

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Apparel, LLC		01/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	333 South Grand Avenue		
Internal Address:	12th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	5146805	"AB"SOLUTION	
Registration Number:	5161201	"AB" TECHNOLOGY	
Registration Number:	4081333	BEAUTIFUL REBELLION	
Registration Number:	1457502	BLOCK ISLAND	
Registration Number:	2315201	BRIGGS NEW YORK	
Registration Number:	4187271	BRIGGS NEW YORK PERFECT FIT WAISTBAND	
Registration Number:	1124533	CITY BLUES	
Registration Number:	1871395	CITYWEAR	
Registration Number:	1674295	COMPONENTS	
Registration Number:	4016078	COMPONIX	
Registration Number:	1441281	CRICKET LANE	
Registration Number:	5146808	CURVE EQUALITY	
Registration Number:	1433987	DAVID DART	
Registration Number:	4825700	DEMOCRACY	
Registration Number:	3946062	DEMOCRACY DECLARATION OF JEAN DEPENDENCE	
Registration Number:	3946063	DEMOCRACY FREEDOM JEANERATION	
Serial Number:	87214948	FEMININE, FEARLESS, FREE SPIRITED	
Registration Number:	1679478	FLATTER FIT	
TRADEMARK			

OP \$1240.00 5146805

Property Type	Number	Word Mark
Registration Number:	4237644	HOLLYWOULD
Registration Number:	2502297	HOLLYWOULD
Serial Number:	87104046	JAX
Serial Number:	87173110	JAX BLACK LABEL
Registration Number:	3229037	JOLT
Registration Number:	4411157	JOLT
Registration Number:	5146804	KATE & SAM
Registration Number:	3995293	KURT THOMAS
Registration Number:	4097090	LAMB & FLAG
Registration Number:	4097089	LAMB & FLAG
Registration Number:	4097087	LAMB & FLAG
Registration Number:	4116176	LXF
Registration Number:	4081307	LXF
Registration Number:	3793434	MAGIC PANT
Serial Number:	86320509	MASON & BELLE
Registration Number:	4083538	MELISSA HARPER
Registration Number:	1626053	MELROSE
Registration Number:	4146904	MEMOIR
Registration Number:	4049296	MY MICHELLE
Registration Number:	1442190	MY MICHELLE
Serial Number:	87159924	RECREATION
Serial Number:	87173119	REWIND
Registration Number:	3813125	SANGRIA
Serial Number:	87173098	SEQUIN HEARTS
Registration Number:	3914439	STRUCK BY STYLE
Registration Number:	3765444	TAKARA
Registration Number:	3974503	THE CLOTHES I WEAR
Registration Number:	3613889	THE SLIMMING SOLUTION
Serial Number:	87173108	VIOLETS & ROSES
Registration Number:	3999806	WAIST SOLUTION
Registration Number:	4183915	WIT AND WISDOM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Mulligan Ted

Address Line 1: 4400 Easton Commons Way

TRADEMARK

REEL: 006321 FRAME: 0563

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Ted Mulligan

SIGNATURE: /Ted Mulligan/

DATE SIGNED: 04/27/2018

Total Attachments: 18

source=Kellwood Trademark filing#page1.tif
source=Kellwood Trademark filing#page2.tif
source=Kellwood Trademark filing#page3.tif
source=Kellwood Trademark filing#page4.tif
source=Kellwood Trademark filing#page5.tif
source=Kellwood Trademark filing#page6.tif
source=Kellwood Trademark filing#page7.tif
source=Kellwood Trademark filing#page8.tif
source=Kellwood Trademark filing#page9.tif
source=Kellwood Trademark filing#page10.tif
source=Kellwood Trademark filing#page11.tif
source=Kellwood Trademark filing#page12.tif
source=Kellwood Trademark filing#page13.tif
source=Kellwood Trademark filing#page14.tif
source=Kellwood Trademark filing#page15.tif
source=Kellwood Trademark filing#page16.tif
source=Kellwood Trademark filing#page17.tif
source=Kellwood Trademark filing#page18.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

KELLWOOD APPAREL, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) January 31, 2018

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 333 South Grand Avenue, 12th Fl.

City: Los Angeles

State: CA

Country: USA Zip: 90071

- Association Citizenship: USA
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Attached Exhibit A

B. Trademark Registration No. (s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

- a. Credit Card Last 4 Numbers
Expiration Date
- b. Deposit Account Number
Authorized User Name:

9. Signature: 

Signature

April 27, 2018

Date

Gloria Sheehan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 18

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 31st day of January, 2018 between **KELLWOOD APPAREL, LLC**, a Delaware limited liability company ("Company"), having its chief executive office at 13071 East Temple Avenue, City of Industry, CA 91746, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Agent"), having a place of business at 333 South Grand Avenue, 12th Floor, Los Angeles, California 90071.

