

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIMITED STORES, LLC		11/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4945820	LEXIE	
Registration Number:	5041153	THE POSSIBILITIES ARE UNLIMITED	
Serial Number:	86647066	THE LIMITED	
Serial Number:	86755488	COVETED CLOSET	
Serial Number:	86799076	L LIVE LOVE LEAD	
Serial Number:	86827658	SIMPLY MODERN	
Serial Number:	86839122	BACKROOM @ THE LIMITED	
Serial Number:	86899138	FORENZA	
Serial Number:	86932869	OUTBACK RED	
Serial Number:	87035889	UNIVERSAL STRETCH	
Serial Number:	87070315	LTD SPOTLIGHT	
Serial Number:	87115941	SUPERBLY SOFT	
Serial Number:	87128956	OBR	
Serial Number:	87144142	THE LIMITED LUXE	
Serial Number:	87164858	CAMERON	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 4945820

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:	F166684
--------------------------------	---------

NAME OF SUBMITTER:	Janet S. Wamsley
---------------------------	------------------

SIGNATURE:	/Janet S. Wamsley/
-------------------	--------------------

DATE SIGNED:	11/18/2016
---------------------	------------

Total Attachments: 8

source=Limited Stores IP Grant (trademark filing)#page2.tif
source=Limited Stores IP Grant (trademark filing)#page3.tif
source=Limited Stores IP Grant (trademark filing)#page4.tif
source=Limited Stores IP Grant (trademark filing)#page5.tif
source=Limited Stores IP Grant (trademark filing)#page6.tif
source=Limited Stores IP Grant (trademark filing)#page7.tif
source=Limited Stores IP Grant (trademark filing)#page8.tif
source=Limited Stores IP Grant (trademark filing)#page9.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY

November 15, 2016

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 of such Grantor's right, title and interest in, to and under the United States copyrights, copyright registrations and copyright applications (the "Copyrights") set forth on Schedule B attached hereto, (iii) all renewals of any of the foregoing, (iv) all General Intangibles (as defined in the Security Agreement referred to below) connected with the use of, or related to, any and all Marks and Copyrights (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 Copyrights and the use thereof), (v) 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, (vi) the right to sue for past, present and future infringements and dilutions of any of the foregoing, (vii) all of the Grantor's rights corresponding to any of the foregoing throughout the world, and (viii) 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, the provisions of the Credit Agreement, the Security Agreement or the IP Security Agreement, as applicable, shall govern.

[SIGNATURE PAGES FOLLOW]

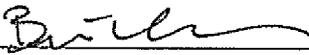
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

LIMITED STORES, LLC, as Grantor

By: 
Name: John D. Buell
Title: Acting CEO, EVP, CFO & CAO

Signature Page to Grant of Security Interest in United States Intellectual Property

BANK OF AMERICA, N.A., as Grantee

By: 
Name: Brian Lindblom
Title: Vice President

Signature Page to Grant of Security Interest in United States Intellectual Property

SCHEDULE A

Trademark Name	Registration Number	Application Number	Application/Registration Date
THE LIMITED	n/a	86/647,066	6/1/2015
COVETED CLOSET	n/a	86/755,488	9/14/2015
LEXIE	4945820	86/755,946	Application date: 9/14/2015 Registration date: 4/26/2016
L LIVE LOVE LEAD	n/a	86/799,076	10/26/2015
SIMPLY MODERN	n/a	86/827,658	11/20/2015
BACKROOM @ THE LIMITED	n/a	86/839,122	12/4/2015
FORENZA	n/a	86/899,138	2/5/2016
THE POSSIBILITIES ARE UNLIMITED	5041153	86/924,415	Application date: 3/1/2016 Registration date: 6/28/2016
OUTBACK RED	n/a	86/932,869	3/8/2016
UNIVERSAL STRETCH	n/a	87/035,889	5/13/2016
LTD SPOTLIGHT	n/a	87/070,315	6/14/2016
SUPERBLY SOFT	n/a	87/115,941	7/26/2016
OBR	n/a	87/128,956	8/5/2016
THE LIMITED LUXE	n/a	87/144,142	8/19/2016
CAMERON	n/a	87/164,858	9/8/2016

