

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeropostale Procurement Company, Inc.		09/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ABG-Aero IPCO, LLC		
Street Address:	1411 Broadway, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Serial Number:	86212703	#BESTBOOTYEVER	
Serial Number:	77149679	87	
Serial Number:	77149696	87	
Serial Number:	78251344	87	
Serial Number:	76344182	A	
Serial Number:	85773041	A87	
Serial Number:	78746520	A87	
Serial Number:	77149505	A87	
Serial Number:	85325662	A87	
Serial Number:	86531091	AERO	
Serial Number:	85310708	AERO	
Serial Number:	86486763	AERO	
Serial Number:	77074489	AERO	
Serial Number:	77074477	AERO	
Serial Number:	75942762	AERO	
Serial Number:	78289477	AERO	
Serial Number:	78272006	AERO ATHLETICS	
Serial Number:	73708583	AEROPOSTALE	
Serial Number:	77070636	AEROPOSTALE	
TRADEMARK			

OP \$2290.00 86212703

Property Type	Number	Word Mark
Serial Number:	78907234	AEROPOSTALE
Serial Number:	77070654	AEROPOSTALE
Serial Number:	77052018	AEROPOSTALE
Serial Number:	77149296	AEROPOSTALE
Serial Number:	77070674	AEROPOSTALE
Serial Number:	86727210	AEROPOSTALE
Serial Number:	73708584	AEROPOSTALE
Serial Number:	73679252	AEROPOSTALE
Serial Number:	73679424	AEROPOSTALE
Serial Number:	77187554	AEROPOSTALE
Serial Number:	73502671	AEROPOSTALE
Serial Number:	85773018	AEROPOSTALE 87
Serial Number:	76344183	AEROPOSTALE A
Serial Number:	85773154	AEROPOSTALE A87
Serial Number:	77066620	AÉROPOSTALE
Serial Number:	77067198	AÉROPOSTALE
Serial Number:	86272597	AEROPOSTALE CLOUD 9
Serial Number:	73607577	AEROPOSTALE COMPAGNIE GENERALE FAISANT L
Serial Number:	86171612	AÉROPOSTALE DESIGNED IN NYC
Serial Number:	86164801	AÉROPOSTALE DESIGNED IN NYC
Serial Number:	86680628	AEROPOSTALE GENERAL STORE
Serial Number:	86272042	AEROPOSTALE MAXIMUM
Serial Number:	85773124	AEROPOSTALE NYC
Serial Number:	86197516	BROOKLYN CALLING
Serial Number:	86511518	BROOKLYN CALLING
Serial Number:	86511499	BROOKLYN CALLING
Serial Number:	86920011	CAPE JUBY
Serial Number:	86867232	CAPE JUBY
Serial Number:	78445275	EIGHTY 7
Serial Number:	78445273	EIGHTY SEVEN
Serial Number:	86867021	
Serial Number:	86919892	
Serial Number:	86979351	
Serial Number:	86132645	FREE STATE
Serial Number:	86271836	LEAGUE 87
Serial Number:	85983889	LIVE LOVE DREAM
Serial Number:	85710446	LIVE LOVE DREAM
Serial Number:	85794355	LIVE LOVE DREAM

Property Type	Number	Word Mark
Serial Number:	85755971	LIVE LOVE DREAM
Serial Number:	85710464	LIVE LOVE DREAM AERO
Serial Number:	85794134	LIVE LOVE DREAM AEROPOSTALE
Serial Number:	86271696	LLD
Serial Number:	86020274	LLD
Serial Number:	86019535	LLD
Serial Number:	86197697	LOCKERSTOCK
Serial Number:	86127083	LORIMER
Serial Number:	86127129	MAP TO MARS
Serial Number:	86271794	PIER 62
Serial Number:	86271762	PRIME AEROPOSTALE
Serial Number:	86919805	PRINCE & FOX
Serial Number:	86866961	PRINCE & FOX
Serial Number:	86978974	PRINCE & FOX
Serial Number:	86926314	PRINCE & FOX
Serial Number:	86041750	PS ACTIVATE
Serial Number:	86163683	PS COUTURE ESTABLISHED MMIX NEW YORK
Serial Number:	77488907	PS FROM AEROPOSTALE
Serial Number:	77979123	PS FROM AEROPOSTALE
Serial Number:	77976066	PS FROM AEROPOSTALE
Serial Number:	77488966	PS FROM AEROPOSTALE
Serial Number:	77978100	PS FROM AEROPOSTALE
Serial Number:	85311863	PS09
Serial Number:	85314169	PS09
Serial Number:	85314287	PS4U
Serial Number:	85311949	PS4U
Serial Number:	78625787	
Serial Number:	86272570	SOHO NIGHTS AEROPOSTALE
Serial Number:	86511509	TOKYO DARLING
Serial Number:	86511521	TOKYO DARLING
Serial Number:	86135920	TOKYO DARLING
Serial Number:	86275816	
Serial Number:	78522220	
Serial Number:	78522226	

