

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, N.A.		06/12/2013	NATIONAL BANKING ASSOCIATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FIVE BELOW, INC.		
Street Address:	1818 Market Street		
Internal Address:	Suite 1900		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77964598	ROOM 2 ROOM	
Registration Number:	3959025	PARTIKI	
Registration Number:	4091585	ROOM 2 ROOM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.981.4252		
Email:	mconnells@pepperlaw.com		
Correspondent Name:	Sean P. McConnell		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$90.00 77964598

ATTORNEY DOCKET NUMBER:	125257.00004
NAME OF SUBMITTER:	Sean P. McConnell
Signature:	/Sean P. McConnell/
Date:	06/24/2013
Total Attachments: 5 source=Five Below WF release#page1.tif source=Five Below WF release#page2.tif source=Five Below WF release#page3.tif source=Five Below WF release#page4.tif source=Five Below WF release#page5.tif	

**NOTICE OF RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY  
(TRADEMARKS)**

This Release of Security Interest in Intellectual Property (Trademarks) (this "Release of Security Interest") is made this 12th day of June, 2013, by Wells Fargo Bank, National Association (together with its successors and permitted assigns, "Assignor"), in favor of Assignee (as defined below).

WHEREAS, in connection with that certain Amended and Restated Trademark Collateral Assignment and Security Agreement dated May 16, 2012 (the "Security Agreement") by and among the Assignor and Five Below, Inc. (together with its successors and assigns in such capacity, "Assignee"), said Security Agreement being recorded at the United States Patent and Trademark Office on May 24, 2012 at reel/frame 4787/0102, Assignee granted to Assignor a security interest in certain of its Collateral (as defined in the Security Agreement), including (i) those trademarks listed on Exhibit 1 attached hereto, together with all rights and privileges arising under applicable law with respect to Assignee's use of such trademarks and all reissues, extensions, continuation and renewals thereof (the "Merchandise Trademarks"), (ii) the goodwill of the business symbolized by each of the Merchandise Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Merchandise Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Merchandise Trademarks, (iv) 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; (v) the right to sue or bring other rights of action for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Assignee against third parties for past or future infringement of the Merchandise Trademarks (collectively, the "Merchandise Collateral"); and

WHEREAS, Assignor desires to release and discharge its security interest in the Merchandise Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby releases, discharges and remits to Assignee any and all right, title and interest in and to the Merchandise Collateral and reassigns to the Assignee any and all such right, title and interest that it may have in the Merchandise Collateral. Assignor further authorizes Assignee or Assignee's authorized representative to record this Release of Security Interest with the United States Patent and Trademark Office or any similar office or agency in any other country and to execute, acknowledge, procure and deliver to Assignee any and all further documents or instruments and do any and all further acts which the Assignee (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release of Security Interest and Assignee's (or its assignees') right, title and interest in and to the Merchandise Collateral.

Except as expressly provided herein, no other releases, changes or modifications to the Security Agreement are intended or implied, and in all other respects the Security Agreement is hereby specifically ratified, restated and confirmed by the signatories hereto.

This Release of Security Interest and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release of Security Interest and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, Wells Fargo Bank, National Association, duly executes this Release of Security Interest in Intellectual Property by its duly authorized officer as of the day and year first above written.

Wells Fargo Bank, National Association

By: *Peter Yelle*  
Name: Peter Yelle  
Title: Vice President

IN PRESENCE OF:

STATE OF MA )  
 )SS.  
COUNTY OF Suffolk )

On the 17<sup>th</sup> day of June, 2013, before me personally came Peter Yelle, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of Wells Fargo Bank, National Association, the national association described and which executed the foregoing instrument and that s/he signed her/his name thereto by order of the board of directors of said national association.

Dorothy M. Lepore  
Notary Public  
Name: DOROTHY M. LEPORE  
My Commission Expires: June 20, 2014

My Commission Expires:

ACKNOWLEDGED AND AGREED TO AS OF THE \_\_\_ DAY OF JUNE, 2013:

FIVE BELOW, INC.

By: \_\_\_\_\_  
Name: Kenneth R. Bull  
Title: Chief Financial Officer, Secretary and Treasurer

TRADEMARK RELEASE

IN WITNESS WHEREOF, Wells Fargo Bank, National Association, duly executes this Release of Security Interest in Intellectual Property by its duly authorized officer as of the day and year first above written.

Wells Fargo Bank, National Association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN PRESENCE OF:**

STATE OF \_\_\_\_\_ )

)SS.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of June, 2013, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of Wells Fargo Bank, National Association, the national association described and which executed the foregoing instrument and that s/he signed her/his name thereto by order of the board of directors of said national association.

\_\_\_\_\_  
Notary Public

Name:

My Commission Expires:

ACKNOWLEDGED AND AGREED TO AS OF THE \_\_\_\_ DAY OF JUNE, 2013:

FIVE BELOW, INC.

By: \_\_\_\_\_

Name: Kenneth R. Bull

Title: Chief Financial Officer, Secretary and  
Treasurer

TRADEMARK RELEASE

**TRADEMARK  
REEL: 005055 FRAME: 0218**

**EXHIBIT 1**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY</b>
PARTIKI	3,959,025	United States
ROOM 2 ROOM	4,091,585	United States
FIVE BELOW	TMA789594	Canada

<b>MARK</b>	<b>APPLICATION/SERIAL NUMBER</b>	<b>COUNTRY</b>
ROOM 2 ROOM	77/964,598	United States

TRADEMARK RELEASE EXHIBIT 1