

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AEROPOSTALE PROCUREMENT COMPANY, INC.		03/30/2016	Corporation: DELAWARE
AEROPOSTALE WEST, INC.		03/30/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	AERO INVESTORS LLC
<b>Street Address:</b>	c/o SYCAMORE PARTNERS
<b>Internal Address:</b>	9 WEST 57TH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
<b>Registration Number:</b>	4609927	AEROPOSTALE MAXIMUM
<b>Registration Number:</b>	4609931	
<b>Registration Number:</b>	4697284	LLD
<b>Registration Number:</b>	4697285	PIER 62
<b>Registration Number:</b>	4697287	LEAGUE 87
<b>Registration Number:</b>	4721541	PRIME AEROPOSTALE
<b>Registration Number:</b>	4721546	SOHO NIGHTS AEROPOSTALE
<b>Registration Number:</b>	4733147	JUNIE AND JADE
<b>Registration Number:</b>	4794024	AERO
<b>Registration Number:</b>	4895881	AEROPOSTALE
<b>Serial Number:</b>	86272597	AEROPOSTALE CLOUD 9
<b>Serial Number:</b>	86680628	AEROPOSTALE GENERAL STORE
<b>Serial Number:</b>	86706886	TWIN FARMS TRADING COMPANY
<b>Serial Number:</b>	86706831	TWIN FARMS GENERAL STORE
<b>Serial Number:</b>	86511521	TOKYO DARLING
<b>Serial Number:</b>	86511509	TOKYO DARLING

CH \$590.00 4609927

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86866961	PRINCE & FOX
Serial Number:	86564920	LOVE3
Serial Number:	86525390	INVITE ONLY
Serial Number:	86867021	
Serial Number:	86867232	CAPE JUBY
Serial Number:	86511518	BROOKLYN CALLING
Serial Number:	86511499	BROOKLYN CALLING

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*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:** 2124464800

**Email:** hayley.smith@kirkland.com

**Correspondent Name:** KIRKLAND & ELLIS LLP

**Address Line 1:** ATTN HAYLEY SMITH, SR. LEGAL ASSISTANT

**Address Line 2:** 601 LEXINGTON AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	24422/27 (HS)
<b>NAME OF SUBMITTER:</b>	Hayley Smith
<b>SIGNATURE:</b>	//Hayley Smith//
<b>DATE SIGNED:</b>	03/31/2016

**Total Attachments: 13**

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**SUPPLEMENT TO TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT**

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March 30, 2016

THIS SUPPLEMENT TO TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this “**Agreement**”) is made between

Aero Investors LLC, a Delaware limited liability company, as agent (in such capacity, the “**Agent**”), c/o Sycamore Partners, 9 West 57<sup>th</sup> Street, 31<sup>st</sup> Floor, New York, New York 10019, for itself and certain other Credit Parties (as defined in the Loan Agreement referred to below),

and

Aeropostale, Inc. (the “**Borrower**”), a Delaware corporation,

and

Aeropostale West, Inc., a Delaware corporation, Jimmy’Z Surf Co., LLC, a Delaware limited liability company, Aero GC Management LLC, a Virginia limited liability company, Aeropostale Procurement Company, Inc., a Delaware corporation, Aeropostale Licensing, Inc., a Delaware corporation, P.S. from Aeropostale, Inc., a Delaware corporation, and GoJane LLC, a Delaware limited liability company (the foregoing, individually a “**Guarantor**” and collectively, the “**Guarantors**”, and together with the Borrower, individually a “**Grantor**” and collectively, the “**Grantors**”), each with an address at 112 West 34th Street, New York, New York 10120.

