

FORM PTO-1594 (Modified)  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Attorney Docket No.: 57818-0016

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

## 1. Name of conveying party(ies):

Forever 21, Inc. (a Delaware corporation)  
 Forever 21 Retail, Inc. (a California corporation)  
 Forever 21 International Holdings, Inc. (a Delaware corporation),  
 and  
 Forever 21 Logistics, LLC (a Delaware limited liability company)

## 2. Name and address of receiving party(ies):

CapitalSource Finance LLC  
 (a Delaware limited liability company)

Address: 4445 Willard Avenue, 12th Floor  
 Chevy Chase, MD 20815

## 3. Nature of conveyance:

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: February 17, 2004

☐ Individual(s) citizenship:☐ Association:☐ General Partnership:☐ Limited Partnership:☐ Corporation-State:☒ Other: a Delaware limited liability company

If assignee is not domiciled in the U.S.A., a domestic representative  
 designation is attached: ☐ Yes; ☒ No  
 (Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s): 76/196,458 76/196,459  
 76/355,328 76/356,399  
 76/359,488 76/359,489  
 76/359,538 78/230,216  
 78/328,871

B. Trademark Registration Nos.: 2,067,637 2,583,457

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

Cathleen F. Baraloto  
 Senior Paralegal  
 ATTN.: TMSU  
 Morgan, Lewis & Bockius LLP  
 1111 Pennsylvania Avenue, NW  
 Washington, D.C. 20004

Telephone: 202-739-5399  
 Facsimile: 202-739-3001  
 E-mail: cbaraloto@morganlewis.com

## 6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) Cal.  $\frac{1}{10} \times \$40.00 = \$40.00$   
 $\frac{10}{10} \times \$25.00 = \$250.00$

Total \$ 290.00

☒ Authorized to be charged to deposit account

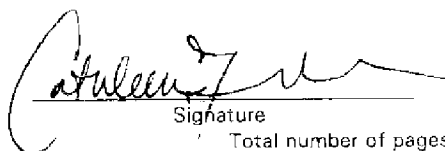
8. Deposit account number: 13-4520

DO NOT USE THIS SPACE

## 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.

Cathleen F. Baraloto  
 Name of Person Signing



Signature

April 9, 2004  
 Date

Total number of pages including cover sheet, attachments and document: 10

**AMENDMENT TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amendment to Patent and Trademark Security Agreement (the “**Agreement**”), dated as of February 17, 2004, is made by and between FOREVER 21, INC., a Delaware corporation; FOREVER 21 RETAIL, INC., a California corporation; FOREVER 21 INTERNATIONAL HOLDINGS, INC., a Delaware corporation; and FOREVER 21 LOGISTICS, LLC, a Delaware limited liability company (collectively, the “**Debtor**”), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the “**Secured Party**”).

A. WHEREAS, the Debtor and the Secured Party are parties to that certain Patent and Trademark Security Agreement dated March 7, 2003 (the “**PTO Security Agreement**”), and the Debtor, the Secured Party and others are parties to that certain Amended and Restated Loan and Security Agreement dated February 17, 2004 (the “**Loan Agreement**”).

B. WHEREAS, as part of the Loan Agreement, the Debtor agreed to deliver to the Secured Party amendments to the PTO Security Agreement to ensure that all patents, trademarks and related property that are now owned by the Debtor are covered by such PTO Security Agreement.

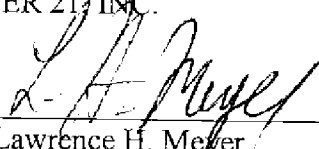
ACCORDINGLY, the Debtor and the Secured Party agree that all exhibits to the PTO Security Agreement are hereby deleted in their entirety, and replaced with Exhibits A and B attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

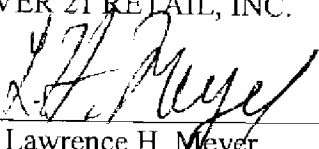
[Signatures appear on next page]

*Signature page to Amendment to Patent and Trademark Security Agreement*

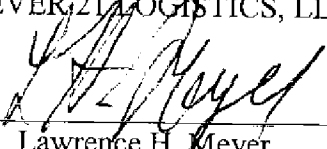
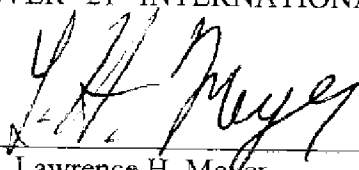
FOREVER 21, INC.

  
By: Lawrence H. Meyer  
Title: Chief Financial Officer

FOREVER 21 RETAIL, INC.

