

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rue Services Corporation		10/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as collateral agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4305323	POSH BY RUE21
Registration Number:	4305019	RUE21 ETC!
Registration Number:	3974700	TAREA BY RUE 21
Registration Number:	3636753	CARBON
Registration Number:	3363890	RUE21 ETC!
Registration Number:	3332888	CARBON
Registration Number:	3304438	RUE BY RUE21
Registration Number:	3038474	SPARKLE RUE21
Registration Number:	3738169	MÉTRO BLACK RUE21
Registration Number:	3437485	CJ BLACK
Registration Number:	3437484	CARBON BLACK
Registration Number:	3774496	RUE KICKS
Registration Number:	3886903	TWENTYONE BLACK
Registration Number:	3522167	REVERT ECO

OP \$890.00 4305323

Registration Number:	3440193	CJ
Registration Number:	3648607	PINK ICE RUE21
Registration Number:	4305383	RUE BUCKS
Registration Number:	4253746	RUESWEETS
Registration Number:	4140336	RUNWAY 21 BY RUE21
Registration Number:	4093339	RUE BEAUTÉ
Registration Number:	4081128	INTENSE BY RUE21
Registration Number:	4064198	CARBON ELEMENTS
Registration Number:	4106257	TWENTYONE BLACK
Registration Number:	4049687	MÉTRO BLACK RUE21
Registration Number:	2592035	RUE 21
Registration Number:	2450257	RUE 21
Registration Number:	2276778	RUE 21
Registration Number:	2407212	TAREA BY RUE 21
Registration Number:	2123489	RUE 21
Serial Number:	85912108	RUEMAN
Serial Number:	85855268	RUEMAN
Serial Number:	85927901	RUEGUY
Serial Number:	85760017	POSH BY RUE21
Serial Number:	85756472	TRUE ACTIVE BY RUE 21
Serial Number:	85742750	CJ SPORT

CORRESPONDENCE DATA

Fax Number:

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

Email: wayne.fitzpatrick@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Wayne Fitzpatrick/
Date:	10/14/2013

Total Attachments: 7

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TRADEMARK
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 10, 2013, by and among RUE SERVICES CORPORATION (“Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of October 10, 2013 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/First Lien Intercreditor Agreement, dated as of October 10, 2013 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “ABL/First Lien Intercreditor Agreement”). In the event of any conflict among the terms of the ABL/First Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL/First Lien Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RUE SERVICES CORPORATION

By: 

Name: Todd Lenhart

Title: Chief Executive Officer and President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name:

Title:

Tony Wong
Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005130 FRAME: 0569

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER
Rue Services Corporation	POSH BY RUE21	4305323
Rue Services Corporation	RUE21 ETC!	4305019
Rue Services Corporation	TAREA BY RUE 21	3974700
Rue Services Corporation	CARBON	3636753
Rue Services Corporation	RUE21 ETC!	3363890
Rue Services Corporation	CARBON	3332888
Rue Services Corporation	RUE BY RUE21	3304438
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OWNER	TRADEMARK	REGISTRATION NUMBER
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Rue Services Corporation	MÉTRO BLACK RUE21	4049687
Rue Services Corporation	RUE 21	2592035
Rue Services Corporation	RUE 21	2450257
Rue Services Corporation	RUE 21	2276778
Rue Services Corporation	TAREA BY RUE 21	2407212
Rue Services Corporation	RUE 21	2123489

Applications:

OWNER	TRADEMARK	SERIAL NUMBER	STATUS
Rue Services Corporation	RUEMAN	85912108	ITU Application
Rue Services Corporation	RUEMAN	85855268	ITU Application
Rue Services Corporation	RUEGUY	85927901	ITU Application
Rue Services Corporation	POSH BY RUE21	85760017	ITU Application
Rue Services Corporation	TRUE ACTIVE BY RUE 21	85756472	ITU Application
Rue Services Corporation	CJ SPORT	85742750	ITU Application