

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeropostale, Inc.		01/22/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Aeropostale West, Inc.
Street Address:	201 Willowbrook Boulevard, 7th Floor
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07470
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	78251344	87
Serial Number:	78263153	AERO
Serial Number:	75942762	AERO
Serial Number:	75942761	AERO
Serial Number:	78272006	AERO ATHLETICS

CORRESPONDENCE DATA	
Fax Number:	(212)940-8776
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 940 6411
Email:	keely.herrick@kmzr.com
Correspondent Name:	Keely L. Herrick
Address Line 1:	575 Madison Avenue
Address Line 2:	Katten Muchin Zavis Rosenman
Address Line 4:	New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	310260-00001
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NAME OF SUBMITTER:	Keely L. Herrick
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**TRADEMARK**

**CH \$140.00 78251344**

**Total Attachments: 6**

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CONFIRMATORY OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Aéropostale, Inc. a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 201 Willowbrook Boulevard, 7<sup>th</sup> Floor, Wayne, New Jersey 07470 (the "Assignor"), was the owner of all right, title and interest to the intellectual property annexed hereto as Schedule A and is reflected in official records as the owner thereof; and

WHEREAS, Aéropostale West, Inc., a corporation organized and existing under the laws of the State of Delaware and a wholly owned subsidiary of Aéropostale, Inc., having a principal place of business at 201 Willowbrook Boulevard, 7<sup>th</sup> Floor, Wayne, New Jersey 07470 ("Assignee"), was designated to acquire the intellectual property identified on Schedule A hereto and the goodwill associated therewith;

NOW, THEREFORE, effective on and as of February 3, 2002 (the "Effective Date"), for good and valuable consideration, the receipt of which is hereby acknowledged and confirmed, Assignor hereby sold, assigned and transferred to Assignee all right, title and interest, in and to the intellectual property identified on Schedule A hereto owned by Assignor, including U.S. trademark Registrations, applications and renewals; trade names; trade secrets; domain names; design patents; specifications; patterns; and all other means necessary to use such property in connection with the business of Assignor and the intellectual property scheduled on Schedule A annexed hereto. Assignor hereby confirms such sale, assignment and transfer of all intellectual property referenced herein, together with the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the intellectual property, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover

for past, present and future infringement of the intellectual property and the rights thereto, and hereby seeks to effect the confirmatory recordation of such assignment as of the effective date.

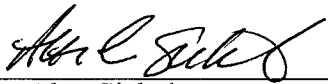
Until such time as all of the Confirmatory Assignments of Assignor's intellectual property in all countries as set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Confirmatory Omnibus Assignment and all previous transfer documents, to be the owner of Assignor's intellectual property identified on Schedule A.

If it shall be necessary to record this Confirmatory Omnibus Assignment, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's intellectual property shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of Assignments of Assignor's intellectual property and other materials confirming ownership by Assignee shall be made at Assignee's expense.

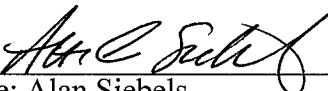
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer this 15 day of March, 2004.

AÉROPOSTALE, INC.  
(Assignor)

By:   
Name: Alan Siebels  
Title: President  
*vice*

AÉROPOSTALE WEST, INC.  
(Assignee)

By:   
Name: Alan Siebels  
Title: President

STATE OF NEW JERSEY )

)ss.:

COUNTY OF PASSAIC )

ACKNOWLEDGMENT

On this 15<sup>th</sup> day of March, 2004, before me came Alan Siebels, who stated that he is the President of Aéropostale, Inc. and acknowledged that he executed the above instrument as the act and deed of Aéropostale, Inc. with full authority to do so.

  
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Notary Public

STATE OF NEW JERSEY            )  
  )ss.:  
COUNTY OF PASSAIC            )

ACKNOWLEDGMENT

On this 19<sup>th</sup> day of March, 2004, before me came Alan Siebels, who stated that he is the President of Aéropostale West, Inc. and acknowledged that he executed the above instrument as the act and deed of Aéropostale West, Inc. with full authority to do so.

  
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Notary Public

**SCHEDULE A**  
**Intellectual Property**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Int'l Class</b>
USA	A & DESIGN	R 2680386	25 Int.
USA	AEROPOSTALE	R 1487211	42 Int.
USA	AEROPOSTALE	R 1548372	25 Int.
USA	AEROPOSTALE	R 1485368	25 Int.
USA	AEROPOSTALE	R 1525345	9 Int., 25 Int.
USA	AEROPOSTALE (STYLIZED)	R 1354292	25 Int.
USA	AEROPOSTALE A & DESIGN	R 2680387	25 Int.
USA	AEROPOSTALE COMPAGNIE GENERALE FAISANT L'IMPOSSIBLE!: SERVICE QUOTIDIEN POUR L'ESPAGNE, LE MAROC & L	R 1441289	25 Int.
Australia	AEROPOSTALE	R 721441	25 Int.
Australia	AEROPOSTALE	R 810209	25 Int., 35 Int.