

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank	FORMERLY Wells Fargo Retails Finance LLC	10/31/2019	National Association:

RECEIVING PARTY DATA

Name:	Forever 21, Inc.
Street Address:	2001 SOUTH ALAMEDA STREET
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	Corporation: DELAWARE
Name:	Forever 21 Retails, Inc.
Street Address:	2001 SOUTH ALAMEDA STREET
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90058
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2067637	FOREVER 21
Registration Number:	2889536	FOREVER XXI
Registration Number:	2940346	FOREVER XXI
Registration Number:	2583457	FOREVER 21

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Phone: 2123904147

Email: amanda.cirella@kirkland.com

Correspondent Name: Amanda Cirella (Paralegal)

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

TRADEMARK

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	47258-13
NAME OF SUBMITTER:	Amanda Cirella
SIGNATURE:	//Amanda Cirella//
DATE SIGNED:	10/31/2019
Total Attachments: 3 source=Forever 21 - IP Termination October 2019#page1.tif source=Forever 21 - IP Termination October 2019#page2.tif source=Forever 21 - IP Termination October 2019#page3.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination and Release*") is granted as of October 31, 2019 by **WELLS FARGO BANK, NATIONAL ASSOCIATION** (as successor by merger to **Wells Fargo Retail Finance, LLC**), (the "*Lender*"), in favor of **FOREVER 21, INC.** (individually and as successor by merger to each of **Fashion 21, Inc.** and **Forever XXI, Inc.**) ("*F2I*"), and **FOREVER 21 RETAIL, INC.** (as successor in interest to **DC & PH International, Inc.**) (together with **F21**, the "*Debtors*").

WHEREAS, **F21** executed and delivered that certain Intellectual Property Security Agreement dated as of November 28, 2001 (the "*Original Grant*"), granting the Lender a security interest in and lien on certain trademarks and trademark applications (the "*Marks*") described therein, which was recorded with the United States Patent and Trademark Office ("*USPTO*") on December 21, 2001, at Reel 2414, Frame 0696;

WHEREAS, the Debtors executed and delivered that certain Amended and Restated Intellectual Property Security Agreement dated as of March 4, 2002 (the "*A&R Grant*"; the Original Grant, as amended and restated by the A&R Grant, is hereinafter referred to as the "*Grant*"), which amended and restated the Original Grant in its entirety and which was recorded with the USPTO on March 29, 2002, at Reel 2483, Frame 0532, and pursuant to which the Debtors granted the Lender a security interest and lien on the Marks;

WHEREAS, the Debtors have requested that the Lender terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Debtors in, to and under all of the Marks as herein provided; and

WHEREAS, the Debtors have requested that the Lender provide a document suitable for recording with the USPTO to evidence the release of the Lender's security interests in and liens on the Marks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby:

1. terminates the Grant and releases, terminates and discharges all liens and security interests in the Debtors' right, title and interest in, to and under the Marks, and all goodwill associated therewith, including those trademarks and trademark applications identified in Schedule A hereto; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO, at the sole cost and expense of the Debtors.

[Signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Termination and Release to be executed by its duly authorized officer as of the date above first written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Jennifer Capp

Title: Managing Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006784 FRAME: 0556

SCHEDULE A
Registered Trademarks and Trademark Applications

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>	<u>OWNER</u>
FOREVER 21	2,067,637	6/03/1997	Forever, 21, Inc.
FOREVER XXI	2,889,536	9/28/2004	Forever, 21, Inc.
FOREVER XXI	2,940,346	4/12/2005	Forever, 21, Inc.
FOREVER 21	2,583,457	6/18/2002	Forever 21, Inc.

2551460.2