

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444749

<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>
rue21, inc		09/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New rue21, LLC		
<b>Street Address:</b>	800 Commonwealth Drive		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15086		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4644605	RUETECH	
<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>	7247767625		
<b>Email:</b>	ajagoda@rue21.com		
<b>Correspondent Name:</b>	Aaron Jagoda		
<b>Address Line 1:</b>	800 Commonwealth Drive		
<b>Address Line 4:</b>	Warrendale, PENNSYLVANIA 15086		
<b>NAME OF SUBMITTER:</b>	Aaron M Jagoda		
<b>SIGNATURE:</b>	/Aaron M Jagoda/		
<b>DATE SIGNED:</b>	09/27/2017		
<b>Total Attachments: 3</b>			
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source=Bill of Sale - rue21 Inc & New rue 21 LLC_(49419021_2)#page2.tif			
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OP \$40.00 4644605

## **BILL OF SALE**

THIS BILL OF SALE (this "Bill of Sale") is dated as of September 22, 2017, and has been executed by and between New rue21, LLC, a Delaware limited liability company ("Buyer"), and rue21, inc., a Delaware corporation ("Seller") (each, a "Party" and collectively, the "Parties").

### **RECITALS**

WHEREAS, on May 15, 2017, the Seller and certain of its affiliates commenced Chapter 11 cases in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court").

WHEREAS, on September 8, 2017, the Court entered a confirmation order approving the Seller's and its affiliates' First Amended Joint Plan of Reorganization (the "Plan") pursuant to Chapter 11 of the Bankruptcy Code.

WHEREAS, in connection with effectiveness of the Plan and pursuant to that certain Exchange Agreement dated as of the date hereof, between Buyer and Seller and acknowledged and consented to by R Services LLC, a Delaware limited liability company (the "Exchange Agreement"), Seller has agreed, among other things, to transfer and assign, and Buyer has agreed to accept and assume, all of Seller's right, title and interest in all of Seller's assets, other than "Retained Assets" (as such term is defined in the Exchange Agreement).

NOW, THEREFORE, in consideration of the mutual covenants contained in the Exchange Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### **1. DEFINITIONS.**

Terms that are capitalized but not specifically defined in this Bill of Sale shall have the respective meanings ascribed to them in the Exchange Agreement.

#### **2. SALE, ASSIGNMENT, TRANSFER, CONVEYANCE AND DELIVERY.**

Upon the terms set forth in the Exchange Agreement, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, and Buyer does hereby assume, acquire and accept, all of Seller's right, title and interest in and to the rue21 Exchanged Assets, which for the avoidance of any doubt, constitute all of the assets of the Seller, other than the Retained Assets.

#### **3. MISCELLANEOUS.**

(a) Binding Effect; Benefit. The provisions of this Bill of Sale shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No provision of this Bill of Sale is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person other than the Parties hereto and their respective successors and permitted assigns.

(b) Further Assurances. From time to time hereafter, and without further consideration, Seller and its successors and assigns covenant and agree that Seller and its successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Buyer may reasonably request to fully vest in Buyer the rue21 Exchanged Assets in accordance with the foregoing, and shall lend all reasonable assistance to Buyer in the collection and reduction to possession of the rue21 Exchanged Assets, in the exercise of the rights with respect thereto and otherwise in the carrying out of the intentions and purposes of the Exchange Agreement.


(c) Provisions of Exchange Agreement. This Bill of Sale is executed and delivered pursuant to Exchange Agreement. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms hereof, the terms of the Exchange Agreement shall govern. Nothing herein is intended to, nor shall it, alter any representation, warranty, covenant or obligation set forth in Exchange Agreement.

(d) Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Bill of Sale, to the extent signed and delivered by means of electronic transmission or facsimile, shall be treated in all manners and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

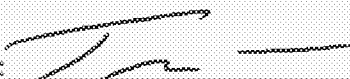
*(Signature page follows)*

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first written above.

RUE21, INC.

By:   
Name: Todd M. Lenhart  
Its: Senior Vice President and Treasurer

NEW RUE21 LLC

By:   
Name: Todd M. Lenhart  
Its: Vice President and Treasurer

*(Signature Page to Bill of Sale)*