

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350792

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900330411

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michael Ray Nguyen-Stevenson p/k/a Tyga		05/26/2015	INDIVIDUAL: UNITED STATES
Tarell Meeks		05/26/2015	INDIVIDUAL: UNITED STATES
Last Kings Designs LLC		05/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Egypt Last Kings Clothing, LLC		05/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
The Gold Era LLC		05/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
King Tarell Holdings LLC		05/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Tilly's, Inc.
<b>Street Address:</b>	10 Whatney
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4472545	LAST KINGS
<b>Registration Number:</b>	4590303	LAST KINGS
<b>Registration Number:</b>	4590304	
<b>Serial Number:</b>	86091782	LAST KINGS

## CORRESPONDENCE DATA

Fax Number: 7145135130

*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: 714-424-8215

Email: uspto-tm-oc@sheppardmullin.com

TRADEMARK

**Correspondent Name:** Carlo F. Van den Bosch/Sheppard Mullin  
**Address Line 1:** 650 Town Center Dr.  
**Address Line 2:** Fourth Floor  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 07DX-209261

**NAME OF SUBMITTER:** Carlo F. Van den Bosch

**SIGNATURE:** /cfv/

**DATE SIGNED:** 08/07/2015

**Total Attachments: 10**

source=Gold Era to Tilly's tm security agreement#page1.tif  
source=Gold Era to Tilly's tm security agreement#page2.tif  
source=Gold Era to Tilly's tm security agreement#page3.tif  
source=Gold Era to Tilly's tm security agreement#page4.tif  
source=Gold Era to Tilly's tm security agreement#page5.tif  
source=Gold Era to Tilly's tm security agreement#page6.tif  
source=Gold Era to Tilly's tm security agreement#page7.tif  
source=Gold Era to Tilly's tm security agreement#page8.tif  
source=Gold Era to Tilly's tm security agreement#page9.tif  
source=Gold Era to Tilly's tm security agreement#page10.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Security Agreement*") is entered into as of May 26, 2015, between and among Michael Ray Nguyen-Stevenson p/k/a Tyga ("*Tyga*"), an individual residing in California ("*Tyga*"), Tarell Meeks, an individual residing in California ("*Meeks*"), Last Kings Designs LLC, a California limited liability company ("*LKD*"), Egypt Last Kings Clothing, LLC, a California limited liability company ("*ELKC*"), The Gold Era LLC, a Delaware limited liability company ("*TGE*"), and King Tarell Holdings LLC, a California limited liability company ("*KTH*" and together with Tyga, Meeks, LKD, ELKC and TGE, each a "*Grantor*" and collectively the "*Grantors*"), in favor of Tilly's, Inc., a Delaware corporation ("*Tilly's*").

WHEREAS, reference is made to that certain Confidential Settlement Agreement dated April 29, 2015 (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "*Settlement Agreement*"), by and among Glenn Marrero, a California resident ("*Marrero*"), Grantors and others, pursuant to which Marrero and the Grantors have settled certain claims raised in the *Marrero v. Stevenson, et al.* case filed in the United States District Court of the Central District of California as Case No. 13cv09291-CBM-PJW.

WHEREAS, pursuant Section 5 of the Settlement Agreement and that certain Security and Indemnity Agreement dated April 29, 2015 (the "*Security and Indemnity Agreement*"), Tilly's has agreed to guarantee certain obligations of the Grantors to Marrero on the terms and conditions set forth therein. As a condition to Tilly's agreement to enter into the Settlement Agreement and the Security and Indemnity Agreement and, in particular, to agree to guarantee those certain obligations described in Section 5 of the Settlement Agreement and in the Security and Indemnity Agreement, Tilly's has required that the Grantors execute in favor of Tilly's that certain Indemnity and Reimbursement Agreement dated as of April 29, 2015 (the "*Indemnity Agreement*"), pursuant to which, among other things, the Grantors jointly and severally indemnify the "Indemnitees" described therein from and against certain liabilities, obligations, losses, damages, costs and expenses, as more fully described therein.