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

WHEREAS, reference is made to a certain Loan and Security Agreement dated as of May 23, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Loan Agreement**”), by and among certain of the Grantors, the Agent and the lenders party thereto from time to time (the “**Lenders**”);

WHEREAS, in connection with the Loan Agreement, the Agent and Grantors entered into that certain Trademark and Trademark Applications Security Agreement dated as of May 23, 2014 (the “**Trademark Security Agreement**”);

WHEREAS, to supplement the Trademark Security Agreement, the Grantors wish to enter into this Agreement to grant pledges and security interests in favor of the Agent, for the ratable benefit of itself and the other Credit Parties, as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS:** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Grantors' prompt, punctual, and faithful performance of all Obligations, each of the Grantors hereby ratifies such security interest and grants to the Agent, for its own benefit and the benefit of the other Credit Parties, a continuing security interest in and to, and assigns to the Agent, for the ratable benefit of itself and the other Credit Parties, the following, and each item thereof, whether now owned or now due, or in which such Grantor has an interest, or hereafter acquired, arising, or to become due, or in which such Grantor obtains an interest, and all products, Proceeds, substitutions, and accessions of or to any of the following (all of which, collectively, is referred to herein as the "**TM Collateral**");

(a) All of such Grantor's Trademarks listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any Goodwill connected with and symbolized by any such Trademarks (the "**Scheduled Trademarks**");

(b) All renewals of any of the foregoing;

(c) 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 entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(d) The right to sue for past, present and future infringements and dilutions of, and unfair competition regarding, any of the foregoing; and

(e) All of such Grantor's rights corresponding to any of the foregoing throughout the world;

provided, that, the TM Collateral shall not include Excluded Assets.

3. **GRANTORS' REPRESENTATIONS AND WARRANTIES:** The Grantors represent and warrant that:

(a) The registered Trademarks and Trademark applications set forth on **EXHIBIT A**, together with the Trademarks set forth on EXHIBIT A to the Trademark Security Agreement, include all of the registered Trademarks and Trademark applications now owned by the Grantors.

(b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Agent and other than Permitted Encumbrances.

4. **GRANTORS' RIGHTS TO ENFORCE TRADEMARKS:** Prior to the Agent's giving of notice to the Grantors following the occurrence and during the continuance of an Event of Default, the Grantors shall have the exclusive right (subject to the Intercreditor Agreement) to sue for past, present and future infringement of the Trademarks including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Trademarks against infringement by third parties, *provided, however:*

(a) The Grantors first provide the Agent with written notice of the Grantors' intention to so sue for enforcement of any Trademark.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this Section 6.

5. **AGENT'S ACTIONS TO PROTECT TRADEMARKS:** In the event of

(a) the Grantors' failure, within five (5) days of written notice from the Agent, to cure any failure by the Grantors to perform any of Grantors' obligations hereunder; and/or

(b) the occurrence and continuance of any Event of Default,

the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection therewith.

6. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the TM Collateral, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the TM Collateral. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing that the Agent is authorized to exercise such rights and remedies.

7. **AGENT AS ATTORNEY IN FACT:**

(a) The Grantors hereby irrevocably constitute and designate the Agent as the Grantors' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced herein.

(ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the TM Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 7(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act constituted willful misconduct, gross negligence or actual bad faith.

**8. AGENT'S RIGHTS:**

(a) Any use by the Agent of the TM Collateral, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement, the Loan Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Agreement, the Security Agreement, the Trademark Security Agreement or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the TM Collateral, which rights are effective except following the occurrence and during the continuance of any Event of Default.

**9. INTENT:** This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the Scheduled Trademarks with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents. All provisions of the Loan Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents shall apply to the TM Collateral. The Agent shall have the same

rights, remedies, powers, privileges and discretions with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement, on the one hand, and the Loan Agreement or the Security Agreement, on the other hand, the terms of this Agreement shall control with respect to the TM Collateral and the terms of the Loan Agreement and the Security Agreement shall control with respect to all other Collateral.

10. **CHOICE OF LAWS:** This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitations) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Grantors and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written. It is intended that this Agreement take effect as a sealed instrument.