  
By: Lawrence H. Meyer  
Title: Chief Financial Officer

FOREVER 21 LOGISTICS, LLC

  
By: Lawrence H. Meyer  
Title: Chief Financial OfficerFOREVER 21 INTERNATIONAL HOLDINGS,  
INC.  
By: Lawrence H. Meyer  
Title: Chief Financial Officer

CAPITAL SOURCE FINANCE LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA

)

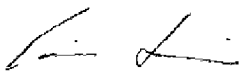
COUNTY OF LOS ANGELES

)

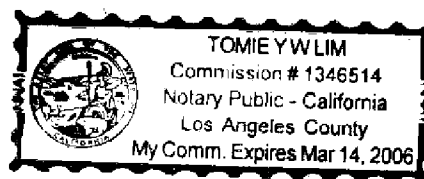
)

On March 3<sup>RD</sup>, 2004, before me, Tomie YW Lim, Notary Public, personally appeared Lawrence H. Meyer, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



*Signature page to Amendment to Patent and Trademark Security Agreement*

FOREVER 21, INC.

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By: Lawrence H. Meyer  
Title: Chief Financial Officer

FOREVER 21 RETAIL, INC.

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By: Lawrence H. Meyer  
Title: Chief Financial Officer

FOREVER 21 LOGISTICS, LLC

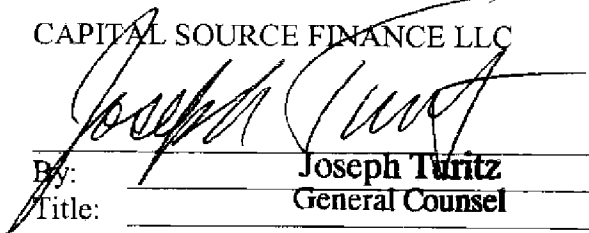
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By: Lawrence H. Meyer  
Title: Chief Financial OfficerFOREVER 21 INTERNATIONAL HOLDINGS,  
INC.

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By: Lawrence H. Meyer  
Title: Chief Financial Officer

CAPITAL SOURCE FINANCE LLC

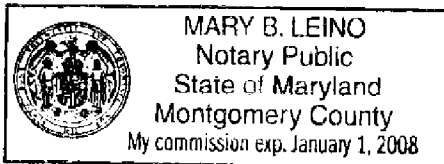
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By: **Joseph Turitz**  
Title: **General Counsel**

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**ALL-PURPOSE ACKNOWLEDGMENT**STATE OF MarylandCOUNTY OF Montgomery) ss.  
)On 3/8/04, before me, Mary B. Leino,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")personally appeared Joseph Rucita,  
Name of Signer(s)

- ☒ personally known to me -- OR -- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary B. Leino  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

- ☐ Individual  
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited  
☐ Attorney-In-Fact ☐ General  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing:  
 Name of Person(s) or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**Exhibit A**

| Registered U.S. Patents |            |                                  |         |         |           |            |
|-------------------------|------------|----------------------------------|---------|---------|-----------|------------|
| Serial No.              | File Date  | Mark                             | Country | Type    | Reg. No.  | Reg. Date  |
| 29/152,191              | 12/11/2001 | 4-Way Hanging Rack               | U.S.    | DES PAT | D463,679S | 10/1/2002  |
| 29/152,193              | 12/11/2001 | Double Hanging Rack              | U.S.    | DES PAT | D466,331S | 12/3/2002  |
| 29/152,194              | 12/11/2001 | Triple Hanging Rack              | U.S.    | DES PAT | D470,685S | 2/25/2003  |
| 29/152,216              | 12/11/2001 | Single Hanging Rack              | U.S.    | DES PAT | D463,160S | 9/24/2002  |
| 29/152,288              | 12/13/2001 | 2-Tier Table                     | U.S.    | DES PAT | D468,562  | 1/14/2003  |
| 29/153,588              | 1/9/2002   | Chandelier Accessory<br>Fixture  | U.S.    | DES PAT | D477,106  | 7/8/2003   |
| 29/177,884              | 3/18/2003  | Accessory Display<br>Resin Table | U.S.    | DES PAT | 485,094   | 1/13/2004  |
| 29/177,885              | 3/18/2003  | Accessory Pole<br>Fixture        | U.S.    | DES PAT | D482,212  | 11/18/2003 |

| Pending U.S. Patents |           |                  |         |      |          |           |
|----------------------|-----------|------------------|---------|------|----------|-----------|
| Serial No.           | File Date | Mark             | Country | Type | Reg. No. | Reg. Date |
| 10/080,028           | 2/21/2002 | Cortex Eucommiae | U.S.    | PAT  |          |           |
| 10/080,052           | 2/21/2002 | Asiasari Radix   | U.S.    | PAT  |          |           |

**Exhibit B****Registered U.S. Trademarks and Service Marks**

| Serial No. | File Date | Mark       | Country | Type | Class | Reg. No. | Reg. Date |
|------------|-----------|------------|---------|------|-------|----------|-----------|
| 74/646,617 | 3/14/1995 | FOREVER 21 | U.S.    | TM   | 42    | 2067637  | 6/3/1997  |
| 76/085,191 | 7/7/2000  | FOREVER 21 | U.S.    | TM   | 25    | 2583457  | 6/18/2002 |

