

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM704677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW RSC, LLC		01/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE, LLC, as collateral agent		
Street Address:	159 EAST 58TH STREET, 18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5982570	#RUE	
Registration Number:	6198588	21 BLACK	
Registration Number:	5997204	BLUSH BY RUE21	
Registration Number:	5982438	BOTANIC EVERLASTING	
Registration Number:	3332888	CARBON	
Registration Number:	4064198	CARBON ELEMENTS	
Registration Number:	3437485	CJ BLACK	
Registration Number:	6176415	CJ CHROME	
Registration Number:	5535923	CJ RED	
Registration Number:	5729513	CJ WHITE	
Registration Number:	6143516	CRYSTALLINE MOONSTONE	
Registration Number:	5850364	FASHION ON THE FLY	
Registration Number:	5005035	FREEDOM FLEX	
Registration Number:	4049687	MÉTRO BLACK RUE21	
Registration Number:	3738169	MÉTRO BLACK RUE21	
Registration Number:	3648607	PINK ICE RUE21	
Registration Number:	4305323	POSH BY RUE21	
Registration Number:	3522167	REVERT ECO	
Registration Number:	2592035	RUE 21	

CH \$1140.00 5982570

Property Type	Number	Word Mark
Registration Number:	2450257	RUE 21
Registration Number:	2276778	RUE 21
Registration Number:	2123489	RUE 21
Registration Number:	4093339	RUE BEAUTÉ
Registration Number:	4305383	RUE BUCKS
Registration Number:	3304438	RUE BY RUE21
Registration Number:	4818019	RUE DÉCOR
Registration Number:	6114930	RUE REWARDS
Registration Number:	5004991	RUE SPORT
Registration Number:	4753085	RUE+
Registration Number:	6176657	RUE21 3
Registration Number:	3363890	RUE21 ETC!
Registration Number:	4305019	RUE21 ETC!
Registration Number:	6160110	RUE21 ICON
Registration Number:	4807547	RUE21 SPARKLE
Registration Number:	5535392	RUEBEAUTY
Registration Number:	4817152	RUEGUY
Registration Number:	4253746	RUESWEETS
Registration Number:	4140336	RUNWAY 21 BY RUE21
Registration Number:	5262652	THE RUELIFE
Registration Number:	5582401	TRUE BY RUE21
Registration Number:	5106655	TRUE BY RUE21
Registration Number:	3886903	TWENTYONE BLACK
Serial Number:	90837520	RUE SPORT
Serial Number:	97207914	RUE21 REWARDS
Serial Number:	97222894	RUEPLUS

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 45615.00002

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/26/2022
Total Attachments: 8 source=rue21 - Trademark Security Agreement [Executed]#page1.tif source=rue21 - Trademark Security Agreement [Executed]#page2.tif source=rue21 - Trademark Security Agreement [Executed]#page3.tif source=rue21 - Trademark Security Agreement [Executed]#page4.tif source=rue21 - Trademark Security Agreement [Executed]#page5.tif source=rue21 - Trademark Security Agreement [Executed]#page6.tif source=rue21 - Trademark Security Agreement [Executed]#page7.tif source=rue21 - Trademark Security Agreement [Executed]#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of January 24, 2022, by and among NEW RSC, LLC a Delaware limited liability company (the “Grantor”), in favor of BLUE TORCH FINANCE, LLC, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, together with its successors and assigns, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of January 24, 2022 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is 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 Financing Agreement (as defined in the Security Agreement), 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. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a 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 Grantor:

- (a) Trademarks of the Grantors, 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 indefeasible payment in full in cash of the Secured Obligations (other than any contingent or inchoate obligations not then due and payable) and termination of the Security Agreement in accordance with its terms, the Collateral Agent shall

execute, acknowledge, and deliver to Grantor 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 hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. 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 Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW RSC, LLC

By: 

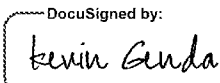
Name: Michele Pascoe

Title: Chief Financial Officer

[Signature page to the Trademark Security Agreement]

Accepted and Agreed:

BLUE TORCH FINANCE, LLC,
as Collateral Agent

By: 
3305F77A88E142A...
Kevin Genda
Authorized Signor

[Signature page to the Trademark Security Agreement]

TRADEMARK
REEL: 007568 FRAME: 0070

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	COUNTRY	TYPE OF REG.	CLASS(ES)
New RSC, LLC	#RUE	88532898	Jul-24-2019	5982570	Feb-11-2020	United States of America	Principal	3
New RSC, LLC	21 BLACK	88736911	Dec-23-2019	6198588	Nov-17-2020	United States of America	Principal	3
New RSC, LLC	BLUSH BY RUE21	88594938	Aug-27-2019	5997204	Feb-25-2020	United States of America	Principal	3
New RSC, LLC	BOTANIC EVERLASTING	88530952	Jul-23-2019	5982438	Feb-11-2020	United States of America	Principal	3
New RSC, LLC	CARBON	78977801	Oct-25-2004	3332888	Nov-6-2007	United States of America	Principal	3, 14, 25
New RSC, LLC	CARBON ELEMENTS	85052127	Jun-1-2010	4064198	Nov-29-2011	United States of America	Principal	3, 9, 14, 25
New RSC, LLC	CJ BLACK	77975461	May-16-2007	3437485	May-27-2008	United States of America	Principal	3
New RSC, LLC	CJ CHROME	88594610	Aug-27-2019	6176415	Oct-13-2020	United States of America	Principal	3
New RSC, LLC	CJ RED	87841033	Mar-20-2018	5535923	Aug-7-2018	United States of America	Principal	3
New RSC, LLC	CJ WHITE	87841040	Mar-20-2018	5729513	Apr-16-2019	United States of America	Principal	3
New RSC, LLC	CRYSTALLINE MOONSTONE	88648247	Oct-9-2019	6143516	Sep-1-2020	United States of America	Principal	3
New RSC, LLC	FASHION ON THE FLY	88301767	Feb-14-2019	5850364	Sep-3-2019	United States of America	Principal	35

