

3-29-99

RECORD

04-12-1999

OMB No. 0657-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies): American Eagle Outfitters, Inc.

2. Name and address of receiving party(ies): Name: Retail Royalty Company

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Internal Address: Bank of America Plaza, Suite 1100 Street Address: 300 S. Fourth Street City: Las Vegas State: NV ZIP: 89101

Additional name(s) of conveying party(ies) attached? Yes No

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Nevada, Other

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

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) Additional name(s) & address(es) attached? Yes No

Execution Date: December 16, 1998

4. Application number(s) or patent number(s): A. Trademark Application No.(s) 74/478,577

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Donald F. Frei Internal Address: Wood, Herron & Evans, L.L.P. Street Address: 2700 Carew Tower 441 Vine Street City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald F. Frei Name of Person Signing Signature Date 24 March 99

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT
(Trademarks)

THIS ASSIGNMENT is made effective the 15th day of July, 1994.

WHEREAS, American Eagle Outfitters, Inc., a corporation organized and existing under the laws of the State of Ohio, having a place of business at 150 Thorn Hill Drive, Warrendale, Pennsylvania 15086 (hereinafter referred to as the "ASSIGNOR"), has adopted and is using in the United States the mark "AE" (hereinafter the "Mark"), said Mark being the subject of U.S. Application Serial No. 74/478,577 filed by ASSIGNOR;

WHEREAS, Retail Royalty Company, a corporation organized and existing under the laws of the State of Nevada, having a place of business at Bank of America Plaza, 300 S. Fourth Street, Suite 1100, Las Vegas, Nevada 89101 (hereinafter referred to as the "ASSIGNEE"), desires to acquire said Mark and goodwill associated with said Mark and any and all pending applications therefor and registrations thereof;

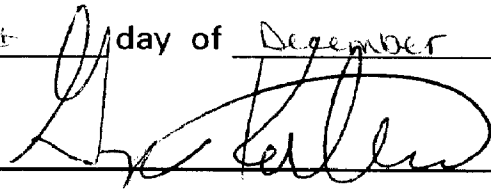
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the said ASSIGNOR does hereby assign and transfer to the said ASSIGNEE the entire right, title, and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark and the registrations thereof and pending applications therefor, including Application Serial No. 74/478,577, and all other rights which ASSIGNOR has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and/or registrations, the same to be held and enjoyed by the ASSIGNEE, its successors and assigns, to the full end of the term for which the aforesaid Mark is registered and any renewals of the term thereof;

FOR THE SAME CONSIDERATION, the said ASSIGNOR also hereby covenants and agrees to and with the said ASSIGNEE, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said ASSIGNOR is the sole and lawful owner of the entire right, title and interest in and to the aforesaid application and believes it is the sole and lawful owner of the entire right,

title and interest to said Mark and said goodwill associated therewith and that the same are unencumbered and that the said ASSIGNOR has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the said ASSIGNOR hereby covenants and agrees to and with the said ASSIGNEE, its successors, legal representatives and assigns, that the said ASSIGNOR will, whenever counsel of the said ASSIGNEE, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Mark without charge to the said ASSIGNEE, its successors, legal representatives and assigns.

Signed at Columbus in the County of Franklin,
State of Ohio, this 16th day of December 1998.

By:  _____

Name: George Kolber

Title: Vice Chairman