

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HU MERCHANDISING, LLC		12/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4268616	HER UNIVERSE	
<b>Registration Number:</b>	4268617	HER UNIVERSE	
<b>Registration Number:</b>	4264937	HER UNIVERSE	
<b>Registration Number:</b>	5003746	HER UNIVERSE	
<b>Registration Number:</b>	4242456	HER UNIVERSE	
<b>Registration Number:</b>	4242457	HER UNIVERSE	
<b>Registration Number:</b>	4242458	HER UNIVERSE	
<b>Registration Number:</b>	5028498	HER UNIVERSE PRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	800-494-5225		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$215.00 4268616

<b>ATTORNEY DOCKET NUMBER:</b>	F167516
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	12/29/2016

**Total Attachments: 5**

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source=FINAL - 2016 Joinder -- Grant of Security Interest in United States Trad#page2.tif  
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source=FINAL - 2016 Joinder -- Grant of Security Interest in United States Trad#page5.tif

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

December 29, 2016

Reference is made to the Security Agreement, dated as of June 12, 2013 (as amended, restated, supplemented (including pursuant to the Joinder Agreement referred to below), replaced or otherwise modified and in effect from time to time, the "Security Agreement"), by and among HOT TOPIC, INC., a California corporation ("Hot Topic"), BANK OF AMERICA, N.A., a national banking association, as administrative agent and collateral agent (in such capacity, the "Grantee") for its benefit of the other Credit Parties referred to therein, and the other parties thereto from time to time, to which HU MERCHANDISING, LLC, a Delaware limited liability company the ("Grantor") joined as a Grantor pursuant to that certain Joinder Agreement dated as of even date (the "Joinder Agreement"), by and among Hot Topic, the other Loan Parties party thereto, and the Grantee. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants to the Grantee, for its benefit and the benefit of the other Credit Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto, including, without limitation, all (i) rights and privileges arising under applicable law with respect to the Grantor's use of such Trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) goodwill of the businesses with which such Trademarks are associated, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof; *provided* that no lien or security interest shall be granted in any United States intent-to-use

Trademark applications solely to the extent that, and during the period in which, the grant of a lien or security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

THIS GRANT (this "Grant") is made to secure the payment and performance in full of all the Secured Obligations. The rights and remedies of the Grantee with respect to the lien and security interest granted herein, and the rights, privileges, immunities and protections of the Grantee in the acceptance, execution, delivery and performance of this Grant, are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

HU MERCHANDISING, LLC, as the Grantor

By:



Name: Thomas Finn

Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Grantee

By:

Name: Matthew Potter


Title: Vice President

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

HU MERCHANDISING, LLC, as the Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A., as Grantee

By:  \_\_\_\_\_  
Name: Matthew Potter  
Title: Vice President

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
“HER UNIVERSE” word mark (Class 14)	4268616	January 1, 2013/April 14, 2010
“HER UNIVERSE” word mark (Class 18)	4268617	January 1, 2013/April 14, 2010
“HER UNIVERSE” word mark (Class 25)	4264937	December 25, 2012/April 14, 2010
“HER UNIVERSE” word mark (Class 41)	5003746	July 19, 2016/November 1, 2013
“HER UNIVERSE” design mark (Class 14)	4242456	November 13, 2012/August 2, 2010
“HER UNIVERSE” design mark (Class 18)	4242457	November 13, 2012/August 2, 2010
“HER UNIVERSE” design mark (Class 25)	4242458	November 13, 2012/August 2, 2010
“HER UNIVERSE PRESS” word mark (Class 41)	5028498	August 23, 2016/September 10, 2015