**GRANTORS:**

AEROPOSTALE, INC.  
AEROPOSTALE WEST, INC.  
JIMMY'Z SURF CO., LLC  
AERO GC MANAGEMENT LLC  
AEROPOSTALE PROCUREMENT COMPANY,  
INC.  
AEROPOSTALE LICENSING, INC.  
P.S. FROM AEROPOSTALE, INC.  
GOJANELLC

By:

Name:

Title:

  
David J. Dick  
CFO



AGENT:

AERO INVESTORS LLC

By: 

Name: Stefan Kaluzny

Title: CEO and President



**Exhibit A to  
Supplement to Trademark and Trademark Applications  
Security Agreement**



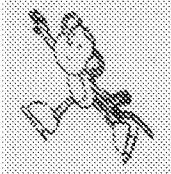




**U.S. FEDERAL TRADEMARK REGISTRATION AND APPLICATIONS**




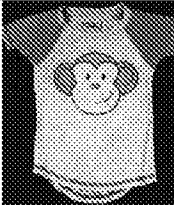
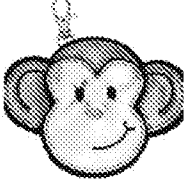

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Owner</b>
AERO	U.S. Federal	REGISTERED	86486763	4794024	19-DEC-2014	18-AUG-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
AEROPOSTALE	U.S. Federal	REGISTERED	86727210	4895881	17-AUG-2015	02-FEB-2016	AEROPOSTALE PROCUREMENT COMPANY, INC.
AEROPOSTALE CLOUD 9	U.S. Federal	PENDING	86272597		06-MAY-2014		AEROPOSTALE PROCUREMENT COMPANY, INC.
AEROPOSTALE GENERAL STORE	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86680628		01-JUL-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
AEROPOSTALE MAXIMUM	U.S. Federal	REGISTERED	86272042	4609927	05-MAY-2014	23-SEP-2014	AEROPOSTALE PROCUREMENT COMPANY, INC.
TWIN FARMS TRADING COMPANY	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86706886		28-JUL-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
TWIN FARMS GENERAL STORE	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86706831		28-JUL-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
TOKYO DARLING	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86511521		22-JAN-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
TOKYO DARLING	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86511509		22-JAN-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
SOHO NIGHTS AEROPOSTALE	U.S. Federal	REGISTERED	86272570	4721546	06-MAY-2014	14-APR-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
PRINCE & FOX PRINCE & FOX	U.S. Federal	PENDING	86866961		06-JAN-2016		AEROPOSTALE PROCUREMENT COMPANY, INC.

Trademark	Jurisdiction	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
PRIME AEROPOSTALE	U.S. Federal	REGISTERED	86271762	4721541	05-MAY-2014	14-APR-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
PIER 62	U.S. Federal	REGISTERED	86271794	4697285	05-MAY-2014	03-MAR-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
LOVE <sup>3</sup>	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86564920		16-MAR-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
 LLD	U.S. Federal	REGISTERED	86271696	4697284	05-MAY-2014	03-MAR-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
LEAGUE 87	U.S. Federal	REGISTERED	86271836	4697287	05-MAY-2014	03-MAR-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
JUNIE AND JADE	U.S. Federal	REGISTERED	86290114	4733147	23-MAY-2014	05-MAY-2015	AEROPOSTALE PROCUREMENT COMPANY, INC.
INVITE ONLY	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86525390		05-FEB-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
 Design Only	U.S. Federal	REGISTERED	86275816	4609931	08-MAY-2014	23-SEP-2014	AEROPOSTALE PROCUREMENT COMPANY, INC.
 Design Only	U.S. Federal	PENDING	86867021		06-JAN-2016		AEROPOSTALE PROCUREMENT COMPANY, INC.
CAPE > JUBY	U.S. Federal	PENDING	86867232		06-JAN-2016		AEROPOSTALE PROCUREMENT COMPANY, INC.
BROOKLYN CALLING	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86511518		22-JAN-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.
BROOKLYN CALLING	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86511499		22-JAN-2015		AEROPOSTALE PROCUREMENT COMPANY, INC.