WITNESSETH:

WHEREAS, Agent has entered or is about to enter into certain financing arrangements with Company pursuant to that certain Loan and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), pursuant to which Agent may make loans and advances, and provide other financial accommodations to Company, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the other Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Company pursuant thereto, Company has agreed to grant to Agent, for its benefit and the benefit of the Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Company hereby grants to Agent, for itself and its affiliates and the Lenders, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Company's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all rights in any works of authorship, including (i) copyrights and moral rights, (ii) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Exhibit A, (iii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of the Company's rights corresponding thereto throughout the

world (collectively, the "Copyrights"); (b) all Copyright Licenses (as hereinafter defined); (c) all renewal and extensions of the foregoing; and (d) all products and proceeds (as defined in the UCC) of the foregoing, including any claim by Company against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Copyright License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright License. For the purposes of this Agreement, "Copyright License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Copyright owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Copyright owned or controlled by Borrower, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Company to Agent or to any affiliate of Agent. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by the Agent through participation or otherwise. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Company's account under the Loan Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Company as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Company hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Agent to Company under the Financing Agreements:

(a) Company shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Company owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Company shall, at Company's sole expense, perform all acts and execute all documents necessary or, in Agent's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Company shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent

of Agent, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.

(d) Company shall, at Company's sole expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Company hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Company further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Copyright Office or any other appropriate federal, state or local government office.

(e) As of the date hereof, Company does not have any Copyrights registered, or the subject of pending applications, in the United States Copyright Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Company shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its sole and absolute discretion, pay any amount or do any act which Company fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Company shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Company, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Company to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Company shall not file any application for the registration of a Trademark with the United States Copyright Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Company provides Agent, within thirty (30) days, written notice of such action. If, after the date hereof, Company shall (i) obtain any registered Copyright, or apply for any such registration in the United States Copyright Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Company shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests in and conditional assignment of such Copyright in favor of Agent.

(i) Company has not abandoned any of the Copyrights and Company shall not do any act, nor omit to do any act, whereby the Copyrights may become invalidated, unenforceable, avoided or avoidable. Company shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Copyrights may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Company shall render any assistance, as Agent shall determine is necessary or advisable, to Agent in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Company's exclusive property and to protect Agent's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Company shall promptly notify Agent if Company (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Agent, Company, at Company's sole expense, shall join with Agent in such action as Agent, in Agent's sole and absolute discretion, may deem advisable for the protection of Agent's interest in and to any or all of the Trademarks.

(l) Company assumes all responsibility and liability arising from the use of the Trademarks and Company hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Company (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Company (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Company shall promptly pay Agent for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Company to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Company except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Company nor any affiliate of Company make any use of the Trademarks for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent by Company or any affiliate of Company or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole and absolute discretion deem

appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Company of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Company of any proposed disposition shall be deemed reasonable notice thereof and Company waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Company, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Company agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Company agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Company shall remain liable for any such deficiency and shall pay Agent on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Company to Agent set forth in the Loan Agreement.

(f) Company shall supply to Agent or to Agent's designee, Company's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of California and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of California. Company and Agent expressly submit and consent to the jurisdiction of the state and federal courts located in the County of Los Angeles, State of California with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Company and Agent irrevocably waive all claims, obligations and defenses that Company or Agent, as applicable, may have regarding such court's personal

or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Agent to bring proceedings against Company in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) AGENT AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Reference Provisions.

(i) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in this Agreement, but the California Supreme Court has held that pre-dispute Jury Trial Waivers not authorized by statute are unenforceable. This Reference Provision will be applicable until: (i) the California Supreme Court holds that a pre-dispute Jury Trial Waiver provision similar to that contained in this Agreement is valid or enforceable; or (ii) the California Legislature enacts a statute which becomes law, authorizing pre-dispute Jury Trial Waivers of the type in this Agreement and, as a result, such waivers become enforceable.

(ii) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement, will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in this Agreement, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(iv) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within thirty (30) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within thirty (30) days after the matter has been submitted for decision.

(v) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may

be taken by either party upon twenty-one (21) days written notice, and all other discovery shall be responded to within thirty (30) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(vi) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(vii) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(viii) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(ix) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

(d) Company waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(e) Agent shall not have any liability to Company (whether in tort, contract, equity or otherwise) for losses suffered by Company in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent that the losses were the result of Agent's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Agent shall have the right to assign this Agreement; Company shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Agent and Company and their respective successors and assigns.

(d) No failure or delay by Agent in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Agent's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Agent may have. No waiver by Agent will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing

executed by the party to be charged. Company acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

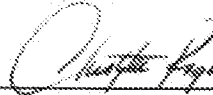
IN WITNESS WHEREOF, Company and Agent have executed this Agreement as of the day and year first above written.

