

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM340125

|  |   |                       |  |
|--|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT  |                       |  |
| <b>NATURE OF CONVEYANCE:</b>   | PARTIAL RELEASE OF SECURITY INTEREST PREVIOUSLY<br>RECORDED AT REEL/FRAME (5050/0123) |                       |  |
| <b>CONVEYING PARTY DATA</b>  |   |                       |  |
| <b>Name</b>  | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                               |
| THE BANK OF NEW YORK<br>MELLON TRUST COMPANY,<br>N.A., as Collateral Agent |   | 05/01/2015            | a national banking association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>  |   |                       |  |
| <b>Name:</b>   | HOT TOPIC MERCHANDISING, INC.   |                       |  |
| <b>Street Address:</b>   | 18501 E. San Jose Avenue  |                       |  |
| <b>City:</b>   | City of Industry  |                       |  |
| <b>State/Country:</b>  | CALIFORNIA  |                       |  |
| <b>Postal Code:</b>  | 91748   |                       |  |
| <b>Entity Type:</b>  | CORPORATION: DELAWARE   |                       |  |
| <b>PROPERTY NUMBERS Total: 20</b>  |   |                       |  |
| <b>Property Type</b>   | <b>Number</b>   | <b>Word Mark</b>      |  |
| Registration Number:   | 3071854   |                       |  |
| Registration Number:   | 3071853   |                       |  |
| Registration Number:   | 3086247   |                       |  |
| Registration Number:   | 3583380   | DIVASTATUS            |  |
| Registration Number:   | 3021003   | DIVASTYLE             |  |
| Registration Number:   | 2589763   | TORRID                |  |
| Registration Number:   | 3550167   | TORRID BRIDE          |  |
| Registration Number:   | 2589762   | TORRID                |  |
| Registration Number:   | 3229457   | SENSUOUS PLUNGE       |  |
| Registration Number:   | 2855912   | TORRID                |  |
| Registration Number:   | 2855909   | TORRID                |  |
| Registration Number:   | 2771872   | TORRID                |  |
| Registration Number:   | 4306276   | WE SWEAR BY THE FIT   |  |
| Registration Number:   | 4254124   | TORRID                |  |
| Registration Number:   | 4376485   | WE SWEAR BY THE FIT   |  |
| Registration Number:   | 4376496   | TORRID                |  |
| Registration Number:   | 4403424   | HAUTE CASH            |  |

CH \$515.00 3071854

| Property Type        | Number   | Word Mark            |
|----------------------|----------|----------------------|
| Registration Number: | 4180514  | RETRO CHIC BY TORRID |
| Registration Number: | 4262019  | RETRO CHIC BY TORRID |
| Serial Number:       | 85746987 | LEAN JEAN            |

  

**CORRESPONDENCE DATA**

Fax Number: 6502515002

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6502515094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

  

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 001217/0012     |
| NAME OF SUBMITTER:      | J. Jason Mull   |
| SIGNATURE:              | /J. Jason Mull/ |
| DATE SIGNED:            | 05/01/2015      |

  

**Total Attachments: 4**

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**PARTIAL RELEASE OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

PARTIAL RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Partial Release"), dated as of May 1, 2015, from THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent under the Security Agreement (as defined below) (in such capacity, the "Grantee") for its own benefit and for the benefit of the other Notes Secured Parties referred to in the Security Agreement (as defined below), to HOT TOPIC MERCHANDISING, INC., a Delaware corporation (the "Grantor"). 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 Security Agreement, dated as of June 12, 2013 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and between, among others, the Grantor and the Grantee;

WHEREAS, in connection with the Security Agreement, the Grantor, among others, executed and delivered that certain Grant of Security Interest in United States Trademarks, dated as of June 12, 2013, in favor of the Grantee (the "Grant Agreement");

