

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		06/12/2013	Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Five Below, Inc.		
Street Address:	1818 Market Street		
Internal Address:	Suite 1900		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3959025	PARTIKI	
Registration Number:	4091585	ROOM 2 ROOM	
Serial Number:	77964598	ROOM 2 ROOM	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-956-7685		
Email:	carrierr@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		

OP \$90.00 3959025

Signature:	/Rita M. Carrier/
Date:	06/19/2013
Total Attachments: 4 source=Five Below - Term - Release of Trademarks - Execution#page1.tif source=Five Below - Term - Release of Trademarks - Execution#page2.tif source=Five Below - Term - Release of Trademarks - Execution#page3.tif source=Five Below - Term - Release of Trademarks - Execution#page4.tif	

**NOTICE OF RELEASE OF SECURITY INTERESTS
IN INTELLECTUAL PROPERTY
(TRADEMARKS)**

This Release of Security Interest in Intellectual Property is made this 12th day of June, 2013, by Goldman Sachs Bank USA, in its capacity as collateral agent for itself and the other Secured Parties (as that term is defined in the Security Agreement referenced below) (together with its successors and permitted assigns, "Assignor"), in favor of Assignee (as defined below).

WHEREAS, in connection with that certain Trademark Security Agreement dated May 16, 2012 (the "Security Agreement") by and among the Assignor and Five Below, Inc. (together with its successors and assigns in such capacity, "Assignee"), said Security Agreement being recorded at the United States Patent and Trademark Office on May 16, 2012 at reel/frame 4781/0449, Assignee granted to Assignor a security interest in certain of its Trademark Collateral (as defined in the Security Agreement), including (i) those trademarks listed on Exhibit 1 attached hereto, together with all extensions or renewals thereof (the "Merchandise Trademarks"), (ii) all of the goodwill of the business connected with the use of and symbolized by any of the Merchandise Trademarks, (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the Merchandise Trademarks or for any injury to the related goodwill, (iv) all proceeds of the Merchandise Trademarks, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Merchandise Collateral"); and

WHEREAS, Assignor desires to release and discharge its security interest in the Merchandise Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby releases, discharges and remits to Assignee any and all right, title and interest in and to the Merchandise Collateral and reassigns to the Assignee any and all such right, title and interest that it may have in the Merchandise Collateral. Assignor authorizes Assignee or Assignee's authorized representative to record this Release of Security Interest in Intellectual Property with the United States Patent and Trademark Office or any similar office or agency in any other country, and Assignor agrees to execute, acknowledge, procure and deliver to Assignee any and all further documents or instruments and do any and all further acts which the Assignee (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release of Security Interest and Assignee's (or its assignees') right, title and interest in and to the Merchandise Collateral.

This Release of Security Interest and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release of Security Interest and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

TRADEMARK RELEASE

TRADEMARK
REEL: 005051 FRAME: 0527

IN WITNESS WHEREOF, Goldman Sachs Banks USA, as agent for itself and the other Secured Parties, duly executes this Release of Security Interest in Intellectual Property by its duly authorized officer as of the day and year first above written.

Goldman Sachs Bank USA

By: 

Name: Gabriel Jacobson
Authorized Signatory

Title: _____

IN PRESENCE OF:

STATE OF NY)
)
)SS.
COUNTY OF NY)

On the 11 day of June, 2013, before me personally came Gabriel Jacobson, to me known, who, being by me duly sworn, did depose and say that s/he is the Authorized Signatory of Goldman Sachs Bank USA, the New York state-chartered bank described and which executed the foregoing instrument and that s/he signed her/his name thereto by order of the board of directors of said New York state-chartered bank.



Notary Public
Name:

My Commission Expires:
12/15/13

LYNN SPURGAT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6137757
Qualified in New York County
My Commission Expires December 05, 2013

TRADEMARK RELEASE

TRADEMARK
REEL: 005051 FRAME: 0528

EXHIBIT 1

MARK	REGISTRATION NUMBER
PARTIKI	3,959,025
ROOM 2 ROOM	4,091,585

MARK	APPLICATION/SERIAL NUMBER
ROOM 2 ROOM	77/964,598