WHEREAS, in connection with the Settlement Agreement, Tilly's has provided a loan to Grantors in the original principal amount of \$200,000 pursuant to that certain Promissory Note dated as of May 26, 2015 (the "*Promissory Note*"), by the Grantors in favor of Tilly's. Grantors' obligations owing to Tilly's, including without limitation those obligations evidenced by the Indemnity Agreement and the Promissory Note, are referred to herein as the "*Secured Obligations*".

WHEREAS, as an additional condition (among others) to Tilly's agreement to execute the Settlement Agreement and the Security and Indemnity Agreement, and to provide the loan evidenced by the Promissory Note, Tilly's has required that the Grantors enter into this Intellectual Property Security Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. Each Grantor hereby unconditionally grants, assigns, and pledges to Tilly's, to secure the Secured Obligations, a continuing lien on and security interest in (referred to herein as the "*Security Interest*") all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Collateral*");

(a) all intellectual property, including without limitation all copyrights, copyright registrations and applications for copyright registrations, patents and patent applications, trademarks, service marks, domain names, designs, graphics, and logos, together with (i) all inventions, processes, production methods, proprietary information, know-how, and trade secrets; (ii) all licenses or user or other agreements granted to any Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (iii) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, splash screens, films, masters, and artwork; (iv) all field repair data, sales data, and other information relating to sales or service of products now or hereafter manufactured; (v) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records, or data; and (vi) all licenses, consents, permits, variances, certifications, and approvals of governmental agencies now or hereafter held by any Grantor, in each case owned by the Grantors in connection with or in relation to the Last Kings line of fashion, apparel, and accessories (the "*Last Kings Business*");

(b) without limiting the generality of Section 1.(a), all U.S. trademark and service mark registrations and applications for registration owned by any Grantor that relate to the Last Kings Business, including without limitation, TGE's interests in United States Reg. Nos. 4,472,545, 4,590,303, 4,590,304, and United States Application Serial No. 86/091,782 (the "*Trademarks*");

(c) all goodwill of the business connected with the use of, and symbolized by, the Trademarks and any other trademarks constituting Collateral hereunder;

(d) without limiting the generality of Section 1.(a), all copyright registrations and applications for registration owned by any Grantor that relate to the Last Kings Business, including without limitation, ELKC's interests in U.S. Copyright Registration Nos. VA 1-870-668 and VA 1-870-611 (the "*Copyrights*");

(e) to the extent related to any property described in the clauses (a) through (d) above, all books, correspondence, loan files, records, invoices, and other papers, including without limitation all tapes, cards, computer runs, and other papers and documents in the

possession or under the control of any Grantor or any computer service company from time to time acting for any Grantor; and

(f) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or other violation of or injury to any Trademark, Copyright or any other intellectual property constituting Collateral hereunder, including the right to receive any damages;

*provided* that the term "*Collateral*" shall *not* include (i) any property or assets in which a security interest may not be granted under applicable laws, or under the term of any license, permit or authorization issued by a governmental authority, or (ii) any lease, license, contract, property rights or agreement in respect of personal property to which any Grantor is a party or any of such Grantor's rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity), provided, however, that, in the case of either (A) or (B) above, such security interest shall (x) attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach, termination or default shall be remedied or waived and (y) to the extent such portion is severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

2. SECURITY FOR SECURED OBLIGATIONS. This Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to Tilly's, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. This Security Agreement creates an assignment, pledge, charge, continuing perfected first priority security interest in, and general lien upon, the Collateral and shall (a) remain in full force and effect until all Secured Obligations have been indefeasibly paid in full in cash, (b) be binding upon each Grantor and its successors, and (c) inure, together with the rights and remedies of Tilly's hereunder, to the benefit of Tilly's and its successors, transferees, and assigns.

3. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall develop, acquire, register, or apply to register any new intellectual property relating to the Last Kings Business, the provisions of this Security Agreement shall automatically apply thereto, including, without limitation, the grant of the security interest with respect thereto as provided in Section 1 of this Security Agreement. Each Grantor hereby agrees to provide Tilly's with immediate notice of the creation or acquisition of any intellectual property constituting Collateral hereunder. The Grantors agree to modify this Security Agreement, upon request by Tilly's, by amending it to include any such new intellectual property rights of each Grantor subject to the terms and

conditions set forth in the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Security Agreement shall in any way affect, invalidate or detract from the continuing security interest in all Collateral.

4. WAIVER OF STATUTE OF LIMITATIONS; REINSTATEMENT OF LIABILITY. The Grantors acknowledge that this Security Agreement is absolute and unconditional, there are no conditions precedent to the effectiveness of this Security Agreement, and this Security Agreement is in full force and effect and is binding on the Grantors as of the date written below, regardless of whether Tilly's obtains additional collateral for or guaranties of the Secured Obligations from others or takes any other action contemplated by the Grantors. To the maximum extent permitted by applicable law, the Grantors waive the benefit of any statute of limitations affecting the Grantors' liability hereunder or the enforcement thereof, and the Grantors agree that any payment of any Secured Obligations or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to the Grantors' liability hereunder. The liability of the Grantors hereunder shall be reinstated and revived and the rights of Tilly's shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligations secured hereby is rescinded or must be otherwise restored by Tilly's, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Tilly's in its sole discretion; provided however, that if Tilly's chooses to contest any such matter at the request of the Grantors, the Grantors agree to indemnify and hold Tilly's harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Tilly's in connection therewith, including without limitation, in any litigation with respect thereto.

5. REPRESENTATIONS AND WARRANTIES. The Grantors represent and warrant to Tilly's that: (i) this Security Agreement has been duly authorized by all necessary action on the part of the Grantors and duly executed and delivered by the Grantors, (ii) the execution, delivery and the performance of this Security Agreement by the Grantors, does not and will not conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of the organizational documents of the Grantors, (iii) the Grantors have the right to grant a security interest in the Collateral; (iv) the Collateral is not subject to any liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Tilly's, or as heretofore disclosed by the Grantors to Tilly's, in writing; (v) all statements contained herein are true and complete in all material respects; (vi) the execution, delivery and performance of this agreement by the Grantors does not contravene, conflict with or result in the breach of, or constitute a default under any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument or agreement binding upon the Grantors or any of its property; (vii) the names and jurisdictions of residence or formation, as applicable, described in the preamble to this Security Agreement and on the signature pages hereto are the correct legal names and jurisdictions of residence or formation, as applicable, of each Grantor hereto and (ix) the Trademarks and Copyrights described in Section 1(b) and Section 1(d), respectively, of this Security Agreement constitute all of the registered trademarks and copyrights, and any applications therefore, owned by any Grantors with respect to the Last Kings Business as of the date of this Security Agreement.

6. COVENANTS OF GRANTORS.

(a) Grantors agree in general:

(1) (A) To indemnify Tilly's against all losses, claims, demands, liabilities and expenses of every kind caused by any Collateral pledged hereto; (B) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Tilly's in the perfection and preservation of the Collateral or Tilly's interest therein and/or the realization, enforcement and exercise of Tilly's rights, powers and remedies hereunder; (C) to permit Tilly's to exercise its powers hereunder after an Event of Default; and (D) to execute and deliver such documents as Tilly's deems reasonably necessary or desirable to create, perfect and continue the security interests contemplated hereby; and