New RSC, LLC	FREEDOM FLEX	86751872	Sep-9-2015	5005035	Jul-19-2016	United States of America	Principal	25
New RSC, LLC	MÉTRO BLACK RUE21	77717972	Apr-20-2009	4049687	Nov-1-2011	United States of America	Principal	3
New RSC, LLC	MÉTRO BLACK RUE21	77978469	Apr-20-2009	3738169	Jan-12-2010	United States of America	Principal	3
New RSC, LLC	PINK ICE RUE21	77484562	May-27-2008	3648607	Jun-30-2009	United States of America	Principal	3
New RSC, LLC	POSH BY RUE21	85698736	Aug-8-2012	4305323	Mar-19-2013	United States of America	Principal	3
New RSC, LLC	REVERT ECO	77318759	Nov-1-2007	3522167	Oct-21-2008	United States of America	Principal	3
New RSC, LLC	RUE 21	75656058	Mar-8-1999	2592035	Jul-9-2002	United States of America	Principal	14, 26
New RSC, LLC	RUE 21	75980000	Mar-8-1999	2450257	May-8-2001	United States of America	Principal	3
New RSC, LLC	RUE 21	75978339	Nov-22-1996	2276778	Sep-7-1999	United States of America	Principal	25, 26
New RSC, LLC	RUE 21	75203034	Nov-22-1996	2123489	Dec-23-1997	United States of America	Principal	35
New RSC, LLC	RUE BEAUTÉ	85292877	Apr-12-2011	4093339	Jan-31-2012	United States of America	Principal	3, 18, 21
New RSC, LLC	RUE BUCKS	85750526	Oct-10-2012	4305383	Mar-19-2013	United States of America	Principal	16
New RSC, LLC	RUE BY RUE21	78837707	Mar-15-2006	3304438	Oct-2-2007	United States of America	Principal	3
New RSC, LLC	RUE DÉCOR	86564733	Mar-16-2015	4818019	Sep-22-2015	United States of America	Principal	35
New RSC, LLC	RUE REWARDS	88564167	Aug-2-2019	6114930	Jul-28-2020	United States of America	Principal	35

New RSC, LLC	RUE SPORT	86736455	Aug-25-2015	5004991	Jul-19-2016	United States of America	Principal	25
New RSC, LLC	RUE SPORT	90837520	Jul-20-2021			United States of America	Principal	3
New RSC, LLC	RUE+	86248799	Apr-10-2014	4753085	Jun-9-2015	United States of America	Principal	25, 35
New RSC, LLC	RUE21 3	88736948	Dec-23-2019	6176657	Oct-13-2020	United States of America	Principal	3
New RSC, LLC	RUE21 ETC!	78979273	Sep-21-2005	3363890	Jan-1-2008	United States of America	Principal	14, 25, 26, 35
New RSC, LLC	RUE21 ETC!	85685300	Jul-24-2012	4305019	Mar-19-2013	United States of America	Principal	3
New RSC, LLC	RUE21 ICON	88736970	Dec-23-2019	6160110	Sep-22-2020	United States of America	Principal	3
New RSC, LLC	RUE21 REWARDS	97207914	Jan-7-2022			United States of America	Principal	35, 36
New RSC, LLC	RUE21 SPARKLE	86504229	Jan-15-2015	4807547	Sep-8-2015	United States of America	Principal	3
New RSC, LLC	RUEBEAUTY	87744752	Jan-5-2018	5535392	Aug-7-2018	United States of America	Principal	3
New RSC, LLC	RUEGUY	86516459	Jan-28-2015	4817152	Sep-22-2015	United States of America	Principal	35
New RSC, LLC	RUEPLUS	97222894	Jan-17-2022			United States of America	Principal	25, 35
New RSC, LLC	RUESWEETS	85602252	Apr-19-2012	4253746	Dec-4-2012	United States of America	Principal	30
New RSC, LLC	RUNWAY 21 BY RUE21	85355832	Jun-24-2011	4140336	May-8-2012	United States of America	Principal	3
New RSC, LLC	THE RUELIFE	87219422	Oct-28-2016	5262652	Aug-8-2017	United States of America	Principal	35, 41

New RSC, LLC	TRUE BY RUE21	87841059	Mar-20- 2018	5582401	Oct-9- 2018	United States of America	Principal	3
New RSC, LLC	TRUE BY RUE21	86980863	Feb-3- 2016	5106655	Dec-20- 2016	United States of America	Principal	25
New RSC, LLC	TWENTYON E BLACK	77605499	Oct-31- 2008	3886903	Dec-7- 2010	United States of America	Principal	3