

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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:	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: 4

Property Type	Number	Word Mark
Registration Number:	3774496	RUE KICKS
Registration Number:	3886903	TWENTYONE BLACK
Registration Number:	3648607	PINK ICE RUE21
Registration Number:	4049687	MÉTRO BLACK RUE21

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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via US Mail.

Phone: (212) 455-2895
Email: ksolomon@stblaw.com
Correspondent Name: Samantha J. Himelman, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

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

Total Attachments: 3
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**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 r services llc (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 December 9, 2009 at Reel 4111, Frame 0287.


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 4111/0287 on 12/9/09:

Title	App. No./ Reg. No.
RUE KICKS	3774496
TWENTYONE BLACK	3886903
PINK ICE RUE21	3648607
METRO BLACK RUE21	4049687