

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
rue services corporation		09/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New RSC, LLC		
<b>Doing Business As:</b>	rue21		
<b>Street Address:</b>	800 Commonwealth Drive		
<b>City:</b>	Warrendale		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4305323	POSH BY RUE21	
<b>Registration Number:</b>	4305019	RUE21 ETC!	
<b>Registration Number:</b>	3974700	TAREA BY RUE 21	
<b>Registration Number:</b>	3363890	RUE21 ETC!	
<b>Registration Number:</b>	3332888	CARBON	
<b>Registration Number:</b>	3304438	RUE BY RUE21	
<b>Registration Number:</b>	3738169	MÉTRO BLACK RUE21	
<b>Registration Number:</b>	3437485	CJ BLACK	
<b>Registration Number:</b>	3437484	CARBON BLACK	
<b>Registration Number:</b>	3886903	TWENTYONE BLACK	
<b>Registration Number:</b>	3522167	REVERT ECO	
<b>Registration Number:</b>	3648607	PINK ICE RUE21	
<b>Registration Number:</b>	4305383	RUE BUCKS	
<b>Registration Number:</b>	4253746	RUESWEETS	
<b>Registration Number:</b>	4140336	RUNWAY 21 BY RUE21	
<b>Registration Number:</b>	4093339	RUE BEAUTÉ	
<b>Registration Number:</b>	4081128	INTENSE BY RUE21	
<b>Registration Number:</b>	4064198	CARBON ELEMENTS	

OP \$865.00 4305323

Property Type	Number	Word Mark
Registration Number:	4106257	TWENTYONE BLACK
Registration Number:	4049687	MÉTRO BLACK RUE21
Registration Number:	2592035	RUE 21
Registration Number:	2450257	RUE 21
Registration Number:	2276778	RUE 21
Registration Number:	2407212	TAREA BY RUE 21
Registration Number:	2123489	RUE 21
Registration Number:	5005035	FREEDOM FLEX
Serial Number:	87295324	R21
Registration Number:	4753085	RUE+
Registration Number:	4818019	RUE DÉCOR
Registration Number:	4807547	RUE21 SPARKLE
Registration Number:	4817152	RUEGUY
Serial Number:	87219422	THE RUE LIFE
Registration Number:	5004991	RUE SPORT
Registration Number:	5106655	TRUE BY RUE21

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 7247767625

**Email:** ajagoda@rue21.com

**Correspondent Name:** Aaron Jagoda

**Address Line 1:** 800 Commonwealth Drive

**Address Line 4:** Warrendale, PENNSYLVANIA 15086

**NAME OF SUBMITTER:** Aaron M Jagoda

**SIGNATURE:** /Aaron M Jagoda/

**DATE SIGNED:** 09/27/2017

**Total Attachments: 3**

source=Bill of Sale - rue services corp & New RSC LLC\_(49418868\_2)#page1.tif

source=Bill of Sale - rue services corp & New RSC LLC\_(49418868\_2)#page2.tif

source=Bill of Sale - rue services corp & New RSC LLC\_(49418868\_2)#page3.tif

## **BILL OF SALE**

THIS BILL OF SALE (this "Bill of Sale") is dated as of September 22, 2017, and has been executed by and between New RSC, LLC, a Delaware limited liability company ("Buyer"), and rue services corporation, a Delaware corporation ("Seller") (each, a "Party" and collectively, the "Parties").

### **RECITALS**

WHEREAS, on May 15, 2017, the Seller and certain of its affiliates commenced Chapter 11 cases in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court").

WHEREAS, on September 8, 2017, the Court entered a confirmation order approving the Seller's and its affiliates' First Amended Joint Plan of Reorganization (the "Plan") pursuant to Chapter 11 of the Bankruptcy Code.

WHEREAS, in connection with effectiveness of the Plan and pursuant to that certain Exchange Agreement dated as of the date hereof, by and between the Parties (the "Exchange Agreement"), Seller has agreed, among other things, to transfer and assign, and Buyer has agreed to accept and assume, all of Seller's right, title and interest in all of Seller's assets.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Exchange Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### **1. DEFINITIONS.**

Terms that are capitalized but not specifically defined in this Bill of Sale shall have the respective meanings ascribed to them in the Exchange Agreement.

#### **2. SALE, ASSIGNMENT, TRANSFER, CONVEYANCE AND DELIVERY.**

Upon the terms set forth in the Exchange Agreement, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, and Buyer does hereby assume, acquire and accept, all of Seller's right, title and interest in and to the rsc Exchanged Assets, which for the avoidance of any doubt, constitute all of the assets of the Seller.

#### **3. MISCELLANEOUS.**

(a) Binding Effect; Benefit. The provisions of this Bill of Sale shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No provision of this Bill of Sale is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person other than the Parties hereto and their respective successors and permitted assigns.

(b) Further Assurances. From time to time hereafter, and without further consideration, Seller and its successors and assigns covenant and agree that Seller and its

successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Buyer may reasonably request to fully vest in Buyer the rsc Exchanged Assets in accordance with the foregoing, and shall lend all reasonable assistance to Buyer in the collection and reduction to possession of the rsc Exchanged Assets, in the exercise of the rights with respect thereto and otherwise in the carrying out of the intentions and purposes of the Exchange Agreement.

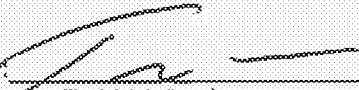
(c) Provisions of Exchange Agreement. This Bill of Sale is executed and delivered pursuant to Exchange Agreement. In the event of any conflict or inconsistency between the terms of the Exchange Agreement and the terms hereof, the terms of the Exchange Agreement shall govern. Nothing herein is intended to, nor shall it, alter any representation, warranty, covenant or obligation set forth in Exchange Agreement.

(d) Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Bill of Sale, to the extent signed and delivered by means of electronic transmission or facsimile, shall be treated in all manners and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

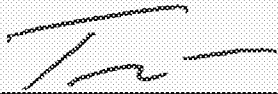
*(Signature page follows)*

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first written above.

RUE SERVICES CORPORATION

By:   
Name: Todd M. Lenhart  
Its: Vice President and Treasurer

NEW RSC, LLC

By:   
Name: Todd M. Lenhart  
Its: Vice President and Treasurer

*(Signature Page to Bill of Sale)*