



Form PTO-1594

(Rev. 10/02)

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Tab settings

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

rue21, inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 15, 2003

2. Name and address of receiving party(ies)

Name: LaSalle Retail Finance, a
Div. of LaSalle Business Credit,
Inc.
Address: _____

Street Address: 135 South LaSalle St.,
Suite 425
City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/708,097
75/656,058

B. Trademark Registration No.(s) See attached
Schedule A

Additional number(s) attached Yes No

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

Name: Michael Hill
Internal Address: Brown Rudnick Berlack
Israels LLP
Street Address: One Financial Center
City: Boston State: MA Zip: 02111

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael Hill
Name of Person Signing

Michael Hill
Signature

6/11/03
Date

Total number of pages including cover sheet, attachments, and document: 12

06/16/2003 6TON11 00000119 75708097

01 FC:4521
02 FC:4522

40.00 DP
375.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A**U.S. Trademark and Service Mark
Registrations**

Mark	Filing Date	Issue Date	Serial No.	Registration No.
CAPERS and Design	9/19/86	8/11/92	73/620,952	1,707,357
CARBON RUE TWENTY ONE	5/17/99	4/17/01	75/708,019	2,445,086
CASSIE WEST	3/5/87	9/14/87	73/647,859	1,457,589
CLARION HILL	6/3/83	10/30/84	73/428,651	1,302,720
LINDSAY GRAY	3/1/85	9/24/85	73/524,750	1,362,064
R21	3/10/99	9/5/00	75/657,147	2,384,188
RUE 21	11/22/96	9/7/99	75/978,339	2,276,778
RUE 21	3/8/99	5/8/01	75/980,000	2,450,257
RUE 21	11/22/96	12/23/97	75/203,034	2,123,489
RUE TWENTY ONE	11/22/96	11/7/00	75/202,439	2,402,294
RUE TWENTY ONE	11/22/96	8/18/98	75/202,444	2,181,832
STOCKROOM	7/21/97	1/5/99	75/328,191	2,215,998
TAREA BY RUE 21	3/8/99	11/21/00	75/656,061	2,407,212
THE FASHION FACTORY	11/14/77	8/9/83	73/148,431	1,247,942

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 15th day of May, 2003, by rue21, inc. f/k/a Pennsylvania Fashions, Inc., a Pennsylvania corporation ("**Borrower**") in favor of LaSalle Retail Finance, a division of LaSalle Business Credit, Inc. a Delaware corporation with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 as agent ("**Agent**") for itself and various other lenders (the "Lenders"):

W I T N E S S E T H

WHEREAS, Borrower, Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent, on behalf of the Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent for the benefit of the Lenders of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to

any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice or knowledge of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent for the benefit of the Lenders under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities have been paid and/or satisfied in full, the Commitment of the Agent to make loans and other financial accommodations has been terminated, and the security interest granted herein is specifically terminated in writing by a duly authorized officer of the Agent, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the Borrower's Liabilities have been paid and/or satisfied in full, the Commitment of the Agent to make loans and other financial accommodations has been terminated, and the security interest granted herein is specifically terminated in writing by a duly authorized officer of the Agent. Borrower agrees that upon the occurrence of an Event of Default, the use by Agent of all

Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Until all Liabilities have been paid and/or satisfied in full, the Commitment of the Agent to make loans and other financial accommodations has been terminated, and the security interest granted herein is specifically terminated in writing by a duly authorized officer of the Agent, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and reasonable expenses, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until all Liabilities have been paid and/or satisfied in full, the Commitment of the Agent to make loans and other financial accommodations has been terminated, and the security interest granted herein is specifically terminated in writing by a duly authorized officer of the Agent, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After an Event of Default, Agent, for the benefit of the Lenders, shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

RUE21, INC. F/K/A PENNSYLVANIA FASHIONS, INC.

By [Signature]
Its SECRETARY & TREASURER

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC
by and through its division, LaSalle Retail
Finance as Agent for the Lenders

By [Signature]
Its SVP

#1195084 v3 - 22674/9

SCHEDULE A

Trademark Applications and Registrations

(see attached)

**SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark and Service Mark
Registrations**

Mark	Filing Date	Issue Date	Serial No.	Registration No.
CAPERS and Design	9/19/86	8/11/92	73/620,952	1,707,357
CARBON RUE TWENTY ONE	5/17/99	4/17/01	75/708,019	2,445,086
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**U.S. Trademark and Service Mark
Pending Applications**

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ORCHARDS RUE 21	5/17/99	75/708,097
RUE 21	3/8/99	75/656,058

**State Trademark and Service Mark
Applications and Registrations**

Mark	Issue Date	State
CAPERS	3/16/94	Wisconsin
RUE 21	12/19/94	Alabama
RUE 21	10/1/96	Colorado (128/200)
RUE 21	7/28/94	Kansas
RUE 21	5/7/96	Maine
RUE 21	10/28/99	Nebraska
RUE 21	9/7/94	Pennsylvania
RUE 21	9/14/94	Wisconsin
RUE 21 COMPANY STORE	4/16/97	Colorado
RUE 21 COMPANY STORE	4/14/97	Kansas
RUE 21 COMPANY STORE	7/25/95	Louisiana
RUE 21 COMPANY STORE	3/1/96	Maine
RUE 21 COMPANY STORE	7/20/95	Pennsylvania
RUE 21 COMPANY STORE	2/28/96	Wisconsin
STOCK ROOM	5/7/97	Wisconsin