**Pending U.S. Trademarks and Service Marks**

| Serial No. | File Date  | Mark                       | Country | Type | Class                | Reg. No. | Reg. Date |
|------------|------------|----------------------------|---------|------|----------------------|----------|-----------|
| 76/196,458 | 1/19/2001  | FOREVER XXI                | U.S.    | TM   | 42                   |          |           |
| 76/196,459 | 1/19/2001  | FOREVER XXI                | U.S.    | TM   | 25                   |          |           |
| 76/355,328 | 1/4/2002   | XXI                        | U.S.    | TM   | 14, 18, 25           |          |           |
| 76/356,399 | 1/8/2002   | XXI                        | U.S.    | TM   | 42                   |          |           |
| 76/359,488 | 1/16/2002  | XXI (Misc. Design)         | U.S.    | TM   | 3, 9, 14             |          |           |
| 76/359,489 | 1/16/2002  | XXI FOREVER (Misc. Design) | U.S.    | TM   | 3, 9, 14, 18, 25, 42 |          |           |
| 76/359,538 | 1/16/2002  | FASHION 21                 | U.S.    | TM   | 3, 9, 14, 18, 25, 35 |          |           |
| 78/230,216 | 3/26/2003  | FOREVER 21                 | U.S.    | TM   | 3                    |          |           |
| 78/328,871 | 11/17/2003 | FOREVER 21                 | U.S.    | TM   | 35                   |          |           |

**Registered Foreign Trademarks and Service Marks**

| Serial No.           | File Date | Mark       | Country   | Type | Class              | Reg. No.       | Reg. Date |
|----------------------|-----------|------------|---|------|--------------------|----------------|-----------|
| 108,925              | 7/24/2000 | FOREVER 21 | Panama  | TM   | 42                 | 108925         | 10/8/2001 |
| 135,860              | 3/16/2000 | FOREVER 21 | Israel  | TM   | 35                 | 135860         | 3/16/2000 |
| 415,693              | 3/15/2000 | FOREVER 21 | Mexico  | TM   | 42                 | 754171         | 3/15/2000 |
| 839943               | 6/22/2000 | FOREVER 21 | Australia   | TM   | 35                 | 839943         | 6/22/2000 |
| 1,657,832            | 5/16/2000 | FOREVER 21 | CTM (Austria, Belgium, Netherlands, Luxembourg, Denmark, France, Finland, Germany, Greece, Ireland, Italy, Portugal, Spain, Sweden, UK) | TM   | 14, 18, 25, 35, 42 | 1657832        | 3/10/2003 |
| 2,279,196            |           | FOREVER 21 | Argentina   | TM   | 35                 | 1,842,287      | 8/31/2001 |
| 89013766             | 3/16/2000 | FOREVER 21 | Taiwan  | TM   | 35                 | 143274         | 6/1/2001  |
| 200058103            | 4/29/2000 | FOREVER 21 | China   | TM   | 25                 | 1593415        | 6/28/2001 |
| 200058104            | 4/29/2000 | FOREVER 21 | China   | TM   | 35                 | 1749731        | 4/14/2002 |
| 2000-05176           | 3/13/2000 | FOREVER 21 | Hong Kong   | TM   | 35                 | B11427 of 2001 | 3/13/2000 |
| J00.2001.15641-15741 | 7/20/2001 | FOREVER 21 | Indonesia   | TM   | 42                 | 511515         | 7/20/2001 |
| T00/08659G           | 5/24/2000 | FOREVER 21 | Singapore   | TM   | 35                 | T00/08659G     | 5/24/2000 |

**Pending Foreign Trademarks and Service Marks**

| Serial No. | File Date | Mark        | Country | Type | Class | Reg. No. | Reg. Date |
|------------|-----------|-------------|---------|------|-------|----------|-----------|
| 1,050,844  | 3/13/2000 | FOREVER 21  | Canada  | TM   |       |          |           |
| 1,107,176  | 6/20/2001 | FOREVER XXI | Canada  | TM   |       |          |           |



|               |            |            |             |    |            |
|---------------|------------|------------|-------------|----|------------|
| 822803607     | 6/14/2000  | FOREVER 21 | Brazil      | TM | 42         |
| 2001/07963    | 6/26/2001  | FOREVER 21 | Malaysia    | TM | 35         |
| 41-2000-12302 | 4/26/2000  | FOREVER 21 | S. Korea    | TM | 35         |
| 4-2001-07623  | 10/10/2001 | FOREVER 21 | Philippines | TM | 14, 18, 25 |
| 4-2003-11334  | 12/10/2003 | FOREVER 21 | Philippines | TM | 42         |