

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW RSC, LLC		12/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5535923	CJ RED	
Registration Number:	5582401	TRUE BY RUE21	
Registration Number:	5729513	CJ WHITE	
Registration Number:	5535392	RUEBEAUTY	
Registration Number:	5850364	FASHION ON THE FLY	
Registration Number:	5982438	BOTANIC EVERLASTING	
Registration Number:	5982570	#RUE	
Registration Number:	5997204	BLUSH BY RUE21	
Registration Number:	6114930	RUE REWARDS	
Registration Number:	6143516	CRYSTALLINE MOONSTONE	
Registration Number:	6160110	RUE21 ICON	
Registration Number:	6176415	CJ CHROME	
Registration Number:	6176657	RUE21 3	
Registration Number:	6198588	21 BLACK	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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>			

CH \$365.00 5535923

Phone: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal St
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 12/16/2020

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of December 16, 2020, by **NEW RSC, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to an Amended and Restated Pledge and Security Agreement, dated as of December 16, 2020 (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 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), 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. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and first-priority security interest (subject to Liens permitted by Section 7.01 of the Credit Agreement) 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 Grantors, 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 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. 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, the 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.

GRANTOR

NEW RSC, LLC

By: 

Name: Michele Pascoe

Title: Chief Financial Officer

[Rue21 – Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA N.A., as Collateral Agent

By: 

Name: Andrew Cerisei

Title: Senior Vice President

[Rue21 -- Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007137 FRAME: 0473

SCHEDULE I

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
New RSC, LLC	CJ RED	87841033 03/20/2018	5535923 08/07/2018
New RSC, LLC	TRUE BY RUE21	87841059 03/20/2018	5582401 08/09/2018
New RSC, LLC	CJ WHITE	87841040 03/20/2018	5729513 04/16/2019
New RSC, LLC	RUEBEAUTY	87744752 01/05/2018	5535392 08/07/2018
New RSC, LLC	FASHION ON THE FLY	88301767 02/14/2019	5850364 09/03/2019
New RSC, LLC	BOTANIC EVERLASTING	88530952 07/23/2019	5982438 02/11/2020
New RSC, LLC	#RUE	88532898 07/24/2019	5982570 02/11/2020
New RSC, LLC	BLUSH BY RUE21	88594938 08/27/2019	5997204 02/25/2020
New RSC, LLC	RUE REWARDS	88564167 08/02/2019	6114930 07/28/2020
New RSC, LLC	CRYSTALLINE MOONSTONE	88648247 10/9/2019	6143516 09/01/2020
New RSC, LLC	RUE21 ICON	88736970 12/23/2019	6160110 09/22/2020
New RSC, LLC	CJ CHROME	88594610 08/27/2019	6176415 10/13/2020
New RSC, LLC	RUE21 3	88736948 12/23/2019	6176657 10/13/2020
New RSC, LLC	21 BLACK	88736911 12/23/2019	6198588 11/17/2020