

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Term Loan Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Express, LLC		03/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated, as Collateral Agent		
Street Address:	Attn: Crystal Dadd		
Internal Address:	One Pierrepont Plaza, 7th Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77744560		
Serial Number:	77365790	EXPRESS JEANS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1082		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

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REEL: 004161 FRAME: 0207

Date:

03/04/2010

Total Attachments: 14

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**INTELLECTUAL PROPERTY
TERM LOAN SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY TERM LOAN SECURITY AGREEMENT SUPPLEMENT (this "*Term Loan IP Security Agreement Supplement*") dated March 3, 2010, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of MORGAN STANLEY & CO. INCORPORATED, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Express Holding, LLC, a Delaware limited liability company, Express, LLC, a Delaware limited liability company, and the Subsidiary Guarantors (as defined in the Credit Agreement referred to below) have entered into a Term Loan Credit Agreement, dated as of July 6, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Term Loan Security Agreement, dated July 6, 2007, made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Loan Security Agreement*") and that certain Intellectual Property Term Loan Security Agreement, dated July 6, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Loan IP Security Agreement*").

WHEREAS, under the terms of the Term Loan Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Term Loan IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications until the earlier of (x) the filing of a statement of use therefore or (y) the issuance of a registration thereon, together with the goodwill symbolized thereby (the "*Trademarks*");
- (c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations.

(a) The grant of a security interest in the Additional Collateral by the Grantor under this Term Loan IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

(b) Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Collateral Agent hereunder for the benefit of the Secured Parties pursuant to this Term Loan IP Security Agreement Supplement, and the exercise of any right or remedy by the Collateral Agent for the benefit of the Secured Parties hereunder are subject to the provisions of that certain Intercreditor Agreement dated as of July 6, 2007 (the "*Intercreditor Agreement*") among Morgan Stanley & Co. Incorporated, as Term Loan Collateral Agent (as defined in the Intercreditor Agreement), Morgan Stanley Senior Funding, Inc., as Term Loan Administrative Agent (as defined in the Intercreditor Agreement), Wells Fargo Retail, LLC ("*Wells Fargo*"), as ABL Collateral Agent and as ABL Administrative Agent (as defined in the Intercreditor Agreement), the Borrower and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. As between (i) the lender parties under that certain Asset-Based Loan Credit Agreement, dated as of July 6, 2007, among the Borrower, the Parent, the Subsidiary Guarantors party thereto, the lenders party thereto, and Wells Fargo, as collateral agent and administrative agent, and (ii) the lender parties under the Credit Agreement, in the event of any conflict between the terms of the Intercreditor Agreement and this Term Loan IP Security Agreement Supplement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this Term Loan IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This Term Loan IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Term Loan Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Term Loan Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict with the

terms of this Term Loan IP Security Agreement Supplement and the Term Loan Security Agreement, the terms of the Term Loan Security Agreement shall control.

SECTION 5. Termination. This Term Loan IP Security Agreement shall terminate concurrently with the termination of the Term Loan Security Agreement in accordance with the terms thereof.

SECTION 6. Governing Law. This Term Loan IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Term Loan IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXPRESS, LLC

By 
Name: Matt Moellering
Title: Chief Financial Officer




Address for Notices:
One Limited Parkway
Columbus, Ohio 43230

SCHEDULE A
PATENTS

NONE

SCHEDULE B
TRADEMARKS

Owner: Express LLC

EXPRESS, LLC Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
	9, 14, 18, 25, 26	77744560 26-MAY-2009		Pending; Office Action response due 02/14/2010
	25	77733938 11-MAY-2009		Suspended 08/14/2009 pending disposition of EXP613, LLC's prior EXP trademark application
EXPRESS	3	77366608 08-JAN-2008		Pending; Intent to Use. Statement of Use or 1st extension request due 08/02/2010
EXPRESS	35	77592856 15-OCT-2008		Pending; Intent to Use. Statement of Use or 2nd extension request due 06/09/2010
EXPRESS BLACK LUXE	3	77637018 19-DEC-2008		Pending; Intent to Use. Statement of Use or 1st extension request due 06/01/2010
	25, 35	77869563 10-NOV-2009		Pending; Intent to Use.
EXPRESS JEANS	25	77365790 07-JAN-2008	3712657 17-NOV-2009	Registered.
EXPRESS RESERVE	3	77654117 22-JAN-2009		Pending; Intent to Use. Statement of Use or 1st extension request due 06/01/2010
LOVE EXPRESS	3	77916079 20-JAN-2010		Pending; Intent to Use.