(2) (A) To take all steps to preserve and protect the Collateral, including, with respect to the Intellectual Property, the filing of any renewal affidavits and applications; (B) not change its: (i) name or the name under which it does business; (ii) chief executive office; (iii) type of organization; (iv) jurisdiction of incorporation or formation; or (v) other legal structure without at least 30 day's prior written notice to Tilly's, and, prior to effectuating any change described in the preceding sentence, the Grantors shall take or cause to be taken all actions deemed by Tilly's to be necessary or desirable to prevent any financing or continuation statement from becoming seriously misleading or rendered ineffective, or the security interests granted herein from becoming unperfected or the relative priority thereof otherwise impaired, as a result of such removal or change; (C) immediately notify Tilly's if it knows or has reason to know of any reason why any applicable registration or recording of any intellectual property may become abandoned, canceled, invalidated or unenforceable; (D) render any assistance, as Tilly's may solely determine is necessary, to Tilly's in any proceeding before the U.S. Patent and Trademark Office ("USPTO"), the U.S. Copyright Office ("USCO"), any federal or state court, or any similar office or agency in the United States of America, or any state therein, to maintain any intellectual property Collateral and to protect Tilly's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings; (E) immediately notify Tilly's if any Grantor learns of any use by any person of any term or design likely to cause confusion with any of the trademark Collateral, or of any use by any person of any other process or product which infringes upon any of the trademark Collateral in a manner which is adverse to any Grantor's business, and if requested by Tilly's, the Grantors shall, at their expense, join with Tilly's in such action as Tilly's in its discretion may deem advisable for the protection of Tilly's interest in and to the trademark Collateral; and (F) immediately notify Tilly's in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental authority, court or body, any Grantor becomes aware of regarding any Grantor's claim of ownership in any of the intellectual property Collateral, and in the event of any infringement of any trademark, patent or copyright owned by any Grantor by a third party which is adverse to any Grantor's business, each Grantor shall promptly notify Tilly's of such infringement and sue for and diligently pursue damages for such infringement, and if the Grantors shall fail to take such action within one (1) month after such notice is given to Tilly's, Tilly's may, but shall not be required to, itself take such

action in the name of any applicable Grantor, and each Grantor hereby appoints Tilly's the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, solely, without limitation on any other rights of Tilly's under this Security Agreement, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to any Grantor, net of costs and attorneys' fees, to be applied to the Secured Obligations.

(b) Without in any way limiting the foregoing provisions of this Section, Grantors agree with regard to the Collateral, unless Tilly's agrees otherwise in writing: (i) not to permit any claim lien, security interest or other encumbrance ("Claims") to exist on or against the Collateral, except in favor of Tilly's; (ii) not to sell, hypothecate or otherwise dispose of, nor permit the transfer by operation of law of, any of the Collateral or any interest therein; (iii) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral, and to permit Tilly's to inspect the same and make copies thereof at any reasonable time; (iv) if requested by Tilly's, to receive and use reasonable diligence to collect the proceeds of the Collateral, in trust and as the property of Tilly's, and to immediately endorse as appropriate and deliver such proceeds of the Collateral to Tilly's daily in the exact form in which they are received together with a collection report in form satisfactory to Tilly's; (v) not to commingle Collateral, or collections thereunder, with other property; (vi) in the event Tilly's elects to receive payments of Collateral hereunder after an Event of Default, to pay all expenses incurred by Tilly's in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto; and (vii) to provide any service and do any other acts which may be reasonably necessary to keep all Collateral free and clear of all Claims, defenses, rights of offset and counterclaims.

7. POWERS OF TILLY'S. Grantor appoints Tilly's its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Security Agreement and may be exercised from time to time by Tilly's officers and employees, or any of them, whether or not any Grantor is in default: (a) to perform any obligation of Grantors hereunder in Grantors' name or otherwise; (b) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, intellectual property security agreements, statements of assignment, applications for registration or like papers to perfect, preserve or release Tilly's interest in the Collateral, including, without limitation, to file UCC-1 financing statements in any relevant jurisdictions and to file copies of this Security Agreement with the USPTO and the USCO; (c) to verify facts concerning the Collateral by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (d) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to proceeds of the Collateral; (e) to exercise all rights, powers and remedies which Grantors would have, but for this Security Agreement, with respect to all Collateral and proceeds of the Collateral subject hereto; and (f) to do all acts and things and execute all documents in the name of Grantors or otherwise, deemed by Tilly's as reasonably necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.



8. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Security Agreement: (a) any failure by any Grantor to pay or perform any obligation under the Indemnity Agreement or the Promissory note within five (5) days after demand by Tilly's, (b) any default in the payment or performance of any obligation under this Agreement, the Indemnity Agreement or the Promissory Note; (c) any representation or warranty made by any Grantor herein or in the Indemnity Agreement or the Promissory Note shall prove to be incorrect in any material respect when made; (d) any Grantor shall fail to observe or perform any material obligation or agreement contained herein, in the Indemnity Agreement or the Promissory Note; or (e) any lien or security interest (other than in favor of Tilly's), attachment or like levy exists on or with respect to the Collateral.

9. REMEDIES. Upon the occurrence of any Event of Default, Tilly's shall have and may exercise without demand any and all rights, powers, privileges and remedies granted to a secured party upon default under the UCC or otherwise provided by law. All rights, powers, privileges and remedies of Tilly's shall be cumulative. No delay, failure or discontinuance of Tilly's in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Tilly's of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing.

10. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Security Agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

11. CHOICE OF LAW. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA.**

12. CONSENT TO JURISDICTION. **EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR CALIFORNIA STATE COURT SITTING IN ORANGE COUNTY, CALIFORNIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE**

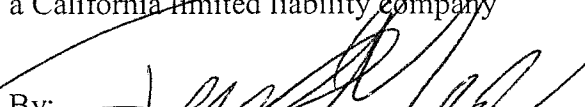
AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

13. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). IF ANY ACTION OR PROCEEDING IS FILED BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS SECURITY AGREEMENT AND EACH PARTY HERETO OR THERETO (OTHER THAN TILLY'S) DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) GRANTORS SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

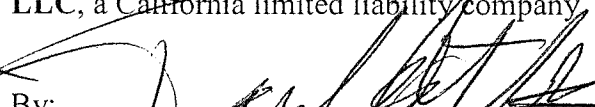
IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the day and year first above written.

[signature page follows]

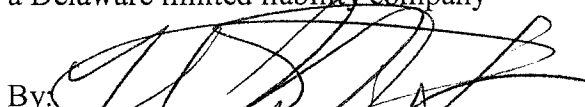
**LAST KINGS DESIGNS LLC,**  
a California limited liability company

By:   
Name: Tarell Meeks  
Title: Member

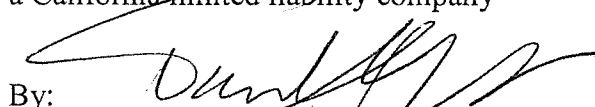
**EGYPT LAST KINGS CLOTHING, LLC,**  
a California limited liability company

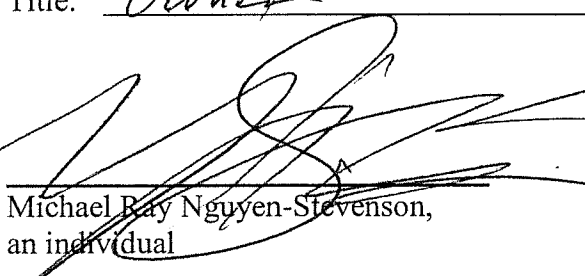
By:   
Name: Tarell Meeks  
Title: Vice President

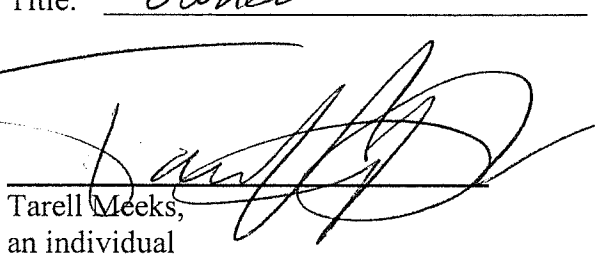
**THE GOLD ERA LLC,**  
a Delaware limited liability company

