

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aeropostale, Inc.		09/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABG-Aero IPCO, LLC		
<b>Street Address:</b>	1411 Broadway, Fourth Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4047333	GOJANE	
<b>Registration Number:</b>	3837976	GOJANE	
<b>Registration Number:</b>	3864266	GOJANE	
<b>Registration Number:</b>	4043645	GOJANE	
<b>Registration Number:</b>	4040079	GOJANE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	6464909839		
<b>Email:</b>	trademark@abg-nyc.com		
<b>Correspondent Name:</b>	Bridgette Fitzpatrick		
<b>Address Line 1:</b>	1411 Broadway, Fourth Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Bridgette Fitzpatrick		
<b>SIGNATURE:</b>	/Bridgette Fitzpatrick/		
<b>DATE SIGNED:</b>	09/28/2016		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 15th day of September 2016, by and between ABC-Aero IPCO, LLC, a Delaware limited liability company ("**Assignee**"), and each other Person that is a signatory hereto (each, an "**Assignor**" and collectively, "**Assignors**").

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of September 12, 2016 (the "**APA**"), by and among Aero OpCo LLC ("**Buyer**") and each other Person that is a signatory thereto, including, without limitation, Assignors;

WHEREAS, pursuant to the APA, Assignor has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Assignors, all of Assignors' direct or indirect right, title and interest in, to and under certain assets, including, without limitation, all of Assignors' rights associated with trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including, without limitation IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications and/or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing, including, without limitation, the registered trademarks and trademark applications identified on Schedule A attached hereto (collectively, the "**Trademarks**");

WHEREAS, pursuant to Section 9.6 of the APA, Buyer has assigned its right to acquire and accept the Trademarks to Assignee, and Assignee desires to acquire and accept from Assignors all of Assignors' right, title and interest in, to and under the Trademarks; and

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each party hereto to the other party, effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignors do hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the APA.
2. **Assignment.** Assignors hereby transfer, assign, convey and deliver to Assignee, Assignors' entire worldwide right, title and interest in, to and under, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on the same in the future. Together with Assignors' worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said

Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

3. **Authorization.** Assignors hereby further authorize the Director of the United States Patent and Trademark Office, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee, and Assignee's successors and/or assigns.
4. **Further Assurances.** In accordance with Section 6.1 of the APA, Assignors hereby agree to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, at Assignee's expense. Assignors hereby grant to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world, provided that Assignee has given Assignors prior notice of the insertion of such further identification.
5. **Terms of the APA.** This Agreement is executed and delivered pursuant to the APA. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the APA.
6. **Governing Law.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable Law.
7. **Closing.** This Agreement is effective as of the Closing.
8. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
9. **Severability; Amendment.** Any provision in this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Agreement may not be amended except by execution and

delivery of an instrument in writing signed by officers of Assignee and Assignors on behalf of Assignee and Assignors, respectively.

10. **Notices.** Any notice given pursuant to this Agreement shall be given in the same manner as stated in Section 9.7 of the APA and addressed to the intended recipient as set forth below:

If to any Assignor: Aéropostale, Inc.  
112 West 34th Street  
22nd Floor  
New York, NY 10120  
Attention: Marc Schuback  
Facsimile: (646) 619-4873  
E-mail: mschuback@aeropostale.com

With a copy (which shall not constitute notice to Assignors) to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Michael J. Aiello; Ray C. Schrock, P.C.;  
Gavin Westerman  
Facsimile: (212) 310-8007  
E-mail: michael.aiello@weil.com;  
ray.schrock@weil.com;  
gavin.westerman@weil.com

If to Assignee:

ABG-Aero IPCO, LLC  
Jay L. Dubiner, General Counsel  
1411 Broadway, 4th floor  
New York, NY 10018  
E-mail: jdubiner@abg-nyc.com

With a copy (which shall not constitute notice to Assignee) to:

DLA Piper LLP (US)  
1251 Avenue of the Americas  
New York, NY 10020  
Attention: Richard Chesley, Ann Lawrence  
E-mail: Richard.Chesley@dlapiper.com  
Ann.Lawrence@dlapiper.com

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**"ASSIGNEE"**

**ABG-AERO IP CO. LLC**

By: 

**Name:** Jay Dubiner

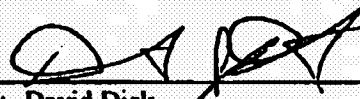
**Title:** General Counsel

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005885 FRAME: 0893**

**"ASSIGNORS"**

AÉROPOSTALE, INC.  
AÉROPOSTALE WEST, INC.  
AÉROPOSTALE PROCUREMENT COMPANY, INC.  
JIMMY'Z SURF CO., LLC  
AÉROPOSTALE HOLDINGS, INC.  
AÉRO GC MANAGEMENT, LLC  
AÉROPOSTALE PUERTO RICO, INC.  
AÉROPOSTALE LICENSING, INC.  
P.S. FROM AÉROPOSTALE, INC.  
GOJANE LLC

By:   
Name: David Dick  
Title: Senior Vice President and Chief Financial Officer

Country	Mark	Application Number	Registration Number	International Class	Filing Date	Registration Date
United States of America	GOJANE	77/978.186	3,837,976	09 Int., 14 Int.	27-Aug-2008	24-Aug-2010
United States of America	GOJANE	77/557.253	4,047,333	25 Int.	27-Aug-2008	01-Nov-2011
United States of America	GOJANE AND FLOWER DESIGN	77/978.507	3,864,266	09 Int., 14 Int.	27-Aug-2008	19-Oct-2010
United States of America	GOJANE AND FLOWER DESIGN	77/557.269	4,043,645	25 Int.	27-Aug-2008	25-Oct-2011
United States of America	GOJANE.COM	77/537.503	4,040,079	35 Int.	01-Aug-2008	18-Oct-2011