

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urban Outfitters, Inc.		08/01/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Urban Outfitters Wholesale, Inc.		
Street Address:	5000 Broad Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19112-1495		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1827547	FREE PEOPLE	
Registration Number:	2770021	FREE PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	(215)988-2757		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-988-2938		
Email:	William.Lehane@dbr.com		
Correspondent Name:	William J. Lehane		
Address Line 1:	One Logan Square		
Address Line 2:	18th & Cherry Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William J. Lehane		
Signature:	/William J. Lehane/		
Date:	08/08/2006		

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Total Attachments: 3

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ASSIGNMENT OF MARKS

This Assignment of Marks (the "Assignment") is made by URBAN OUTFITTERS, INC., a Pennsylvania corporation with a place of business at 1801 Walnut Street, Philadelphia, PA 19103 ("Assignor") in favor of URBAN OUTFITTERS WHOLESALE, INC. (its subsidiary), a Pennsylvania corporation with a place of business at 5000 South Broad Street, Philadelphia, PA 19112-1495 ("Assignee").

WHEREAS, Assignor is the owner of the trademark and the service listed on Schedule A attached hereto which are registered in the U.S. Patent and Trademark Office, (the "Marks"), and owns all right, title and interest to the same, including the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, including the goodwill associated therewith and the registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Marks, including the U.S. registrations therefor and the goodwill of the business symbolized thereby.
2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.
3. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Marks to Assignee and otherwise carry out the intent of this Assignment.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 1st day of August, 2006.

URBAN OUTFITTERS, INC.

By: John E. Kuees

Name: John E. Kuees
Title: Chief Financial Officer

Acknowledged:

URBAN OUTFITTERS WHOLESALE, INC.

By: Richard A. Hayne

Name: Richard A. Hayne
Title: President

SCHEDULE A

Trademark	Number	Status Class
FREE PEOPLE	1827547	Registered 25 Int.
FREE PEOPLE	2770021	Registered 35 Int.