

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

United Retail Incorporated

Execution Date(s) July 28, 2011

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal
Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

A. Patent Application No. (s)
See Attached Schedule A

☐ This document is being filed together with a new application.

B. Patent No.(s)
See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-982-7049

Email Address: cls-udsalbany@woitersklower.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers

5683

Expiration Date

10/12

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

July 28, 2011

Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 5

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 D41223

SCHEDULE A

Grantor	Country	Patent	Application/ Patent No.	Filing Date
United Retail Incorporated	United States	Women's Honeycomb Shoe Sole	D412239	7/27/99

EXECUTION

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, UNITED RETAIL INCORPORATED, a Delaware corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States patents and all patent registrations and patent applications and recordings (the "Patents") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Patents, (c) all inventions and improvements described and claimed therein, (d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (e) all income, fees, royalties, damages, claims and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto throughout the world, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past, present or future infringement of the Patents and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Patents.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of July 28, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of July,
2011.

GRANTOR:

UNITED RETAIL INCORPORATED

By: 

Name: Catherine Doucet

Title: Secretary/Treasurer

GRANTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative and Collateral Agent

By: _____

Name: Cory Loftus

Title: Director

[Patent Security Agreement - URI]

PATENT
REEL: 026686 FRAME: 0719

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UNITED RETAIL INCORPORATED

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as Administrative and Collateral Agent

By:  _____

Name: Cory Loftus

Title: Director

[Patent Security Agreement - URI]