Schedule A to Grant of Security Interest in United States Intellectual Property

SCHEDULE B

	Title	Registration Number
1.	0001. CLNA: acLimited Stores, Inc.	VAu000220656
2.	0002. CLNA: acLimited Stores, Inc.	VAu000220655
3.	0003. CLNA: acLimited Stores, Inc.	VAu000220654
4.	0004. CLNA: acLimited Stores, Inc.	VAu000220653
5.	0006. CLNA: acLimited Stores, Inc.	VAu000220652
6.	0007. CLNA: acLimited Stores, Inc.	VAu000220651
7.	0008. CLNA: acLimited Stores, Inc.	VAu000220650
8.	0011. CLNA: acLimited Stores, Inc.	VAu000220660
9.	0012. CLNA: acLimited Stores, Inc.	VAu000220659
10.	0013. CLNA: acLimited Stores, Inc.	VAu000220657
11.	0015. CLNA: acLimited Stores, Inc.	VAu000220638
12.	0016. CLNA: acLimited Stores, Inc.	VAu000220643
13.	0017. CLNA: acLimited Stores, Inc.	VAu000220649
14.	0018. CLNA: acLimited Stores, Inc.	VAu000220635
15.	0019. CLNA: acLimited Stores, Inc.	VAu000220647
16.	0020. CLNA: acLimited Stores, Inc.	VAu000220646
17.	0022. CLNA: acLimited Stores, Inc.	VAu000220641
18.	0023. CLNA: acLimited Stores, Inc.	VAu000220658
19.	0024. CLNA: acLimited Stores, Inc.	VAu000220648
20.	0025. CLNA: acLimited Stores, Inc.	VAu000220665
21.	0026. CLNA: acLimited Stores, Inc.	VAu000220632
22.	0029. CLNA: acLimited Stores, Inc.	VAu000220639
23.	0030. CLNA: acLimited Stores, Inc.	VAu000220661
24.	0031. CLNA: acLimited Stores, Inc.	VAu000220662
25.	0032. CLNA: acLimited Stores, Inc.	VAu000220663
26.	0033. CLNA: acLimited Stores, Inc.	VAu000220664

Schedule B to Grant of Security Interest in United States Intellectual Property

	Title	Registration Number
27.	0034. CLNA: acLimited Stores, Inc.	VAu000220644
28.	0039. CLNA: acLimited Stores, Inc.	VAu000220631
29.	0040. CLNA: acLimited Stores, Inc.	VAu000220642
30.	0041. CLNA: acLimited Stores, Inc.	VAu000220637
31.	0042. CLNA: acLimited Stores, Inc.	VAu000220636
32.	0043. CLNA: acLimited Stores, Inc.	VAu000220640
33.	0044. CLNA: acLimited Stores, Inc.	VAu000220633
34.	0045. CLNA: acLimited Stores, Inc.	VAu000220634
35.	0050. CLNA: acLimited Stores, Inc.	VAu000220938
36.	0051. CLNA: acLimited Stores, Inc.	VAu000220937
37.	0052. CLNA: acLimited Stores, Inc.	VAu000220936
38.	0053. CLNA: acLimited Stores, Inc.	VAu000220939
39.	0057. CLNA: acLimited Stores, Inc.	VAu000220942
40.	0058. CLNA: acLimited Stores, Inc.	VAu000220943
41.	0059. CLNA: acLimited Stores, Inc.	VAu000220944
42.	0060. CLNA: acLimited Stores, Inc.	VAu000220940
43.	0061. CLNA: acLimited Stores, Inc.	VAu000220941
44.	Amongst flowers : no. 582, JK209.	VAu000334921
45.	AP221.	VAu000366960
46.	AP293.	VAu000366957
47.	AP305.	VAu000358332
48.	AP306.	VAu000358764
49.	AP308.	VAu000366959
50.	AP784.	VAu000358330
51.	AP800.	VAu000366958
52.	AR100.	VAu000366956
53.	Bamboo stripe : no. L299.11.3.	VAu000275451
54.	Batik fans : no. L056.11.2.	VAu000248959
55.	Burlap print : no. L453.5.4.	VAu000318670
56.	Cloudy floral : no. L433.5.4.	VAu000318672
57.	Cross-stitch : no. 576, FE68.	VAu000334919
58.	Dot leaf floral : no. L005.8.2.	VAu000249564
59.	Exotic cut out : no. L478.5.4.	VAu000318674
60.	Floral cutouts : no. L310.11.3.	VAu000275450

Schedule B to Grant of Security Interest in United States Intellectual Property

	Title	Registration Number
61.	[L jacquard print : no. 1]	VA0001132346
62.	[L jacquard print : no. 1]	VA0001132410
63.	Leggenda pescatore / Forenza.	VA0000209170
64.	LW14.	VAu000358331
65.	Metallic diamonds : no. 589, MF1975.	VAu000334918
66.	MP249.	VAu000358698
67.	Painted canvas : no. L307.11.3.	VAu000275445
68.	Painted paper : no. L311.11.3.	VAu000275448
69.	Paper floral : no. L434.5.4.	VAu000318668
70.	Red fairisle : no. 572, AD49.	VAu000334920
71.	RS98.	VAu000358763
72.	Stained glass : no. L308.11.3.	VAu000275447
73.	Straw flowers : no. L.190.1.3.	VAu000249039
74.	Sunflower reflections : no. L300.11.3.	VAu000275443
75.	Thick stripe : no. L290.11.3.	VAu000275452
76.	Tibetan floral : no. L438.5.4.	VAu000318669
77.	Tissue floral : no. L309.11.3.	VAu000275446
78.	Tropical garden : no. L312.11.3.	VAu000275449
79.	Tulip graph : no. L189.8.3.	VAu000267892
80.	Turtle bush : no. L180.8.3.	VAu000267896
81.	Velvet impression : no. L435.5.4.	VAu000318671
82.	Victorian wallpaper : no. L306.11.3.	VAu000275444
83.	Whitened floral : no. L423.5.4.	VAu000318673

2055100.3

Schedule B to Grant of Security Interest in United States Intellectual Property

RECORDED: 11/18/2016

TRADEMARK
REEL: 005925 FRAME: 0055