

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
rue services corporation		05/02/2017	Corporation: DELAWARE
rue21, inc.		05/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB (Successor Agent)		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87295324	R21	
Serial Number:	87219422	THE RUE LIFE	
Serial Number:	87087586	TWENTYONE BLACK	
Serial Number:	86980863	TRUE BY RUE21	
Serial Number:	86751872	FREEDOM FLEX	
Serial Number:	86564733	RUE DÉCOR	
Serial Number:	86516459	RUEGUY	
Serial Number:	86248661	RUETECH	
Serial Number:	86248799	RUE+	
Serial Number:	86736455	RUE SPORT	
Serial Number:	86504229	RUE21 SPARKLE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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>			
Phone:	212-326-3939		
Email:	NYTEF@jonesday.com		
Correspondent Name:	Beth D. Vogel		
Address Line 1:	Jones Day		
TRADEMARK			

CH \$290.00 87295324

Address Line 2: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER: 519793-600001

NAME OF SUBMITTER: Beth D. Vogel

SIGNATURE: /Beth D. Vogel/

DATE SIGNED: 05/04/2017

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of May 2, 2017, by and among RUE SERVICES CORPORATION, RUE21, INC. (each a “Grantor” and collectively, the “Grantors”), and WILMINGTON SAVINGS FUND SOCIETY, FSB (as successor to JPMORGAN CHASE BANK, N.A.), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement, dated as of October 10, 2013 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here- to

may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

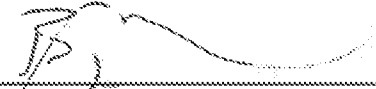
SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/First Lien Intercreditor Agreement, dated as of October 10, 2013 (as amended, restated, re- placed, supplemented or otherwise modified from time to time, the “ABL/First Lien Intercreditor Agreement”). In the event of any conflict among the terms of the ABL/First Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL/First Lien Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

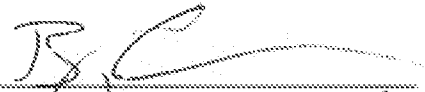
[signature pages follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RUE21, INC., as a Grantor

By: 
Name: Benjamin Gross
Title: Vice President & General Counsel

RUE SERVICES CORPORATION, as a Grantor

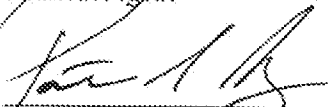
By: 
Name: Benjamin Gross
Title: Vice President & General Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006049 FRAME: 0531

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: 
Name: Patrick J. Healy
Title: Senior Vice President

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER
Rue Services Corporation	R21	n/a	87295324
Rue Services Corporation	the ruelife	n/a	87219422
Rue Services Corporation	TWENTYONE BLACK	n/a	87087586
Rue Services Corporation	TRUE BY RUE21	5106655	86980863
Rue Services Corporation	Freedom Flex	5005035	86751872
Rue Services Corporation	rue décor	4818019	86564733
Rue Services Corporation	RUEGUY	4817152	86516459
Rue21, Inc.	rueTech	4644605	86248661
Rue Services Corporation	rue+	4753085	86248799
Rue Services Corporation	rue Sport	5004991	86736455
Rue Service Corporation	RUE21 SPARKLE	4807547	86504229