

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM713052

<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>
NEW RSC, LLC		03/08/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	100 Federal Street, 9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90837520	RUE SPORT	
<b>Serial Number:</b>	97207914	RUE21 REWARDS	
<b>Serial Number:</b>	97222894	RUEPLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>	6173417729		
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Gaysunas		
<b>Address Line 1:</b>	1 Federal St		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1726		
<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas		
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/		
<b>DATE SIGNED:</b>	03/08/2022		
<b>Total Attachments: 5</b>			
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## ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 8, 2022, by **NEW RSC, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **BANK OF AMERICA, N.A.**, 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”).

### WITNESSETH:

WHEREAS, Grantor is party to that certain Amended and Restated Pledge and Security Agreement, dated as of December 16, 2020 (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;

WHEREAS, Grantor is party to that certain Third Amended and Restated ABL Credit Agreement, dated as of June 7, 2021 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Credit Agreement”) with, among others, the other Loan Parties party thereto (as defined therein) and the Collateral Agent, pursuant to which the obligations of the Secured Parties to continue to extend financial accommodations to the Loan Parties is conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 first-priority security interest (subject to Liens permitted by Section 7.01 of the Credit Agreement) 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.

**GRANTOR**

**NEW RSC, LLC**

By:   
Name:  
Title:

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: *Nicholas J. Balta*  
Name: Nicholas J. Balta  
Title: Vice President

**SCHEDULE I**

<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
New RSC, LLC	RUE SPORT	90837520 7/20/2021	
New RSC, LLC	RUE21 REWARDS	97207914 1/7/2022	
New RSC, LLC	RUEPLUS	97222894 1/17/2022	

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**RECORDED: 03/08/2022**

**TRADEMARK  
REEL: 007653 FRAME: 0715**