

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM342077

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		05/01/2015	National Association: 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	
Registration Number:	4180514	RETRO CHIC BY TORRID	
Registration Number:	4262019	RETRO CHIC BY TORRID	
<b>TRADEMARK</b>			

OP \$515.00 3071854

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	85746987	LEAN JEAN

  

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Dwayne C. Houston

**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F155455
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	05/21/2015

**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 BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Grantee") for its own benefit and for the benefit of the other Credit 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 Credit 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 0230 on June 12, 2013; and

WHEREAS, the Grantee now desires to release 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. 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.

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

**BANK OF AMERICA, N.A., as Grantee**

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

Name: Matthew Potter

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 (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 (New Logo)	4376496
Hot Topic Merchandising, Inc.	HAUTE CASH	4403424
Hot Topic Merchandising, Inc.	RETRO CHIC BY TORRID & Design	4180514
Hot Topic Merchandising, Inc.	RETRO CHIC BY TORRID & Design	4262019