CORRESPONDENCE DATA

Fax Number: 6464909839

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.

TRADEMARK

REEL: 005913 FRAME: 0512

Phone: 6464909839
Email: trademark@abg-nyc.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, Fourth Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	11/03/2016

Total Attachments: 10

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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 ABG-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:

Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005913 FRAME: 0517

"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

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005913 FRAME: 0518

MARK	COUNTRY	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
#BESTBOOTYEVER	United States of America	86212703	4658719	25	Registered
87	United States of America	77149679	3651711	14	Registered
87	United States of America	77149696	3669841	18	Registered
87	United States of America	78251344	3000665	25	Registered
A & Design	United States of America	76344182	2680386	25	Registered
A87	United States of America	85773041	4324559	9, 14, 18, 25	Registered
A87	United States of America	78746520	3151023	25	Registered
A87	United States of America	77149505	3477550	3	Registered
A87	United States of America	85325662	4074223	35	Registered
AERO	United States of America	86531091	4790643	14	Registered
AERO	United States of America	85310708	4299932	14, 18, 25	Registered
AERO	United States of America	86486763	4794024	35	Registered
AERO & HEARTS Design	United States of America	77074489	3529688	18	Registered
AERO (Stylized & Design)	United States of America	77074477	3545732	18	Registered
AERO (Stylized)	United States of America	75942762	2911335	25	Registered
AERO and EXPLOSION Design	United States of America	78289477	2937762	25	Registered
AERO ATHLETICS	United States of America	78272006	2927817	25	Registered
AEROPOSTALE	United States of America	73708583	1548372	25	Registered
AEROPOSTALE	United States of America	77070636	3361415	14	Registered
AEROPOSTALE	United States of America	78907234	3233142	3	Registered
AEROPOSTALE	United States of America	77070654	3361416	18	Registered

AEROPOSTALE	United States of America	77052018	3287647	24	Registered
AEROPOSTALE	United States of America	77149296	3443836	35	Registered
AEROPOSTALE	United States of America	77070674	3285335	3	Registered
AEROPOSTALE	United States of America	86727210	4895881	11, 16, 20, 24, 27	Registered
AEROPOSTALE	United States of America	73708584	1525345	9, 25	Registered
AEROPOSTALE	United States of America	73679252	1487211	42	Registered
AEROPOSTALE	United States of America	73679424	1485368	25	Registered
AEROPOSTALE	United States of America	77187554	3444014	25	Registered
AEROPOSTALE	United States of America	73502671	1354292	25	Registered
AEROPOSTALE 87	United States of America	85773018	4328454	25	Registered
AEROPOSTALE A & Design	United States of America	76344183	2680387	25	Registered
AEROPOSTALE A87	United States of America	85773154	4328455	25	Registered
AÉROPOSTALE and BUTTERFLY Design	United States of America	77066620	3293234	3, 4	Registered
AÉROPOSTALE and BUTTERFLY Design	United States of America	77067198	3384078	25	Registered
AEROPOSTALE CLOUD 9	United States of America	86272597		3	Pending
AEROPOSTALE COMPAGNIE GENERALE FAISANT L'IMPOSSIBLE! SERVICE QUOTIDIEN POUR L'ESPAGNE, LE MAROC & L'ALGERIE.	United States of America	73607577	1441289	25	Registered
AÉROPOSTALE DESIGNED IN NYC (Stylized in Block Letters)	United States of America	86171612	4572463	25	Registered
AÉROPOSTALE DESIGNED IN NYC (Stylized in Block Letters)	United States of America	86164801	4572424	25	Registered

