

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIMITED STORES, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4400281	UNLIMITED CONFIDENCE	
Serial Number:	86252480	HUNTERS RUN	
Serial Number:	85927586	IDEAL STRETCH	
Serial Number:	86605961	LEADERS OF THE UNLIMITED	
Serial Number:	86605949	LEADERS OF THE UNLIMITED	
Serial Number:	86538416	LEADING LOOKS LIKE	
Serial Number:	86538442	LEADING LOOKS LIKE	
Serial Number:	86569302	LIMITED TOO	
Serial Number:	86569311	LIMITED TOO	
Serial Number:	86569321	LIMITED TOO	
Serial Number:	86569332	LIMITED TOO	
Serial Number:	86569335	LIMITED TOO	
Serial Number:	86569342	LIMITED TOO	
Serial Number:	86569352	LIMITED TOO	
Serial Number:	86569358	LIMITED TOO	
Serial Number:	86569367	LIMITED TOO	
Serial Number:	86569369	LIMITED TOO	
Serial Number:	86569377	LIMITED TOO	
Serial Number:	86620048	LTD	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86620059	LTD
Serial Number:	86624795	LTD
Serial Number:	85927599	TALK IS CHIC
Serial Number:	85842193	THE LIMITED
Serial Number:	85611863	THE LIMITED
Serial Number:	86228215	THE LIMITED
Serial Number:	85611977	THE LIMITED
Serial Number:	85612008	THE LIMITED

CORRESPONDENCE DATA

Fax Number:

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: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156102
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	05/28/2015

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

May 27, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LIMITED STORES, LLC, a Delaware limited liability (the "Grantor"), hereby grants to BANK OF AMERICA, N.A., as agent for its own benefit and the benefit of the other Credit Parties referred to in the Credit Agreement described below, with offices at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all General Intangibles (as defined in the Security Agreement referred to below) connected with the use of, or related to, any and all Marks (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Marks and the use thereof), (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses (as defined in the IP Security Agreement referred to below) entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (v) the right to sue for past, present and future infringements and dilutions of any of the foregoing, (vi) all of the Grantor's rights corresponding to any of the foregoing throughout the world, and (vii) all products, proceeds, substitutions, and accessions of or to any of the foregoing.


THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all Obligations, as such term is defined in that certain Credit Agreement dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by, among others, the Grantor and the Grantee. The rights

and remedies of the Grantee with respect to the security interest granted herein are as set forth in (i) the Credit Agreement, (ii) that certain Security Agreement dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”) by, among others, the Grantor and the Grantee, and (iii) that certain Intellectual Property Security Agreement dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”) by, among others, the Grantor and the Grantee, all terms and provisions of which Credit Agreement, Security Agreement and IP Security Agreement are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the Security Agreement or the IP Security Agreement, GSA, the provisions of the Credit Agreement, the Security Agreement or the IP Security Agreement, as applicable, shall govern.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

LIMITED STORES, LLC, as Grantor

By: 
Name: John D. Buell
Title: Executive Vice President,
Chief Financial Officer,
Chief Administrative Officer and
Assistant Secretary

BANK OF AMERICA, N.A., as Grantee

By: 
Name: Brian P. Lindblom
Title: Vice President

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005524 FRAME: 0811

SCHEDULE A

Trademark Name	Registration Number	Application Number	Application/Registration Date
HUNTERS RUN	n/a	86/252,480	4/15/2014
IDEAL STRETCH	n/a	85/927,586	5/9/2013
LEADERS OF THE UNLIMITED	n/a	86/605,961	4/22/2015
LEADERS OF THE UNLIMITED	n/a	86/605,949	4/22/2015
LEADING LOOKS LIKE	n/a	86/538,416	2/18/2015
LEADING LOOKS LIKE	n/a	86/538,442	2/18/2015
LIMITED TOO	n/a	86/569,302	3/19/2015
LIMITED TOO	n/a	86/569,311	3/19/2015
LIMITED TOO	n/a	86/569,321	3/19/2015
LIMITED TOO	n/a	86/569,332	3/19/2015
LIMITED TOO	n/a	86/569,335	3/19/2015
LIMITED TOO	n/a	86/569,342	3/19/2015
LIMITED TOO	n/a	86/569,352	3/19/2015
LIMITED TOO	n/a	86/569,358	3/19/2015
LIMITED TOO	n/a	86/569,367	3/19/2015
LIMITED TOO	n/a	86/569,369	3/19/2015
LIMITED TOO	n/a	86/569,377	3/19/2015
LTD	n/a	86/620,048	5/5/2015
LTD	n/a	86/620,059	5/5/2015
LTD	n/a	86/624,795	5/5/2015
TALK IS CHIC	n/a	85/927,599	5/9/2013
THE LIMITED	n/a	85/842,193	2/6/2013
THE LIMITED	n/a	85/611,863	4/30/2012

SCHEDULE A

THE LIMITED	n/a	86/228,215	3/21/2014
THE LIMITED	n/a	85/611,977	4/30/2012
THE LIMITED	n/a	85/612,008	4/30/2012
UNLIMITED CONFIDENCE	4400281	85/923,011	Application Date: 5/3/2013 Registration Date: 9/10/2013

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Schedule A to Grant of Security Interest in United States Trademarks

RECORDED: 05/28/2015

**TRADEMARK
REEL: 005524 FRAME: 0813**