By:   
Name: Michael Stevenson  
Title: Owner

**KING TARELL HOLDINGS LLC,**  
a California limited liability company

By:   
Name: Tarell Meeks  
Title: Owner

  
Michael Ray Nguyen-Stevenson,  
an individual

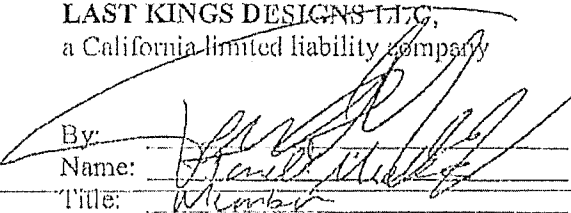
  
Tarell Meeks,  
an individual

Acknowledged and Accepted:

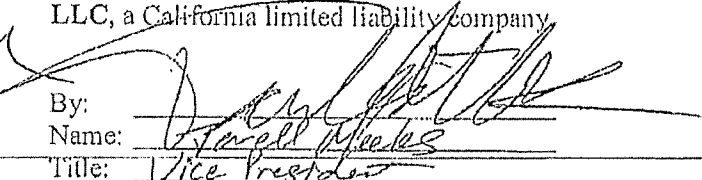
**TILLY'S, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

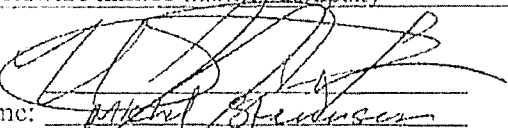
LAST KINGS DESIGNS LLC,  
a California limited liability company

By:   
Name: Harold Meeks  
Title: Member

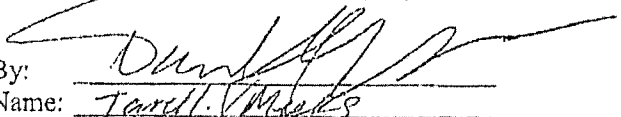
EGYPT LAST KINGS CLOTHING,  
LLC, a California limited liability company

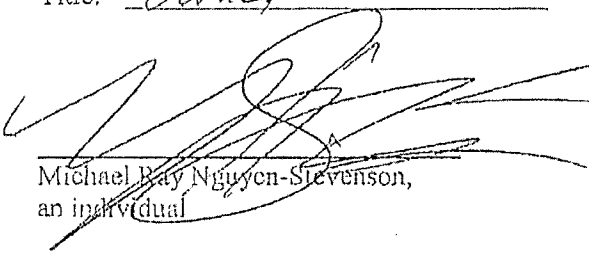
By:   
Name: Tarell Meeks  
Title: Vice President

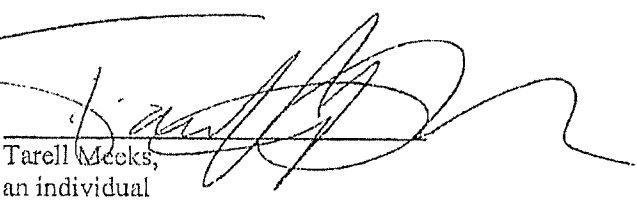
THE GOLD ERA LLC,  
a Delaware limited liability company

By:   
Name: Michael Stevenson  
Title: Owner

KING TARELL HOLDINGS LLC,  
a California limited liability company

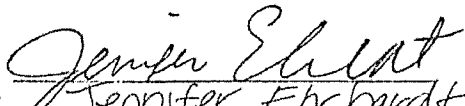
By:   
Name: Tarell Meeks  
Title: Owner

  
Michael Bay Nguyen-Stevenson,  
an individual

  
Tarell Meeks,  
an individual

Acknowledged and Accepted:

TILLY'S, INC.,  
a Delaware corporation

By:   
Name: Jennifer Ehrhardt  
Title: CFO