KELLWOOD APPAREL, LLC

By: 

Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 



Title: Authorized Signatory




{Signature Page to Trademark Collateral Assignment and Security Agreement}

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Borrower US Trademarks

Country	Trademark	Serial/Reg. No.
U.S.	"AB" SOLUTION	5146805
U.S.	"AB" TECHNOLOGY	5161201
U.S.	BEAUTIFUL REBELLION	4081333
U.S.		1457502
U.S.	BRIGGS NEW YORK	2315201
U.S.	BRIGGS NEW YORK PERFECT FIT WAISTBAND	4187271
U.S.	CITY BLUES	1124533
U.S.	CITYWEAR	1871395
U.S.	COMPONENTS	1674295
U.S.	COMPONIX	4016078
U.S.	CRICKET LANE	1441281
U.S.	CURVE EQUALITY	5146808
U.S.	DAVID DART	1433987
U.S.	DEMOCRACY	4825700
U.S.	DEMOCRACY DECLARATION OF JEAN DEPENDENCE	3946062
U.S.	DEMOCRACY THE FREEDOM JEANERATION	3946063
U.S.	FEMININE, FEARLESS, FREE SPIRITED	87214948
U.S.	FLATTER FIT	1679478
U.S.	HOLLYWOULD	4237644
U.S.	HOLLYWOULD	2502297
U.S.	JAX	87104046
U.S.	JAX BLACK LABEL	87173110
U.S.	JOLT	3229037
U.S.		4411157
U.S.	KATE & SAM	5146804
U.S.	KURT THOMAS	3995293
U.S.	LAMB & FLAG	4097090
U.S.	LAMB & FLAG	4097089
U.S.	LAMB & FLAG	4097087

U.S.		4116176
U.S.		4081307
U.S.	MAGIC PANT	3793434
U.S.	MASON & BELLE	86320509
U.S.	MELISSA HARPER	4083538
U.S.	MELROSE	1626053
U.S.	MEMOIR	4146904
U.S.	MY MICHELLE	4049296
U.S.		1442190
U.S.	RECREATION	87159924
U.S.	REWIND	87173119
U.S.	SANGRIA	3813125
U.S.	SEQUIN HEARTS	87173098
U.S.	STRUCK BY STYLE	3914439
U.S.	TAKARA	3765444
U.S.	THE CLOTHES I WEAR	3974503
U.S.	THE SLIMMING SOLUTION	3613889
U.S.	VIOLETS & ROSES	87173108
U.S.	WAIST SOLUTION	3999806
U.S.	WIT AND WISDOM	4183915

Borrower Foreign Trademarks

Trademark	Country	Serial/ Registration Number
LAMB & FLAG	Australia	1412552
LAMB & FLAG	Australia	1412554
LXF STYLIZED	Australia	1412559
LXF STYLIZED	Australia	1412562
62 EAST (and Design)	Canada	341472
COMPONIX	Canada	357281
COMPONIX (and Design)	Canada	357282
DEMOCRACY	Canada	498407
DEMOCRACY DECLARATION OF JEAN DEPENDENCE	Canada	952832
DEMOCRACY THE FREEDOM JEANERATION	Canada	952833
FLATTER-FIT	Canada	265799
FRANCISCA	Canada	352755
IVY	Canada	410249
JAX	Canada	404350

Trademark	Country	Serial/ Registration Number
JAX COUNTRY	Canada	560222
JAX SEPARATES	Canada	486099
JAXSPORT	Canada	287384
JOLT	Canada	772114
NAPA GOLF BY NAPA VALLEY	Canada	559562
NORTHERN ISLES	Canada	323433
PILAR (and Design)	Canada	306990
PROPHECY (and Design)	Canada	274161
SEQUIN HEARTS	Canada	952428
STUDIO JAX	Canada	560318
SUGAR PLUM	Canada	439102
IVY	China (Peoples' Republic)	520723
LAMB & FLAG	China (Peoples' Republic)	9199565
LAMB & FLAG	China (Peoples' Republic)	9222799
LXF (Stylized)	China (Peoples' Republic)	9199566
LXF (Stylized)	China (Peoples' Republic)	9222800
LAMB & FLAG	European Union	009805474
LXF (Stylized)	European Union	009787623
KELLWOOD	France	1485999
LAMB & FLAG	Japan	5430523
LAMB & FLAG	Japan	5425558
LXF (Stylized)	Japan	[5428979]
LXF (Stylized)	Japan	5443376
HOLLYWOULD	Kuwait	74981
HOLLYWOULD	Kuwait	92088
BRIGGS	Mexico	1265819
COMPONIX	Mexico	1364519
DEMOCRACY	Mexico	1254812
DEMOCRACY DECLARATION OF JEAN DEPENDENCE	Mexico	1364520
DEMOCRACY THE FREEDOM	Mexico	1428765
HOLLYWOULD	Mexico	1042306
JAX	Mexico	[s/n 1801747]
JOLT	Mexico	1243388
JOLT	Mexico	1252688
L.A. INTIMATES	Mexico	461094
MEMOIR	Mexico	1265820
MY MICHELLE	Mexico	1257137

Trademark	Country	Serial/ Registration Number
OPTIONS MELROSE (Stylized)	Mexico	489831
PROPHECY	Mexico	462470
SANGRIA	Mexico	1708718
SEQUIN HEARTS	Mexico	1257138
VIOLETS & ROSES (application opposed)	Mexico	[s/n 1801751]

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES GRANTED BY CLIENT

<u>Licensor</u>	<u>Description of License</u>	<u>Term of License</u>	<u>Royalties Payable</u>
Global Brands	License for use of Global Brands' XOXO Trademark	Expires December 31, 2016	2%