SCHEDULE C
COPYRIGHTS

Owner Express, LLC

EXPRESS, LLC Title	Registration No. Registration Date	Comments
3228 Mercy Me.	VAu000984548 2009-03-16	None.
3229 : Script Tee.	VAu000985613 2009-03-17	None.
3243 To The Death.	VAu000984545 2009-03-16	None.
3247 Sunset Falls.	VAu000984554 2009-03-16	None.
3rd From The Sun.	VAu000997943 2008-04-28	None.
A ROK ER 3075.	VA0001655154 2008-12-18	None.
Abbey Road 3082.	VA0001656693 2009-01-15	None.
After Forever.	VA0001623645 2007-12-06	None.
Almost Famous 3154.	VAu000978678 2009-01-15	None.
Among Angels 2963.	VA0001656422 2008-12-11	None.
Angels of Glory 2948.	VA0001656715 2009-01-15	None.
Anywhere but Here 3158.	VA0001656758 2009-01-15	None.
Ashes N Flames 2956.	VA0001655077 2008-12-16	None.
Ashes N Flames August 2956.	VA0001656739 2009-01-15	None.
Babe Stripe 3019.	VA0001655474 2008-12-17	None.
Beauty	VA0001659080 2008-04-28	None.
Behind the Lens 2993.	VA0001655068 2008-12-17	None.
Beloved Geo Girl 3099.	VA0001656754 2009-01-15	None.
Black Lines 2962 April.	VA0001656926 2009-01-16	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
Black Lines 2962 August.	VA0001656738 2009-01-15	None.
Blinged Gradient.	VA0001659011 2008-04-28	None.
Blown Up Rose.	VA0001659302 2008-04-28	None.
Bold Crowd Surf 3166.	VA0001656755 2009-01-15	None.
Bowery.	VA0001659068 2008-04-28	None.
Break Up 3156.	VA0001662428 2009-01-15	None.
Bridges To Grandeur 3083.	VA0001656696 2009-01-15	None.
Brooklyn Pride.	VA0001650365 2008-04-04	None.
Brooklyn Steel 3084.	VA0001656699 2009-01-15	None.
BRUIN PLAID	VA0001668158 2009-06-12	None.
Butterflies.	VA0001659303 2008-04-28	None.
Cement & Glass 3079.	VA0001656695 2009-01-15	None.
Chandelier Design.	VAu000997759 2008-04-28	None.
Change is the Only Constant.	VAu000997946 2008-04-28	None.
City Skull 3109.	VA0001656723 2009-01-15	None.
Coin Collection 3081 November.	VAu000978733 2009-01-16	None.
Coin Collection 3081.	VA0001656698 2009-01-15	None.
Contact Sheet 3020.	VA0001655465 2008-12-17	None.
Crown Skull.	VA0001623557 2007-12-06	None.
Defiance & Defense 2967.	VA0001656407 2008-12-11	None.
Defiance in Defense of Honor	VAu000997916 2008-04-28	None.
Defiance in Defense of Honor.	VAu000997948 2008-04-28	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
Deliverance 2966.	VA0001655074 2008-12-16	None.
Determination.	VA0001650370 2008-04-04	None.
Devilfish.	VA0001633551 2008-02-21	None.
Diamond Rock.	VA0001659144 2008-04-28	None.
Division Ludlow.	VA0001684381 2008-08-27	None.
DJ Rabid.	VA0001650363 2008-04-04	None.
Dumbo 3063.	VA0001656717 2009-01-15	None.
Eagles Triumph 2955.	VA0001655076 2008-12-16	None.
East Coast Div 3168.	VA0001656763 2009-01-15	None.
Empire State 3021.	VA0001655464 2008-12-17	None.
Endless Maze 3076.	VA0001656705 2009-01-15	None.
Escape from New York.	VA0001633550 2008-02-21	None.
