

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|----------------------------|--------------------------------------------------------------------------|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in United States Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 10/10/2013 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | rue21, Inc. | | |
| Street Address: | 800 Commonwealth Drive | | |
| City: | Warrendale | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15086 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| Name: | rue services corporation | | |
| Street Address: | 800 Commonwealth Drive | | |
| City: | Warrendale | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15086 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| Name: | r services llc | | |
| Street Address: | 800 Commonwealth Drive | | |
| City: | Warrendale | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15086 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: VIRGINIA | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3636753 | CARBON | |
| Registration Number: | 3522167 | REVERT ECO | |

CH \$515.00 3636753

| | | |
|----------------------|----------|-----------------------|
| Registration Number: | 3440193 | CJ |
| Registration Number: | 3974700 | TAREA BY RUE 21 |
| Registration Number: | 3738169 | MÉTRO BLACK RUE21 |
| Registration Number: | 3437485 | CJ BLACK |
| Registration Number: | 3437484 | CARBON BLACK |
| Registration Number: | 4106257 | TWENTYONE BLACK |
| Registration Number: | 4064198 | CARBON ELEMENTS |
| Registration Number: | 4081128 | INTENSE BY RUE21 |
| Registration Number: | 4093339 | RUE BEAUTÉ |
| Registration Number: | 4253746 | RUESWEETS |
| Registration Number: | 4140336 | RUNWAY 21 BY RUE21 |
| Serial Number: | 85855268 | RUEMAN |
| Serial Number: | 85760017 | POSH BY RUE21 |
| Registration Number: | 4305383 | RUE BUCKS |
| Serial Number: | 85742750 | CJ SPORT |
| Registration Number: | 4305019 | RUE21 ETC! |
| Registration Number: | 4305323 | POSH BY RUE21 |
| Serial Number: | 85756472 | TRUE ACTIVE BY RUE 21 |

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-2895
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Address Line 4: New York, NEW YORK 10017

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|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 004600/0127 |
| NAME OF SUBMITTER: | Samantha J. Himelman |
| Signature: | /sjh/ |
| Date: | 03/04/2014 |

Total Attachments: 3
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TRADEMARK

REEL: 005230 FRAME: 0331

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This Termination and Release of Security Interest in United States Trademarks (the “Release”) is executed as of October 10, 2013, by **BANK OF AMERICA, N.A.**, as Collateral Agent under the Security Agreement referred to below (in such capacity, the “Collateral Agent”), in favor of rue21, inc. (the “Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement referred to below.

WHEREAS, the Grantor and certain of its affiliates entered into that certain Security Agreement dated as of April 10, 2008 (as amended, amended and restated, or otherwise modified to the date hereof, the “Security Agreement”), among the Grantor, the Collateral Agent and the other parties thereto; and

WHEREAS, pursuant to the Security Agreement, the Grantor and the Collateral Agent executed (i) that certain Intellectual Property Security Agreement dated as of April 10, 2008, (ii) that certain First Amendment to Intellectual Property Security Agreement dated as of November 24, 2009, and (iii) that certain Supplement to Intellectual Property Security Agreement dated as of April 5, 2013 (as amended, amended and restated, or otherwise modified to the date hereof, collectively the “Trademark Security Agreements”) pursuant to which the Grantor granted to the Collateral Agent, among others, a continuing security interest in all of the Grantor’s right, title and interest in and to the United States Trademark registrations and applications listed on Exhibit A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, and all rights to sue or otherwise recover for any past, present, or future infringement or other violation or impairment of any of the foregoing (the “Security Interest”).

WHEREAS the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 8, 2013 at Reel 5000, Frame 0882.


WHEREAS the Collateral Agent has agreed to terminate and release its Security Interest as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby releases, terminates and discharges the Security Interest granted under the Trademark Security Agreements, and any right, title or interest of the Collateral Agent in such Security Interest shall hereby terminate, cease and become void. The Collateral Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office, The Collateral Agent shall, at the Grantor’s sole cost and expense and at the Grantor’s reasonable request, to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

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

By: 

Name:

Title:

Richard D. Hill, Jr.
Managing Director

EXHIBIT A

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks encumbered by a security interest recorded by the USPTO at reel/frame 5000/0882 on 4/8/13.

| Title | App. No./ Reg. No. |
|-----------------------|-----------------------|
| CARBON | 3636753 |
| REVERT ECO | 3522167 |
| CJ AND DESIGN | 3440193 |
| TAREA BY RUE21 | 3974700 |
| METRO BLACK RUE21 | 3738169 |
| CJ BLACK | 3437485 |
| CARBON BLACK | 3437484 |
| TWENTYONE BLACK | 4106257 |
| CARBON ELEMENTS | 4064198 |
| INTENSE BY RUE21 | 4081128 |
| RUE BEAUTE | 4093339 |
| RUESWEETS | 4253746 |
| RUNWAY 21 BY RUE21 | 4140336 |
| RUEMAN | 85/855268 |
| POSH BY RUE21 | 85/760017 |
| RUE BUCKS | 4305383 |
| CJ SPORT | 85/742750 |
| RUE21 ETC! | 4305019 |
| POSH BY RUE21 | 4305323 |
| TRUE ACTIVE BY RUE 21 | 85/756472 |