

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUCKY BRAND DUNGAREES, LLC		03/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON		
Street Address:	2001 BRYAN STREET, 10TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	BANKING CORPORATION: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Serial Number:	85099196	181	
Serial Number:	77872207	221	
Serial Number:	85293159	329	
Serial Number:	85322048	367	
Serial Number:	77874607	455	
Serial Number:	77874614	487	
Serial Number:	77257836	DENIM HIGHWAY	
Serial Number:	74384234		
Serial Number:	75117085		
Serial Number:	75117852		
Serial Number:	75137075		
Serial Number:	77254756		
Serial Number:	77517182		
Serial Number:	77517769		
Serial Number:	77536894		
Serial Number:	85639590		
Serial Number:	85694189		
Serial Number:	77153076	LUCKY	
Serial Number:	77151902	LUCKY	
TRADEMARK			

CH \$1215.00 85099196

Property Type	Number	Word Mark
Serial Number:	74082798	LUCKY BRAND
Serial Number:	75977217	LUCKY BRAND
Serial Number:	75852779	LUCKY BRAND
Serial Number:	75924261	LUCKY BRAND
Serial Number:	76282385	LUCKY BRAND
Serial Number:	76304138	LUCKY BRAND
Serial Number:	77068530	LUCKY BRAND
Serial Number:	77182493	LUCKY BRAND
Serial Number:	77299071	LUCKY BRAND
Serial Number:	85213150	LUCKY BRAND
Serial Number:	85228321	LUCKY BRAND
Serial Number:	85635127	LUCKY BRAND
Serial Number:	85682472	LUCKY BRAND
Serial Number:	75030041	LUCKY BRAND DUNGAREES
Serial Number:	75118448	LUCKY BRAND DUNGAREES OF AMERICA TOO TOU
Serial Number:	78513557	LUCKY BRAND JEANS
Serial Number:	78833361	LUCKY KID
Serial Number:	78979507	LUCKY KID
Serial Number:	77372213	LUCKY LEGEND
Serial Number:	85171753	LUCKY LEGEND
Serial Number:	75450495	LUCKY ME
Serial Number:	77572114	LUCKY SILVER
Serial Number:	74267253	LUCKY YOU
Serial Number:	75117086	LUCKY YOU
Serial Number:	74384152	LUCKY YOU
Serial Number:	76046470	LUCKY YOU LUCKY BRAND
Serial Number:	76084522	LUCKY YOU LUCKY BRAND
Serial Number:	78976550	RN#80318
Serial Number:	75340734	THE LUCKY BRAND FOUNDATION MAKING A DIFF

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

TRADEMARK

REEL: 005474 FRAME: 0626

ATTORNEY DOCKET NUMBER:	38839/4
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	03/09/2015

Total Attachments: 8

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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 March 4, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of The Bank of New York Mellon, 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 the Second Lien Credit Agreement, dated as of March 4, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Lucky Brand Dungarees, LLC, a Delaware limited liability company (the "Borrower"), LBD INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto from time to time, Guggenheim Securities Holdings, LLC, as Administrative Agent, and The Bank of New York Mellon, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated March 4, 2015, made by the Grantors to the Collateral 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 Collateral 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 Collateral 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 Collateral 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.

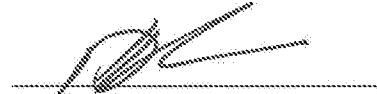
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of March 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between Wells Fargo Bank, National Association, as First Lien Agent, and the Administrative Agent and the Collateral Agent, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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: Nigel Kershaw
Title: Chief Financial Officer

