

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
GoJane.com, Inc.		11/13/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Aeropostale, Inc.
Street Address:	112 West 34th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10120
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3837976	GOJANE
Registration Number:	3864266	GOJANE
Registration Number:	4040079	GOJANE.COM
Registration Number:	4043645	GOJANE
Registration Number:	4047333	GOJANE

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-4559
 Email: vindra.richter@weil.com
 Correspondent Name: Vindra Richter c/o Weil et al
 Address Line 1: 767 Fifth Ave.
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	11727.0006/C.WADUGE/VR
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CH \$140.00 3837976

NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	12/04/2012
Total Attachments: 5 source=Aeropostale#page1.tif source=Aeropostale#page2.tif source=Aeropostale#page3.tif source=Aeropostale#page4.tif source=Aeropostale#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is delivered and effective as of November 13, 2012 by GoJane.com, Inc. ("Assignor"), to and in favor of Aéropostale, Inc. ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Assignor, Assignee and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor agrees to assign to Assignee, all of Assignor's right, title and interest in and to the Assigned Marks (as hereinafter defined); and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Assigned Marks and assign to Assignee, and Assignee wishes to accept assignment of, all worldwide right, title and interest in and to the Assigned Marks.

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

1. Assigned Marks. "Assigned Marks" shall mean the trademark registrations and applications for registration set forth on Schedule A hereto, and all goodwill associated with the foregoing.
2. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Marks, including the goodwill of the business in connection with which the Assigned Marks are used and which is symbolized by the Assigned Marks, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Marks that are or may be secured under the laws of the United States, Canada, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under 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 rights assigned under this Assignment.

3. Recordation of Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Marks.
4. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives, such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.
5. Purchase Agreement Governs. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.
6. Miscellaneous.
 - a. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
 - b. This Assignment shall be governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof.
 - c. If any provision of this Assignment or the application of any provision of this Assignment to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
 - d. This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

ASSIGNOR

GOJANE.COM, INC.

By: Tony Pung
Name: Tony Pung
Title: President

ASSIGNEE

AÉROPOSTALE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

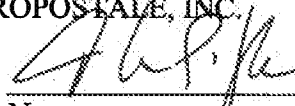
ASSIGNOR

GOJANE.COM, INC.

By: _____
Name:
Title:

ASSIGNEE

AÉROPOSTALE, INC.

By: 
Name: Thomas P. Johns
Title: CEO