Eternal Love.	VA0001659024 2008-04-28	None.
Exposed 3022	VA0001655475 2008-12-17	None.
Express Multi Shield 3050.	VA0001656713 2009-01-15	None.
Fading Beauty 3093.	VA0001656716 2009-01-15	None.
Fleur De Lion.	VA0001623556 2007-12-06	None.
Fleur Stripes.	VAu000997939 2008-04-28	None.
Flight for Love.	VA0001657742 2008-11-24	None.
Flocked Crest.	VA0001659035 2008-04-28	None.
Flocked Crest.	VA0001659090 2008-04-28	None.
Floral Temperance.	VAu000997952 2008-04-28	None.
Flourish Skulls 2960.	VA0001655075 2008-12-16	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
Forged Cement 3077 November.	VAu000979886 2009-01-16	None.
Forged Cement 3077.	VA0001655122 2008-12-18	None.
Forged Cement 3077.	VA0001656690 2009-01-15	None.
Fortitude.	VA0001650368 2008-04-04	None.
Fortune and Fame 3648.	VA0001660079 2008-11-24	None.
Futurist Collage 3087.	VA0001656692 2009-01-15	None.
Geo Badge 3071.	VA0001656975 2009-01-15	None.
Geometrix 3070.	VA0001658669 2009-01-15	None.
Girls Love Painters 3095.	VA0001656732 2009-01-15	None.
Glowing Lion.	VA0001659150 2008-04-28	None.
Hail to the Stripe.	VAu000997956 2008-04-28	None.
Hail to the Unknown.	VA0001650364 2008-04-04	None.
Heart Reason.	VA0001659058 2008-04-28	None.
Hellgate Stillwell.	VAu000997761 2008-04-28	None.
Honor Skull.	VA0001624885 2007-12-19	None.
Hope Muse Faith 3213.	VAu000982169 2009-01-16	None.
Hope Muse Faith 3214.	VAu000978756 2009-01-16	None.
Horizons 3239.	VAu000984649 2009-03-17	None.
Houndstooth Girl 3086.	VA0001656700 2009-01-15	None.
I am Qns Blvd 3098.	VA0001656729 2009-01-15	None.
Illuminate & Arise.	VAu000997760 2008-04-28	None.
Inferno of Sound 3165.	VA0001656742 2009-01-15	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
Inferno of Sound 3165A.	VA0001656927 2009-01-16	None.
JACK PLAID	VA0001668162 2009-06-12	None.
Leafy Butterfly.	VA0001659021 2008-04-28	None.
Live For Love.	VA0001659147 2008-04-28	None.
Long and Lean Lion.	VA0001659300 2008-04-28	None.
Love Wings Pant.	VA0001657746 2008-11-24	None.
Love Wings.	VA0001657749 2008-11-24	None.
Loyal Skull Wings 2949.	VA0001656424 2008-12-11	None.
Loyalty Angel.	VAu000997941 2008-04-28	None.
Marseilles 3195.	VAu000978730 2009-01-16	None.
Metropol.	VA0001623558 2007-12-06	None.
Music Doesn't Lie 2964.	VA0001655079 2008-12-16	None.
My Block 3198	VAu000978749 2009-01-16	None.
Night Passes.	VA0001623555 2007-12-06	None.
Note and Tone 3011.	VA0001655492 2008-12-17	None.
Novus Ordo.	VA0001623646 2007-12-06	None.
Obscure Beginnings 3172.	VA0001656747 2009-01-15	None.
OCEAN PLAID	VA0001668156 2009-06-12	None.
Paramount 2992.	VA0001655103 2008-12-18	None.
Power & Strength 2952.	VA0001655440 2008-12-11	None.
Power Lines 3211.	VAu000978744 2009-01-16	None.
Puzzling Lion 3007.	VA0001655462 2008-12-17	None.
