

04-02-2002

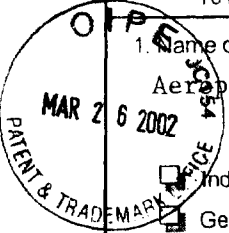


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



3-26-02

1. Name of conveying party(ies): Aeropostale West, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State DE [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Fleet Retail Finance Inc. Internal Address: Street Address: 40 Broad Street City: Boston State: MA Zip: 02109 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State DE [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: February 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki Internal Address: Street Address: 2001 Jefferson Davis, Hwy., Suite 505 City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 13 7. Total fee (37 CFR 3.41) \$ 340.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Christopher E. Kondracki Name of Person Signing [Signature] Signature 3/26/02 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 OF 02 FC:482 300.00 OF



**Continuation of 4A and 4B
Trademark/Service Mark Registrations**

Mark	Status	App / Reg No.	App / Reg Date
A Aeropostale	Pending	76/344183	November 29, 2001
A	Pending	76/344182	November 29, 2001
aero	Published	75/942762	March 13, 2000
Aero & Design	Published	75/942761	March 30, 2000
Aero-Tec	Published	75/693488	April 29, 1999
Aeropostale	Registered	1525345	February 21, 1989
Aeropostale	Registered	1548372	July 18, 1989
Aeropostale	Registered	1485368	April 19, 1988
Aeropostale	Registered	1487211	May 3, 1988
Aeropostale Compagnie Generale Faisant L'Impossible! Service Quotidien Pour L'Espagne, Le & _Algerie	Registered	1441289	June 2, 1987
Aeropostale & Design	Registered	1354292	August 22, 1991
Chelsea Cambell	Registered	2334920	March 28, 2000
Chelsea Cambell	Registered	2201926	November 3, 1998

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

Fleet Retail Finance Inc.
AGENT

February 1
January __, 2002

THIS AGREEMENT is made between

Fleet Retail Finance Inc. (in such capacity, the "**Agent**"), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as agent for a syndicate of Lenders (the "**Lenders**")

and

Aeropostale West, Inc. (hereinafter, the "**AWI**"), a Delaware corporation with its principal executive offices at 35 Continental Drive, Wayne New Jersey 07470

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** The Agent and Aeropostale, Inc. (f/k/a MSS Delaware, Inc.) (the "**Borrower**") have entered in a certain Loan and Security Agreement dated as of July 31, 1998 (as such agreement has been modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been established in favor of the Borrower. AWI, a wholly owned subsidiary of the Borrower, has executed and delivered to the Agent and the Lenders its Guaranty of even date pursuant to which AWI has guaranteed the obligations and liabilities of the Borrower (as defined therein, the "**Liabilities**") to the Agent and the Lenders. As security for the Liabilities, AWI has also, among other things, executed and delivered to the Agent, for the ratable benefit of the Lenders, that certain Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Security Agreement**") pursuant to which the Agent and the Lenders have been granted a first priority lien on the assets of AWI, including all Marks. (Terms used herein which are defined in the Security Agreement are used as so defined).

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, AWI hereby creates a security interest in favor of the Agent (for the ratable benefit of the Agent and the Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence, and during the continuance,

of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**");

(a) All of AWI's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of AWI's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY AWI:** AWI shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**");

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At AWI's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At AWI's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Marks, including, without limitation, but subject to AWI's discretion, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, AWI may abandon such Marks as AWI, in its reasonable business judgment, determines are not necessary to the conduct of AWI's business in the ordinary course.

4. **AWI'S REPRESENTATIONS AND WARRANTIES:** AWI represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by AWI.

(b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Agent and other Permitted Encumbrances.

(c) AWI shall give the Agent written notice (with reasonable detail) within fifteen (15) days after the end of each month of the occurrence of any of the following:

(i) AWI's filing applications for registration of any new trademarks, or service marks, or otherwise acquires ownership of or obtains rights to, any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than AWI's right to sell products containing the trademarks of others in the ordinary course of AWI's business).

(ii) AWI's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than AWI's right to sell products containing the trademarks of others in the ordinary course of AWI's business).

5 AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

(b) AWI hereby authorizes the Agent to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. AWI'S RIGHTS TO ENFORCE MARKS: Prior the Agent's giving of notice to AWI following the occurrence, and during the continuance, of an Event of Default, AWI shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by AWI to protect the Marks against encroachment by third parties, *provided, however*:

(a) Any money damages awarded or received by AWI on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(b) Following the occurrence, and during the continuance, of any Event of Default, the Agent, by notice to AWI may be terminate or limit AWI's rights under this Section 6.

AWI shall provide the Agent with written notice of AWI's commencement of any action for enforcement of any Mark.

7. AGENT'S ACTIONS TO PROTECT MARKS: In the event of

(a) AWI's failure, within Five (5) days of written notice from the Agent, to cure any failure by AWI to perform any of AWI's obligations set forth in Section 3; and/or

(b) the occurrence, and during the continuance, of any Event of Default, the Agent, acting in its own name or in that of AWI, may (but shall not be required to) act in AWI's place and stead and/or in the Agents' own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence, and during the continuance, of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

(a) AWI hereby irrevocably constitutes and designates the Agent as and for AWI's attorney in fact, effective following the occurrence, and during the continuance, of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 3 and 6.

(ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9 herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to AWI for any act or omission to act except to the extent that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **AGENT'S RIGHTS:**

(a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Lenders' rights and remedies under this Agreement and under the Security Agreement shall be coextensive with AWI's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, except for such rights as the Agent may have following the occurrence, and during the continuance, of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Security Agreement .

All provisions of the Security Agreement shall apply to the Marks. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement , the terms of this Agreement shall control with respect to the TM Collateral and the Security Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, AWI and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

AEROPOSTALE WEST, INC.

FLEET RETAIL FINANCE INC. ,as Agent

By... *[Signature]*
Name... *ALAN C. STEBELS*
Title... *PRESIDENT*

By... *[Signature]*
Name... *Timothy R. Tobin*
Title... *Director*

THE *ST* OF *New Jersey*
COUNTY OF *Passaic*, SS

Then personally appeared before me *Alan C. Siebels* who acknowledged that such person is the duly authorized *President* of Aeropostale West, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this *..1..* day of *Feb*.....

Natalie M. Turpin

, Notary Public
My Commission Expires: *06/21/2005*

THE *St* OF *Massachusetts*
COUNTY OF *Suffolk*

Then personally appeared before me Timothy A. Tobin, who acknowledged that such person is the duly authorized Director of Fleet Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 19 day of March, 2002.

Helen Lemguemare

Notary Public
My Commission Expires: 4/2/04

EXHIBIT A

AWI's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

Mark	Status	App / Reg No.	App / Reg Date
A Aeropostale	Pending	76/344183	November 29, 2001
A	Pending	76/344182	November 29, 2001
aero	Published	75/942762	March 13, 2000
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