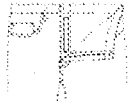



{Signature Page to Second Lien Trademark Security Agreement}

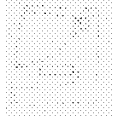


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REEL: 005474 FRAME: 0630


THE BANK OF NEW YORK MELLON,
as Collateral Agent and Grantee


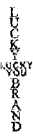

By: _____
Name: *Charynne Curti*
Title: *VICE PRESIDENT*

SCHEDULE A
TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
181	25	85099196 03-AUG-2010	4113761 20-MAR-2012
221	25	77872207 13-NOV-2009	3865742 19-OCT-2010
329	25	85293159 12-APR-2011	4042168 18-OCT-2011
367	25	85322048 16-MAY-2011	4180582 24-JUL-2012
455	25	77874607 17-NOV-2009	3901798 04-JAN-2011
487	25	77874614 17-NOV-2009	3901799 04-JAN-2011
DENIM HIGHWAY	35	77257836 17-AUG-2007	3494965 02-SEP-2008
	25	74384234 29-APR-1993	2050091 08-APR-1997
	25	75117085 11-JUN-1996	2400358 31-OCT-2000
	25	75117852 12-JUN-1996	2129881 20-JAN-1998
	25	75137075 22-JUL-1996	2113726 18-NOV-1997

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	25	77254756 14-AUG-2007	3483612 12-AUG-2008
	14	77517182 08-JUL-2008	3693776 06-OCT-2009
	14	77517769 09-JUL-2008	3628597 26-MAY-2009
	25	77536894 01-AUG-2008	3522929 21-OCT-2008
	14	85639590 31-MAY-2012	4370902 23-JUL-2013
	9	85694189 02-AUG-2012	4401480 10-SEP-2013
LUCKY	25	77153076 10-APR-2007	3417110 29-APR-2008
	25	77151902 09-APR-2007	3517270 14-OCT-2008
LUCKY BRAND	25	74082798 30-JUL-1990	1646123 28-MAY-1991
LUCKY BRAND	9	75977217 17-OCT-1996	2756608 26-AUG-2003
LUCKY BRAND	25	75852779 16-NOV-1999	2795162 16-DEC-2003
LUCKY BRAND	25	75924261 22-FEB-2000	3104220 13-JUN-2006
LUCKY BRAND	35	76282385 11-JUL-2001	2655004 26-NOV-2002

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
LUCKY BRAND	25	76304138 23-AUG-2001	2725491 10-JUN-2003
LUCKY BRAND	14	77068530 20-DEC-2006	3407935 08-APR-2008
LUCKY BRAND	25	77182493 16-MAY-2007	3699407 20-OCT-2009
LUCKY BRAND	14	77299071 09-OCT-2007	3506278 23-SEP-2008
LUCKY BRAND	18	85213150 07-JAN-2011	3998150 19-JUL-2011
LUCKY BRAND	25	85228321 27-JAN-2011	3981713 21-JUN-2011
LUCKY BRAND	9	85635127 25-MAY-2012	4363447 09-JUL-2013
LUCKY BRAND	24	85682472 20-JUL-2012	4506320 01-APR-2014
LUCKY BRAND DUNGAREES	35	75030041 08-DEC-1995	2686829 11-FEB-2003
	25	75118448 13-JUN-1996	2158107 19-MAY-1998
LUCKY BRAND JEANS	35	78513557 09-NOV-2004	3041039 10-JAN-2006
LUCKY KID	35	78833361 09-MAR-2006	3500183 09-SEP-2008
LUCKY KID	25	78979507 06-JUL-2006	3387018 19-FEB-2008
LUCKY LEGEND	25	77372213 15-JAN-2008	3775279 13-APR-2010

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
LUCKY LEGEND	35	85171753 08-NOV-2010	4301800 12-MAR-2013
LUCKY ME	25	75450495 16-MAR-1998	2469997 17-JUL-2001
LUCKY SILVER	14	77572114 17-SEP-2008	3662935 04-AUG-2009
LUCKY YOU	25	74267253 20-APR-1992	1739962 15-DEC-1992
LUCKY YOU	25	75117086 11-JUN-1996	2306342 04-JAN-2000
	25	74384152 29-APR-1993	1886118 28-MAR-1995
LUCKY YOU LUCKY BRAND	3	76046470 09-MAY-2000	2583368 18-JUN-2002
	3	76084522 10-JUL-2000	2724936 10-JUN-2003
RN#80318	25	78976550 07-APR-2004	3051792 24-JAN-2006
	36	75340734 13-AUG-1997	2271432 24-AUG-1999