WHEREAS, pursuant to the Grant Agreement, the Grantor granted to the Grantee, for its own benefit and for the benefit of the other Notes Secured Parties, a lien on and security interest in, all of the Grantor's right, title, and interest to, among other things, the Trademarks set forth on Schedule A attached hereto, together with all (i) rights and privileges arising under applicable law with respect to the Grantor's use of such Trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) goodwill of the businesses with which such Trademarks are associated, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, and (vi) rights to sue for past, present and future infringements thereof (the Trademarks set forth on Schedule A attached hereto, together with the items described in the foregoing clauses (i) through (vi) with respect to such Trademarks, are hereinafter referred to as the "Specified Collateral");

WHEREAS, the Grant Agreement was recorded with the United States Patent and Trademark Office at Reel 5050, Frame 0123 on June 13, 2013; and

WHEREAS, the Grantee now desires to release the entirety of its security interest solely in the Specified Collateral.

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 Grantee hereby agrees as follows:

SECTION 1. Release of Security Interest. The Grantee hereby terminates, releases and discharges its security interest solely in the Specified Collateral, and any right, title or interest of the Grantee in or to such Specified Collateral shall hereby cease and become void. Nothing herein shall be deemed to constitute a release or discharge of the Grantee's security interest in any other Collateral (including, without limitation, any Trademarks owned by the Grantor or any Affiliate thereof not expressly identified on Schedule A attached hereto), which security interest remains in full force and effect as of the date hereof.

SECTION 2. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary (at the sole expense of the Grantor) to effect the release of the security interest in solely in the Specified Collateral as contemplated hereby.

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.

SECTION 4. Concerning the Collateral Agent. The Collateral Agent makes no representation or warranty as to the validity or sufficiency of this Partial Release or for or in respect of the recitals contained herein, all of which recitals are made solely by the Grantor. In executing this Partial Release, the Collateral Agent shall be entitled to the benefit of every provision of the Indenture and the Security Documents relating to the conduct or affecting the liability of or affording protection to the Collateral Agent, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided.

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EXECUTION COPY

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

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.  
as Grantee

By: Alex Briffett  
Name: Alex Briffett  
Title: Vice President

**SCHEDULE A**

| <b>Grantor</b>                | <b>Mark</b>                      | <b>App./Reg. No.</b> |
|-------------------------------|----------------------------------|----------------------|
| Hot Topic Merchandising, Inc. | Flaming Heart Design             | 3071854              |
| Hot Topic Merchandising, Inc. | Flaming Heart Design             | 3071853              |
| Hot Topic Merchandising, Inc. | Flaming Heart Design             | 3086247              |
| Hot Topic Merchandising, Inc. | DIVASTATUS                       | 3583380              |
| Hot Topic Merchandising, Inc. | DIVASTYLE                        | 3021003              |
| Hot Topic Merchandising, Inc. | TORRID                           | 2589763              |
| Hot Topic Merchandising, Inc. | TORRID BRIDE                     | 3550167              |
| Hot Topic Merchandising, Inc. | TORRID                           | 2589762              |
| Hot Topic Merchandising, Inc. | SENSUOUS PLUNGE                  | 3229457              |
| Hot Topic Merchandising, Inc. | TORRID                           | 2855912              |
| Hot Topic Merchandising, Inc. | TORRID                           | 2855909              |
| Hot Topic Merchandising, Inc. | TORRID                           | 2771872              |
| Hot Topic Merchandising, Inc. | WE SWEAR BY THE FIT              | 4306276              |
| Hot Topic Merchandising, Inc. | TORRID<br>(New Logo)             | 4254124              |
| Hot Topic Merchandising, Inc. | LEAN JEAN                        | 85/746987            |
| Hot Topic Merchandising, Inc. | WE SWEAR BY THE FIT              | 4376485              |
| Hot Topic Merchandising, Inc. | TORRID<br>(New Logo)             | 4376496              |
| Hot Topic Merchandising, Inc. | HAUTE CASH                       | 4403424              |
| Hot Topic Merchandising, Inc. | RETRO CHIC BY TORRID &<br>Design | 4180514              |
| Hot Topic Merchandising, Inc. | RETRO CHIC BY TORRID &<br>Design | 4262019              |