/2001
RAVE (Missouri State Registration)	R 15494	R 8/6/2001

RAVE (Missouri State Registration)	R 15495	R 8/6/2001
RAVE (Stylized Letters) (Alabama State Registration)	R 108293	R 7/5/2001
RAVE (Stylized Letters) (Alabama State Registration)	R 108294	R 7/5/2001
RAVE GIRL (Maryland State Registration)	R 2000-00976	R 7/12/2000
RAVE GIRL (Maryland State Registration)	R 2000-00977	R 7/12/2000
RAVE GIRL (Maryland State Registration)	R 2000-00978	R 7/12/2000
RAVE (New Mexico State Registration)	R TK00053003	R 5/30/2000
RAVE (New Mexico State Registration)	R TK00053004	R 5/30/2000
RAVE (New Mexico State Registration)	R TK00053005	R 5/30/2000
RAVE (Stylized Letters) (New Mexico State Registration)	R TK98122101	R 12/21/1998
RAVE (Stylized Letters) (New Mexico State Registration)	R TK98122102	R 12/21/1998
RAVE (Stylized Letters) (Maryland State Registration)	R 1995-S3406	R 4/25/1995
RAVE UP (Florida State Registration)	R T15897	R 5/19/1992
RAVE (Florida State Registration)	R T15896	R 5/19/1992
RAVE and Design (Alabama State Registration)	R 102492	R 4/22/1985
RAVE (Stylized Letters) (Louisiana State Registration)	R 430670	R 3/27/1985
RAVE and Design (Michigan State Registration)	R M77042	R 3/26/1985
RAVE (Word and design) (New York State Registration)	S14599	R 5/25/1995
RAVE GIRL (New York State Registration)	R29478	R 5/25/2000
