

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest recorded at Reel/Frame 5050/0123		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon Trust Company, N.A.		02/03/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hot Topic Merchandising, Inc.		
<b>Street Address:</b>	18305 E. San Jose Ave.		
<b>City:</b>	City of Industry		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91748		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85293898	LOVESICK	
<b>Serial Number:</b>	85293915	LOVESICK	
<b>Serial Number:</b>	85596217	LOVESICK	
<b>Serial Number:</b>	85640314	LOVESICK	
<b>Serial Number:</b>	85658399	LOVESICK	
<b>Serial Number:</b>	85739989	LOVESICK	
<b>Serial Number:</b>	85751040	LOVESICK	
<b>Serial Number:</b>	86706006	LOVESICK	
<b>Serial Number:</b>	86706099	LOVESICK	
<b>Serial Number:</b>	86774177	LOVESICK	
<b>Serial Number:</b>	86774329	LOVESICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>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.</i>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		

CH \$290.00 85293898

**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**NAME OF SUBMITTER:** Renee M. Prescan

**SIGNATURE:** /Renee M. Prescan/

**DATE SIGNED:** 02/06/2017

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 3, 2017 (the "Effective Date"), is made by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as the Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of June 12, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks, dated as of June 12, 2013 (as may be amended, supplemented, restated, or otherwise modified from time to time) and other similar grants of security interest from time to time (each, a "Trademark Security Agreement", and collectively, the "Trademark Security Agreements"), for recording with the United States Patent and Trademark Office;

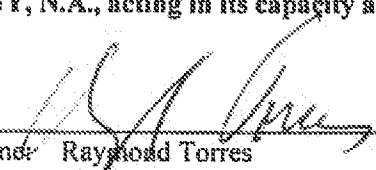
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the relevant Trademark Security Agreement, as applicable.
2. Release. The Agent, without recourse representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached hereto (the "Trademark Collateral"). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral the Agent, without recourse representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without recourse representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., acting in its capacity as collateral  
agent**

By: \_\_\_\_\_


  
Name: Raymond Torres  
Title: Vice President

[Signature Page to IP Release]

**TRADEMARK  
REEL: 005982 FRAME: 0234**

**GRANTORS:**

**Hot Topic Merchandising, Inc.**, a California corporation

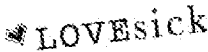
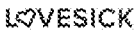
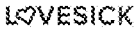
By:   
Name: Thomas Finn  
Title: Chief Financial Officer

[Signature Page to Trademark IP Release]

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**TRADEMARK**  
**REEL: 005982 FRAME: 0235**

Schedule I

MARK	USPTO Serial Number	Goods and Services
LOVESICK	85293898	IC 25 - Bottoms; Clothing, namely, dresses; jackets; Jeans; Jeggings, namely, pants that are partially jeans and partially leggings; Jumper dresses; women's jackets, trousers, Shirts and short-sleeved shirts; Short-sleeved or long-sleeved t-shirts; Short-sleeved shirts; Shorts; Skirts and dresses; T-shirts; Walking shorts; Women's clothing, namely, shirts, dresses, skirts, blouses.
LOVESICK	85293915	IC 35 - On-line retail store services featuring accessories and clothing.
	85596217	IC 25 - Bathing suits; Denim jackets; Ladies' underwear; Lingerie; Monokinis; Panties, shorts and briefs; Scarves; Swim trunks; Underwear.
LOVESICK	85640314	IC 26 - Barrettes; Clam clips for hair; Hair accessories, namely, snap clips; Hair accessories, namely, twisters; Hair barrettes; Hair bows; Hair buckles; Hair clamps; Hair clips; Hair ornaments not of precious metal; Hair pins; Hair ribbons; Ornaments for the hair; Ponytail holders and hair ribbons.
LOVESICK	85658399	IC 18 - Handbags, Carry-on bags and shoulder bags.
LOVESICK	85739989	IC 3 - Nail polish; Perfume.
LOVESICK	85751040	IC 14 - Body jewelry; Bracelets; Costume jewelry; Hair jewelry in the nature of jewelry for use in the hair; Inexpensive non-jewelry watches; Jewelry and imitation jewelry; Jewelry chains; Jewelry for the head; Jewelry watches; Necklaces; Plastic bracelets in the nature of jewelry; Rings.
LOVESICK	86706006	IC 16 - Gift bags; Gift boxes; Non-magnetically encoded gift cards; Temporary tattoo transfers.
LOVESICK	86706099	IC 9 - Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; Sunglasses.
	86774177	IC 25 - Athletic pants; Boots; Bras; Capri pants; Cardigans; Cargo pants; Coats of denim; Denim jackets; Denims; Dress pants; Jackets; Jeans; Jeggings, namely, pants that are partially jeans and partially leggings; Knee-high stockings; Leggings; Lounge pants; Panties; Sandals; Scarves; Shoes; Shorts; Socks; Socks and stockings; Sweaters; Swimsuits; Undergarments; Women's clothing, namely, shirts, dresses, skirts, blouses.
	86774329	IC 35 - On-line retail store services featuring clothing and fashion accessories.