Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

United Retail Incorporated

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other:

Citizenship: DE

Execution Date(s) July 28, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA Zip: 02108

☒ Association Citizenship: USA
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☐ Other: Citizenship:

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)

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

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

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 62

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number

Authorized User Name:

9. Signature: _____
Signature

July 29, 2011
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $1565.00 85323643

SCHEDULE A

Trademarks

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Avenue Studio	85323643	5/18/11
CW Shoe (and design)	2642495	10/29/02
Cloudcare	2598919	7/23/02
Cloud Soft	2556445	4/2/02
Smart Memory Foam	2433810	3/6/01
Avenue (and design)	1563443	10/31/89
Avenues (and design)	1552946	8/22/89
Cloud Soft Comfort (and design)	1174357	10/20/81
AVENUE®	2218272	1/19/99
AVENUE®	2445518	4/24/01
AVENUE®	2474547	7/31/01
AVENUE®	2601626	7/30/02
AVENUE®	2608788	8/20/02
AVENUE®	2656395	12/3/02
AVENUE®	2727404	6/17/03
AVENUE®	2742451	7/29/03
AVENUE®	2860468	7/6/04
AVENUE®	2993599	9/13/05
AVENUE®	3221647	3/27/07
AVENUE®	3236862	5/1/07
AVENUE®	3337603	11/20/07
AVENUE™	85209694	1/4/11
AVENUE BLUES®	2089978	8/19/97
AVENUE BODY®	3337392	11/13/07
AVENUE BODY®	2534538	1/29/02
AVENUE DIRECT®	3418765	4/29/08
AVENUE ESSENTIALS®	2516111	12/11/01
AVENUE JEANS®	3470975	7/22/08
AVENUE PLUS®	2251168	6/8/09
AVENUE SIGNATURECHINO®	3475321	7/29/08
AVENUE.COM®	2472442	7/24/01
CLOUD HEEL STRIKE PAD®	2423679	1/23/01
CLOUD RACERS®	2170163	6/30/98
CLOUD WALK®	0634405	9/11/56
CLOUD WALKER®	0534076	11/28/50
CLOUD WALKERS®	2094680	9/9/97
CLOUD WALKERS®	2163410	6/9/98
CLOUD WALKERS®	2678430	1/21/03
CLOUDWALKERS®	2630831	10/8/02
CLOUD WALKERS® &	2673518	1/14/03

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Design (Banner design)		
DREAM CURVES®	2848836	6/1/04
FORELLI®	1528397	3/7/89
HIDDEN STYLE™	77893548	Pending
JUST LIKE WALKING ON AIR®	2351577	5/23/00
NOTHING SHOULD STOP YOU®	2300481	12/14/99
PETAL BOOST®	3772906	4/6/10
SEXY NIGHTS®	3613102	4/28/09
SEXY NIGHTS™	85063966	Pending
SEXY SECRETS®	3523077	10/28/08
SHIRT AVENUE®	3386257	2/19/08
SMOOTH EMBRACE®	3432105	5/20/08
SOFT BY AVENUE®	3230962	4/17/07
SOFT BY AVENUE ®	3299503	9/25/07
THE AVENUE®	1678620	3/10/92
THE AVENUE®	2065819	5/27/97
THE AVENUE®	2088167	8/12/97
THE AVENUE®	2144949	3/17/98
THE AVENUE SHOP FOR WOMEN®	1750551	2/2/93
THE AVENUE SHOP FOR WOMEN®	1773306	5/25/93
THE LARGE SIZE FASHION SOURCE®	2016250	11/1296
WALK ON AIR®	2055247	4/22/97
XTREME-TEK®	3569232	2/13/08

International Trademarks

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE	COUNTRY
AVENUE BLUESWEAR Collection®	TMA520522	12/14/99	Canada
AVENUE.COM®	1695850	1/7/02	China
AVENUE BLUESWEAR Collection®	718610	6/11/96	India
AVENUE BLUES®	171949	7/23/96	Turkey
AVENUE BLUESWEAR Collection®	176469	9/20/96	Turkey
AVENUE BY DESIGN®	180245	11/27/96	Turkey
THE AVENUE®	138078	8/14/92	Turkey
CLOUD WALKERS® & Design (Banner design)	1135516	6/17/02	EU

EXECUTION

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, UNITED RETAIL INCORPORATED, a Delaware corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of July 28, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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TRADEMARK
REEL: 004596 FRAME: 0724

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of July, 2011.

GRANTOR:

UNITED RETAIL INCORPORATED

By: _____
Name: Catherine Doucet
Title: Secretary/Treasurer

GRANTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative and Collateral Agent

By: _____
Name: Cory Loftus
Title: Director

TRADEMARK
REEL: 004596 FRAME: 0725

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of July, 2011.

GRANTOR:

UNITED RETAIL INCORPORATED

By: _____
Name: Catherine Doucet
Title: Secretary/Treasurer

GRANTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative and Collateral Agent

By: _____
Name: Cody Lothus
Title: Director