Pyrate Radio	VA0001623649 2007-12-06	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
Reach The Skies 3016.	VA0001655467 2008-12-17	None.
Red Montreal.	VAu000997932 2008-04-28	None.
Reykjavik 3200.	VAu000978745 2009-01-16	None.
Rose Hoodie.	VA0001659054 2008-04-28	None.
Rose Pant.	VA0001659301 2008-04-28	None.
ROTH PLAID	VA0001668155 2009-06-12	None.
Salvation Arms 3189.	VAu000978736 2009-01-16	None.
Salvation Sword.	VAu000997960 2008-04-28	None.
Silent March 3062.	VA0001656694 2009-01-15	None.
Silhouette of two women with guns with fleur-de-lis design.	VA0001683860 2008-08-27	None.
Skull Globe.	VAu000997918 2008-04-28	None.
Skull Hairspray 2991.	VA0001655473 2008-12-17	None.
Skull Resurrection 3174.	VAu000978727 2009-01-16	None.
Sound Skull.	VA0001624886 2007-12-17	None.
Spoils-Methods.	VA0001623648 2007-12-06	None.
Stacked Text 3013.	VA0001655494 2008-12-17	None.
Stanton St.	VA0001659016 2008-04-28	None.
Stillwell 3078.	VA0001656697 2009-01-15	None.
Sublime Rose.	VA0001659084 2008-04-28	None.
Test.	VA0001650366 2008-04-04	None.
The Lifestyle 3151.	VAu000982171 2009-01-15	None.
Third From The Sun (with Skull Design)	VA0001683865 2008-08-27	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
Third Stone From The Sun.	VAu000997944 2008-04-28	None.
Tomorrow's Glory.	VA0001633553 2008-02-21	None.
Tongues of Distortion 3159.	VA0001656757 2009-01-15	None.
Tossed Roses.	VA0001659087 2008-04-28	None.
Towards Deliverance 3089.	VA0001655131 2008-12-18	None.
Towards the Breach 3167.	VA0001656753 2009-01-15	None.
Traffic Signs 3074.	VA0001655124 2008-12-18	None.
Triangle Beneath Canal.	VA0001623560 2007-12-06	None.
Trip the Switch 3150 October.	VAu000978726 2009-01-16	None.
Trip The Switch 3150.	VAu000978696 2009-01-15	None.
Triumph Is.	VAu000997763 2008-04-28	None.
Triumph Tyranny.	VA0001684382 2008-08-27	None.
Truth Over Faith.	VAu000997753 2008-04-28	None.
Twin Lion Loyalty.	VA0001623559 2007-12-06	None.
Twin Skulls 3246.	VAu000984617 2009-03-17	None.
Two Women with Broke Hearts Club.	VAu000997757 2008-04-28	None.
Underworld 3220.	VAu000978748 2009-01-16	None.
Upon the Bonds 3214.	VAu000979857 2009-01-16	None.
Upon The Flourish.	VAu000997963 2008-04-28	None.
Virtue Angel.	VAu000997929 2008-04-28	None.
Virtue Fleur 2957 August.	VA0001656749 2009-01-15	None.
Virtue Fleur 2957.	VA0001655078 2008-12-16	None.

EXPRESS, LLC Title	Registration No. Registration Date	Comments
West of Hudson.	VA0001659072 2008-04-28	None.
Winged Valor 2947 August.	VA0001656740 2009-01-15	None.
Wings of Sound 3012.	VA0001655480 2008-12-17	None.
With These Eyes 3008.	VA0001655102 2008-12-18	None.
Word Play 3157.	VA0001656761 2009-01-15	None.
XVII Hoodie.	VA0001657750 2008-11-24	None.
XVII Pant.	VA0001657752 2008-11-24	None.
XVII.	VA0001657745 2008-11-24	None.
Zuma.	VA0001659063 2008-04-28	None.