**US STATE/PUERTO RICO TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Status</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
Design Only	RENEWED FL	U.S. STATE FLORIDA	T05000000906	14-JUL-2005	AEROPOSTALE WEST, INC.
Design Only	RENEWED AZ	U.S. STATE ARIZONA	49822	26-AUG-2005	AEROPOSTALE WEST, INC.
 Design Only	RENEWED OR	U.S. STATE OREGON	38558	14-JUN-2005	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CA	U.S. STATE CALIFORNIA	110964	10-JUN-2005	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CT	U.S. STATE CONNECTICUT	22375	09-JUN-2005	AEROPOSTALE WEST, INC.
Design Only	RENEWED NY	U.S. STATE NEW YORK	R30625	09-JUN-2005	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CO	U.S. STATE COLORADO	20051220460	03-JUN-2005	AEROPOSTALE WEST, INC.
 Design Only	RENEWED WA	U.S. STATE WASHINGTON	33151	03-JUN-2005	AEROPOSTALE WEST, INC.
 Design Only	REGISTERED NJ	U.S. STATE NEW JERSEY	22033	06-JAN-2005	AEROPOSTALE WEST, INC.
 Design Only	REGISTERED NJ	U.S. STATE NEW JERSEY	22034	06-JAN-2005	AEROPOSTALE WEST, INC.
Design Only	RENEWED FL	U.S. STATE FLORIDA	T04000001652	28-DEC-2004	AEROPOSTALE WEST, INC.
Design Only	RENEWED FL	U.S. STATE FLORIDA	T04000001653	28-DEC-2004	AEROPOSTALE WEST, INC.

Trademark	Status	Jurisdiction	Registration Number	Registration Date	Owner
 Design Only	RENEWED CA	U.S. STATE CALIFORNIA	110583	15-DEC-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CA	U.S. STATE CALIFORNIA	110584	15-DEC-2004	AEROPOSTALE WEST, INC.
Design Only	REGISTERED CT	U.S. STATE CONNECTICUT	22221	30-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CO	U.S. STATE COLORADO	20041410856	30-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED OR	U.S. STATE OREGON	38132	30-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CT	U.S. STATE CONNECTICUT	22223	30-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CT	U.S. STATE CONNECTICUT	22220	30-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CT	U.S. STATE CONNECTICUT	22222	30-NOV-2004	AEROPOSTALE WEST, INC.

Trademark	Status	Jurisdiction	Registration Number	Registration Date	Owner
 Design Only	RENEWED WA	U.S. STATE WASHINGTON	32720	30-NOV-2004	AEROPOSTALE WEST, INC.
Design Only	REGISTERED WA	U.S. STATE WASHINGTON	32724	29-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED NY	U.S. STATE NEW YORK	R30524	30-NOV-2004	AEROPOSTALE WEST, INC.
Design Only	RENEWED CO	U.S. STATE COLORADO	20041408364	29-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED CO	U.S. STATE COLORADO	20041408373	29-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED WA	U.S. STATE WASHINGTON	32722	29-NOV-2004	AEROPOSTALE WEST, INC.
Design Only	RENEWED OR	U.S. STATE OREGON	38130	26-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED WA	U.S. STATE WASHINGTON	32723	29-NOV-2004	AEROPOSTALE WEST, INC.
 Design Only	RENEWED NY	U.S. STATE NEW YORK	R30520	26-NOV-2004	AEROPOSTALE WEST, INC.
AEROPOSTALE Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72455	06-MAR-2007	AEROPOSTALE WEST, INC.

<b>Trademark</b>	<b>Status</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
AEROPOSTALE Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72454	06-MAR-2007	AEROPOSTALE WEST, INC.
AEROPOSTALE Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72459	06-MAR-2007	AEROPOSTALE WEST, INC.
AEROPOSTALE Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72460	06-MAR-2007	AEROPOSTALE WEST, INC.
AERO Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72461	06-MAR-2007	AEROPOSTALE WEST, INC.
AERO Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72457	06-MAR-2007	AEROPOSTALE WEST, INC.
AERO Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72458	06-MAR-2007	AEROPOSTALE WEST, INC.
AERO Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72456	06-MAR-2007	AEROPOSTALE WEST, INC.
87 Word Only	REGISTERED PR	U.S. STATE PUERTO RICO	72465	06-MAR-2007	AEROPOSTALE WEST, INC.