

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
rue21, inc.		04/05/2013	CORPORATION: DELAWARE
rue services corporation		04/05/2013	CORPORATION: DELAWARE
r services llc		04/05/2013	LIMITED LIABILITY COMPANY: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as collateral agent
<b>Street Address:</b>	100 Federal Street, 9th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	85685300	RUE21 ETC!
Serial Number:	85698736	POSH BY RUE21
Serial Number:	85742750	CJ SPORT
Serial Number:	85750526	RUE BUCKS
Serial Number:	85756472	TRUE ACTIVE BY RUE 21
Serial Number:	85760017	POSH BY RUE21
Serial Number:	85855268	RUEMAN
Serial Number:	77293478	CJ
Serial Number:	77318759	REVERT ECO
Serial Number:	77975460	CARBON BLACK
Serial Number:	77975461	CJ BLACK
Serial Number:	77978469	MÉTRO BLACK RUE21

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Serial Number:	78505027	CARBON
Serial Number:	85051836	TWENTYONE BLACK
Serial Number:	85052127	CARBON ELEMENTS
Serial Number:	85157246	INTENSE BY RUE21
Serial Number:	85169238	TAREA BY RUE 21
Serial Number:	85292877	RUE BEAUTÉ
Serial Number:	85355832	RUNWAY 21 BY RUE21
Serial Number:	85602252	RUESWEETS

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2023704761  
Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1100 G Street NW, Suite 420  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144225
NAME OF SUBMITTER:	Jacqueline M. Billard
Signature:	/Jacqueline M. Billard/
Date:	04/08/2013

Total Attachments: 7  
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**SUPPLEMENT TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement (this "Supplement") is made as of this 5th day of April, 2013 by and among:

**rue21, inc.**, a Delaware corporation, for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers from time to time party to the Credit Agreement (as defined below);

**rue services corporation**, a Delaware corporation (a "New Borrower");

**r services llc**, a Virginia limited liability company (the "Guarantor") (the Lead Borrower, the New Borrower and the Guarantor are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"); and

**Bank of America, N.A.**, as collateral agent (in such capacity, the "Collateral Agent");

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 10, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Existing Credit Agreement"), by and among (i) the Lead Borrower (as successor by merger to rue21, inc., a Pennsylvania corporation) and the other Borrowers from time to time party thereto (individually, a "Borrower" and, collectively with the Lead Borrower, the "Borrowers"), (ii) the Guarantor and the other Guarantors from time to time party thereto (individually, a "Guarantor" and, collectively, the "Guarantors"), (iii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), and (iv) Bank of America, N.A., as Administrative Agent and Collateral Agent (in such capacities, the "Agent"); and

WHEREAS, reference is also hereby made to that certain Intellectual Property Security Agreement, dated as of April 10, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Intellectual Property Security Agreement"), by and among the Lead Borrower, the Guarantor and the Collateral Agent; and

WHEREAS, reference is made to that certain Joinder Agreement dated June 27, 2011 by an among the Lead Borrower, the New Borrower, the Guarantor and the Agent pursuant to which the New Borrower has joined in the execution of, and became a party to, among other agreements, the Existing Credit Agreement, the Security Agreement and the Intellectual Property Agreement as a Borrower and as a Grantor, as applicable; and

WHEREAS, the Agent, the Lenders, the Borrowers and the Guarantors have agreed to amend and restate the Existing Credit Agreement in its entirety pursuant to a certain Amended and Restated Credit Agreement of even date herewith (as amended, modified, supplemented or restated hereafter, the "Credit Agreement"); and

WHEREAS, the Grantors have developed and/or acquired additional IP Collateral and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional IP Collateral in favor of the Grantee.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Intellectual Property Security Agreement.
2. Supplement to Exhibit C. EXHIBIT C to the Intellectual Property Security Agreement is hereby supplemented, but not replaced, by EXHIBIT C-1 annexed hereto.
3. No Further Modification to Intellectual Property Security Agreement. Except as otherwise expressly provided herein, all terms and conditions of the Intellectual Property Security Agreement remain in full force and effect. The Grantors hereby ratify, confirm, and reaffirm that all representations and warranties of the Grantors contained in the Intellectual Property Security Agreement are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date.
4. Miscellaneous.
  - (a) This Supplement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.
  - (b) This Supplement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
  - (c) If any provision of this Supplement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Supplement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity

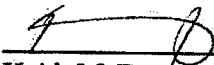
of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

- (d) This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto caused this Supplement to be executed and their seals to be hereto affixed as of the date first above written.

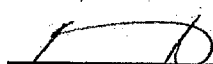
**rue21, inc., as a Grantor**

By:   
Name: Keith McDonough  
Title: Senior Vice President / CFO

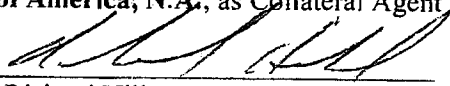
**rue services corporation, as a Grantor**

By:   
Name: Todd M. Lenhart  
Title: President / CEO

**r services llc, as a Grantor**

By:   
Name: Keith McDonough  
Title: Senior Vice President / CFO

**Bank of America, N.A., as Collateral Agent**

By: 

Name: Richard Hill

Title: Managing Director

Signature Page to Supplement to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005000 FRAME: 0888**

Exhibit C-1

**Trademark Applications**

Mark	Serial No.	Filing Date	Registered Owner of Trademark or Servicemark
RUE21 ETC!	85685300	07/24/12	RUE SERVICES CORPORATION
POSH BY RUE21	85698736	08/08/12	RUE SERVICES CORPORATION
CJ SPORT	85742750	10/01/12	RUE SERVICES CORPORATION
RUE BUCKS	85750526	10/10/12	RUE SERVICES CORPORATION
TRUE ACTIVE BY RUE 21	85756472	10/17/12	RUE SERVICES CORPORATION
POSH BY RUE21	85760017	10/22/12	RUE SERVICES CORPORATION
RUEMAN	85855268	02/27/2013	RUE SERVICES CORPORATION

**Trademark Registrations**

Mark	Serial No.	Filing Date	Registered Owner of Trademark or Servicemark
CJ and design (stylized)	77/293478	10/02/07	RUE SERVICES CORPORATION
REVERT ECO	77/318759	11/01/07	RUE SERVICES CORPORATION
CARBON BLACK	77/975460	06/04/07	RUE SERVICES CORPORATION
CJ BLACK	77/975461	05/16/07	RUE SERVICES CORPORATION
METRO BLACK RUE21	77/978469	04/20/09	RUE SERVICES CORPORATION
CARBON	78/505027	10/25/04	RUE SERVICES CORPORATION
TWENTYONE BLACK	85/051836	06/01/10	RUE SERVICES CORPORATION
CARBON ELEMENTS	85/052127	06/01/10	RUE SERVICES CORPORATION
INTENSE BY RUE21	85/157246	10/20/10	RUE SERVICES CORPORATION
TAREA BY RUE 21	85/169238	11/04/10	RUE SERVICES CORPORATION



<b>RUE BEAUTAE</b>	<b>85/292877</b>	<b>04/12/11</b>	<b>RUE SERVICES CORPORATION</b>
<b>RUNWAY 21 BY RUE21</b>	<b>85/355832</b>	<b>06/24/11</b>	<b>RUE SERVICES CORPORATION</b>
<b>RUESWEETS</b>	<b>85/602252</b>	<b>04/19/12</b>	<b>RUE SERVICES CORPORATION</b>

Exhibit C-1 to Supplement to Intellectual Property Security Agreement