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
Cerberus Business Finance, LLC		09/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Limited Stores, LLC
Street Address:	7775 Walton Parkway
Internal Address:	Attn: Legal Dept.
City:	New Albany
State/Country:	OHIO
Postal Code:	43054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	85360614	E
Serial Number:	85360619	E
Serial Number:	85360623	E
Serial Number:	85360629	E
Serial Number:	85360637	E
Serial Number:	85360639	E
Serial Number:	85360656	E
Serial Number:	85360664	E
Serial Number:	85360667	E
Serial Number:	85360674	E
Serial Number:	85360682	E
Serial Number:	85360696	E
Serial Number:	85393538	E

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Serial Number:	85393569	E
Serial Number:	85393549	E
Serial Number:	85393573	E
Serial Number:	85393577	E
Serial Number:	85266100	ELOQUII
Serial Number:	85266110	ELOQUII
Serial Number:	85300744	ELOQUII
Serial Number:	85300750	ELOQUII
Serial Number:	85300754	ELOQUII

CORRESPONDENCE DATA

Fax Number: 6145400659

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

Phone: 614.289.2318

Email: kreidenbach@thelimited.com

Correspondent Name: Kelly Reidenbach

Address Line 1: 7775 Walton Parkway

Address Line 2: The Limited, Attn: Legal Department

Address Line 4: New Albany, OHIO 43054

NAME OF SUBMITTER:	Kelly Reidenbach
Signature:	/kjr/
Date:	09/23/2013

Total Attachments: 4

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PARTIAL RELEASE
OF SECURITY INTEREST IN IP COLLATERAL

PARTIAL RELEASE OF SECURITY INTEREST IN IP COLLATERAL (this "Partial Release"), dated as of September 20, 2013, from Cerberus Business Finance, LLC, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and for the benefit of the Credit Parties (as defined in the Term Loan Agreement referred to below), to each of Limited Stores, LLC, a Delaware limited liability company, The Limited Stores GC, LLC, an Ohio limited liability company, and Limited Stores Company, LLC (f/k/a Mod Times Fashion Group, LLC), a Delaware limited liability company (individually, a "Grantor", and collectively, the "Grantors"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, reference is made to that certain Term Loan Agreement, dated as of December 20, 2011 (as amended, modified, supplemented or restated and in effect from time to time, the "Term Loan Agreement"), by and between, among other parties thereto, (i) the Grantors, (ii) Collateral Agent, and (iii) the Lenders (as defined therein) from time to time party thereto;

WHEREAS, in connection with the Term Loan Agreement, the Grantors executed and delivered that certain Intellectual Property Security Agreement, dated as of December 20, 2011, in favor of the Collateral Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors (i) granted to the Collateral Agent, for its own benefit and for the benefit of the Credit Parties, a lien on and security interest in, all of the Grantors' right, title, and interest, whether then owned or existing or thereafter created, acquired or arising, in and to the IP Collateral (as defined in the Security Agreement) (the "Security Interest"), and (ii) acknowledged and agreed that the Collateral Agent had and should continue to have for its own benefit and for the benefit of the Credit Parties a continuing Security Interest in all of the Grantors' right, title, and interest, whether then owned or existing or thereafter created, acquired or arising, in and to the IP Collateral;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4685, Frame 0641 on December 22, 2011; and

WHEREAS, the Collateral Agent now desires to release its Security Interest solely in the IP Collateral expressly identified in Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby releases and discharges its Security Interest solely in the IP Collateral expressly identified in Schedule A and any right, title or interest of the Collateral Agent in or to such IP

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Collateral shall hereby cease and become void. Nothing herein shall be deemed to constitute a release or discharge of the Collateral Agent's Security Interest in any IP Collateral not expressly identified in Schedule A, which Security Interest remains in full force and effect as of the date hereof.

SECTION 2. Further Assurances. At the sole cost and expense of the Grantors, the Collateral Agent shall execute and deliver to the Grantors all further releases and other documents (including without limitation Uniform Commercial Code amendment statements), each in form and substance reasonably satisfactory to the Collateral Agent, to further evidence the release of the Security Interest in the IP Collateral expressly identified in Schedule A.

SECTION 3. Governing Law. This Partial Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

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IN WITNESS WHEREOF, the undersigned has executed this Partial Release by its duly authorized officer as of the date first above written.

CERBERUS BUSINESS FINANCE, LLC
as Collateral Agent

By:_____
Name: Dan Wolf
Title: President

SCHEDULE A

Country	TM	App No	App Date	Reg No	Reg Date	Class	Status	Owner
CA	ELOQUII	1520162	22-Mar-2011			25	Pending	Limited Stores, LLC
CA	ELOQUII	1520163	22-Mar-2011			35	Pending	Limited Stores, LLC
CR	ELOQUII	2011-0003836	27-Apr-2011	215,522	13-Jan-2012	35	Registered	Limited Stores, LLC
CR	ELOQUII	2011-0003845	27-Apr-2011	215,999	16-Feb-2012	25	Registered	Limited Stores, LLC
PA	ELOQUII	202730	28-Jul-2011			25	Pending	Limited Stores, LLC
PA	ELOQUII	202731	28-Jul-2011			35	Pending	Limited Stores, LLC
US	E (Diagonal Design)	85360614	30-Jun-2011			3	Pending	Limited Stores, LLC
US	E (Diagonal Design)	85360619	30-Jun-2011			9	Pending	Limited Stores, LLC
US	E (Diagonal Design)	85360623	30-Jun-2011			14	Pending	Limited Stores, LLC
US	E (Diagonal Design)	85360629	30-Jun-2011			18	Pending	Limited Stores, LLC
US	E (Diagonal Design)	85360637	30-Jun-2011			25	Pending	Limited Stores, LLC
US	E (Diagonal Design)	85360639	30-Jun-2011			35	Pending	Limited Stores, LLC
US	E (Circle Design)	85360656	30-Jun-2011			3	Pending	Limited Stores, LLC
US	E (Circle Design)	85360664	30-Jun-2011			9	Pending	Limited Stores, LLC
US	E (Circle Design)	85360667	30-Jun-2011			14	Pending	Limited Stores, LLC
US	E (Circle Design)	85360674	30-Jun-2011			18	Pending	Limited Stores, LLC
US	E (Circle Design)	85360682	30-Jun-2011			25	Pending	Limited Stores, LLC
US	E (Circle Design)	85360696	30-Jun-2011			35	Pending	Limited Stores, LLC
US	E (Design)	85393538	9-Aug-2011			3	Pending	Limited Stores, LLC
US	E (Design)	85393569	9-Aug-2011			14	Pending	Limited Stores, LLC
US	E (Design)	85393549	9-Aug-2011	4187997	7-Aug-2012	25	Registered	Limited Stores, LLC
US	E (Design)	85393573	9-Aug-2011	4,184,312	31-Jul-2012	18	Registered	Limited Stores, LLC
US	E (Design)	85393577	9-Aug-2011	4219164	2-Oct-2012	35	Registered	Limited Stores, LLC
US	ELOQUII	85266100	14-Mar-2011	4195463	21-Aug-2012	25	Registered	Limited Stores, LLC
US	ELOQUII	85266110	14-Mar-2011	4110159	6-Mar-2012	35	Registered	Limited Stores, LLC
US	ELOQUII	85300744	21-Apr-2011			3	Pending	Limited Stores, LLC
US	ELOQUII	85300750	21-Apr-2011	4195534	21-Aug-2012	14	Registered	Limited Stores, LLC
US	ELOQUII	85300754	21-Apr-2011	4195535	21-Aug-2012	18	Registered	Limited Stores, LLC

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