AEROPOSTALE GENERAL STORE	United States of America	86680628		35	Pending
AEROPOSTALE MAXIMUM	United States of America	86272042	4609927	3	Registered
AEROPOSTALE NYC	United States of America	85773124	4395142	25	Registered
BROOKLYN CALLING	United States of America	86197516	4661019	25	Registered
BROOKLYN CALLING	United States of America	86511518		35	Pending
BROOKLYN CALLING	United States of America	86511499		3, 14, 18	Pending
CAPE JUBY and Design	United States of America	86920011		3, 9, 14, 18, 35	Pending
CAPE JUBY and Design	United States of America	86867232	5022213	25	Registered
EIGHTY 7	United States of America	78445275	3532383	25	Registered
EIGHTY SEVEN	United States of America	78445273	3421014	25	Registered
Fox Head & Design	United States of America	86867021	5026101	25	Registered
Fox Head & Design	United States of America	86919892		3, 9, 18, 35	Pending
Fox Head & Design	United States of America	86979351		14	Pending
FREE STATE	United States of America	86132645	4660903	25	Registered
LEAGUE 87	United States of America	86271836	4697287	3	Registered
LIVE LOVE DREAM	United States of America	85983889	4874822	24	Registered
LIVE LOVE DREAM	United States of America	85710446	4460948	25	Registered
LIVE LOVE DREAM	United States of America	85794355	4502798	35	Registered
LIVE LOVE DREAM	United States of America	85755971	4482218	18	Registered
LIVE LOVE DREAM AERO	United States of America	85710464	4460949	25	Registered
LIVE LOVE DREAM AEROPOSTALE	United States of America	85794134	4324601	3	Registered
LLD logo	United States of America	86271696	4697284	3	Registered

LLD logo	United States of America	86020274	4491065	35	Registered
LLD logo	United States of America	86019535	4491028	18, 25	Registered
LOCKERSTOCK	United States of America	86197697	4661020	25	Registered
LORIMER	United States of America	86127083	4660874	25	Registered
MAP TO MARS	United States of America	86127129	4660875	25	Registered
PIER 62	United States of America	86271794	4697285	3	Registered
PRIME AEROPOSTALE	United States of America	86271762	4721541	3	Registered
PRINCE & FOX	United States of America	86919805		3, 9, 14, 18, 35	Pending
PRINCE & FOX	United States of America	86866961	5026100	25	Registered
PRINCE & FOX and Design	United States of America	86978974		3, 9, 18, 25, 35	Pending
PRINCE & FOX and Design	United States of America	86926314		14	Pending
PS ACTIVATE	United States of America	86041750	4696765	25	Registered
PS COUTURE ESTABLISHED MMIX NEW YORK	United States of America	86163683	4596355	25	Registered
PS FROM AEROPOSTALE	United States of America	77488907	3693636	35	Registered
PS FROM AEROPOSTALE	United States of America	77979123	3794934	9	Registered
PS FROM AEROPOSTALE	United States of America	77976066	4150648	16, 20, 24, 28	Registered
PS FROM AEROPOSTALE	United States of America	77488966	3709721	3	Registered
PS FROM AEROPOSTALE	United States of America	77978100	3716916	14, 18, 25, 26	Registered
PS09	United States of America	85311863	4067167	9, 18, 25	Registered
PS09	United States of America	85314169	4067245	3	Registered
PS4U	United States of America	85314287	4067246	3	Registered
PS4U	United States of America	85311949	4067170	9, 18, 25	Registered

SIGNATURE POCKET STITCH	United States of America	78625787	3336202	25	Registered
SOHO NIGHTS AEROPOSTALE	United States of America	86272570	4721546	3	Registered
TOKYO DARLING	United States of America	86511509		3, 14, 18	Pending
TOKYO DARLING	United States of America	86511521		35	Pending
TOKYO DARLING	United States of America	86135920	4660909	25	Registered
Triple Heart Logo	United States of America	86275816	4609931	25	Registered
Turtle Design	United States of America	78522220	3041426	25	Registered
Whale Design	United States of America	78522226	3095135	25	Registered