

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW RUE21 HOLDCO, INC.		09/22/2017	Corporation: DELAWARE
NEW RSC, LLC		09/22/2017	Limited Liability Company: DELAWARE
R SERVICES LLC		09/22/2017	Limited Liability Company: VIRGINIA
NEW RUE21, LLC		09/22/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	85698736	POSH BY RUE21
Serial Number:	85685300	RUE21 ETC!
Serial Number:	85169238	TAREA BY RUE 21
Serial Number:	78979273	RUE21 ETC!
Serial Number:	78977801	CARBON
Serial Number:	78837707	RUE BY RUE21
Serial Number:	77978469	MÉTRO BLACK RUE21
Serial Number:	77975461	CJ BLACK
Serial Number:	77975460	CARBON BLACK
Serial Number:	77605499	TWENTYONE BLACK
Serial Number:	77318759	REVERT ECO
Serial Number:	77484562	PINK ICE RUE21
Serial Number:	85750526	RUE BUCKS
Serial Number:	85602252	RUESWEETS
Serial Number:	85355832	RUNWAY 21 BY RUE21

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85292877	RUE BEAUTÉ
Serial Number:	85157246	INTENSE BY RUE21
Serial Number:	85052127	CARBON ELEMENTS
Serial Number:	85051836	TWENTYONE BLACK
Serial Number:	77717972	MÉTRO BLACK RUE21
Serial Number:	75656058	RUE 21
Serial Number:	75980000	RUE 21
Serial Number:	75978339	RUE 21
Serial Number:	75656061	TAREA BY RUE 21
Serial Number:	75203034	RUE 21
Serial Number:	86751872	FREEDOM FLEX
Serial Number:	87295324	R21
Serial Number:	86248799	RUE+
Serial Number:	86564733	RUE DÉCOR
Serial Number:	86504229	RUE21 SPARKLE
Serial Number:	86516459	RUEGUY
Serial Number:	87219422	THE RUELIFE
Serial Number:	86736455	RUE SPORT
Serial Number:	86248661	RUETECH
Serial Number:	86980863	TRUE BY RUE21

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216.586.7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	519791-600001 (Dan)
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	10/06/2017

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of September 22, 2017, by and among NEW RUE21 HOLDCO, INC., a Delaware corporation ("Holdings"), NEW RSC, LLC, a Delaware corporation ("Rue Services"), R SERVICES LLC ("R Services"), NEW RUE21, LLC, a Delaware corporation ("Rue21" and each of Holdings, Rue21, Rue Services, and R Services, a "Grantor"), and WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of September 22, 2017 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations (other than any contingent or inchoate obligations not then due and payable) and termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of September 22, 2017 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW RUE21 HOLDCO, INC.

By: 

Name: Todd M. Lenhart

Title: Vice President and Treasurer

NEW RUE21, LLC

By: 

Name: Todd M. Lenhart

Title: Vice President and Treasurer

R SERVICES LLC

By: 

Name: Todd M. Lenhart

Title: Vice President and Treasurer

NEW RSC, LLC

By: 

Name: Todd M. Lenhart

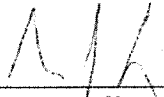
Title: Vice President and Treasurer

[rue21 – Signature Page (Trademark Security Agreement)]

TRADEMARK
REEL: 006177 FRAME: 0184

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS REGISTRATIONS AND APPLICATIONS:

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
New RSC, LLC	POSH BY RUE21	85698736 08/08/2012	4305323 03/19/2013
New RSC, LLC	RUE21 ETC!	85685300 07/24/2012	4305019 03/19/2013
New RSC, LLC	TAREA BY RUE 21	85169238 11/04/2010	3974700 06/07/2011
New RSC, LLC	RUE21 ETC!	78979273 09/21/2005	3363890 01/01/2008
New RSC, LLC	CARBON	78977801 10/25/2004	3332888 11/06/2007
New RSC, LLC	RUE BY RUE21	78837707 03/15/2006	3304438 10/02/2007
New RSC, LLC	MÉTRO BLACK RUE21	77978469 04/20/2009	3738169 01/12/2010
New RSC, LLC	CJ BLACK	77975461 05/16/2007	3437485 05/27/2008
New RSC, LLC	CARBON BLACK	77975460 06/04/2007	3437484 05/27/2008
New RSC, LLC	TWENTYONE BLACK	77605499 10/31/2008	3886903 12/07/2010
New RSC, LLC	REVERT ECO	77318759 11/01/2007	3522167 10/21/2008
New RSC, LLC	PINK ICE RUE21	77484562 05/27/2008	3648607 06/30/2009
New RSC, LLC	RUE BUCKS	85750526 10/10/2012	4305383 03/19/2013
New RSC, LLC	RUESWEETS	85602252 04/19/2012	4253746 12/04/2012
New RSC, LLC	RUNWAY 21 BY RUE21	85355832 06/24/2011	4140336 05/08/2012
New RSC, LLC	RUE BEAUTE	85292877 04/12/2011	4093339 01/31/2012
New RSC, LLC	INTENSE BY RUE21	85157246 10/20/2010	4081128 01/03/2012
New RSC, LLC	CARBON ELEMENTS	85052127 06/01/2010	4064198 11/29/2011
New RSC, LLC	TWENTYONE BLACK	85051836 06/01/2010	4106257 02/28/2012

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
New RSC, LLC	MÉTRO BLACK RUE21	77717972 04/20/2009	4049687 11/01/2011
New RSC, LLC	RUE 21	75656058 03/08/1999	2592035 07/09/2002
New RSC, LLC	RUE 21	75980000 03/08/1999	2450257 05/08/2001
New RSC, LLC	RUE 21	75978339 11/22/1996	2276778 09/07/1999
New RSC, LLC	TAREA BY RUE 21	75656061 03/08/1999	2407212 11/21/2000
New RSC, LLC	RUE 21	75203034 11/22/1996	2123489 12/23/1997
New RSC, LLC	FREEDOM FLEX	86751872 09/19/2015	5005035 07/19/2016
New RSC, LLC	R21	87295324 01/10/2017	
New RSC, LLC	RUE+	86248799 04/10/2014	4753085 06/09/2015
New RSC, LLC	RUE DÉCOR	86564733 03/16/2015	4818019 09/22/2015
New RSC, LLC	RUE21 ETC!	78979273 09/21/2005	3363890 01/01/2008
New RSC, LLC	RUE21 SPARKLE	86504229 01/15/2015	4807547 09/08/2015
New RSC, LLC	RUEGUY	86516459 01/28/2015	4817152 09/22/2015
New RSC, LLC	THE RUE LIFE	87219422 10/28/2016	
New RSC, LLC	RUE SPORT	86736455 08/25/2015	5004991 07/19/2016
New rue21, LLC	RUETECH	86248661 04/10/2014	4644605 11/25/2014
New RSC, LLC	TRUE BY RUE21	86980863 02/03/2016	5106655 12/20/2016