

FORM PTO-1594 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Attorney Docket No.: 57818-0016

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

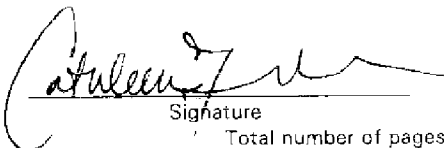
<p>1. Name of conveying party(ies):</p> <p>Forever 21, Inc. (a Delaware corporation) Forever 21 Retail, Inc. (a California corporation) Forever 21 International Holdings, Inc. (a Delaware corporation), and Forever 21 Logistics, LLC (a Delaware limited liability company)</p>	<p>2. Name and address of receiving party(ies):</p> <p>CapitalSource Finance LLC (a Delaware limited liability company)</p> <p>Address: 4445 Willard Avenue, 12th Floor Chevy Chase, MD 20815</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: February 17, 2004</p>	<p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: a Delaware limited liability company</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment)</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): 76/196,458 76/196,459 76/355,328 76/356,399 76/359,488 76/359,489 76/359,538 78/230,216 78/328,871</p>	<p>B. Trademark Registration Nos.: 2,067,637 2,583,457</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Cathleen F. Baraloto Senior Paralegal ATTN.: TMSU Morgan, Lewis & Bockius LLP 1111 Pennsylvania Avenue, NW Washington, D.C. 20004</p> <p>Telephone: 202-739-5399 Facsimile: 202-739-3001 E-mail: cbaraloto@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: 11</p> <p>7. Total fee (37 CFR 3.41) Cal. $\frac{1}{10} \times \\$40.00 = \\$ 40.00$ $\frac{10}{10} \times \\$25.00 = \\$ 250.00$ Total \$ 290.00</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 13-4520</p>

CH \$290.00 134520 76196458

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.

Cathleen F. Baraloto
 Name of Person Signing



April 9, 2004
 Date

Total number of pages including cover sheet, attachments and document: 10

**AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amendment to Patent and Trademark Security Agreement (the "**Agreement**"), dated as of February 17, 2004, is made by and between FOREVER 21, INC., a Delaware corporation; FOREVER 21 RETAIL, INC., a California corporation; FOREVER 21 INTERNATIONAL HOLDINGS, INC., a Delaware corporation; and FOREVER 21 LOGISTICS, LLC, a Delaware limited liability company (collectively, the "**Debtor**"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "**Secured Party**").

A. WHEREAS, the Debtor and the Secured Party are parties to that certain Patent and Trademark Security Agreement dated March 7, 2003 (the "**PTO Security Agreement**"), and the Debtor, the Secured Party and others are parties to that certain Amended and Restated Loan and Security Agreement dated February 17, 2004 (the "**Loan Agreement**").

B. WHEREAS, as part of the Loan Agreement, the Debtor agreed to deliver to the Secured Party amendments to the PTO Security Agreement to ensure that all patents, trademarks and related property that are now owned by the Debtor are covered by such PTO Security Agreement.

ACCORDINGLY, the Debtor and the Secured Party agree that all exhibits to the PTO Security Agreement are hereby deleted in their entirety, and replaced with Exhibits A and B attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

[Signatures appear on next page]

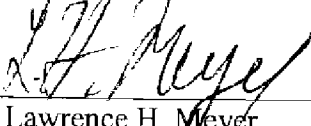
Signature page to Amendment to Patent and Trademark Security Agreement

FOREVER 21, INC.



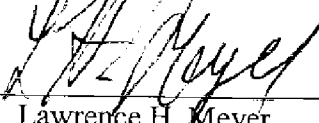
By: Lawrence H. Meyer
Title: Chief Financial Officer

FOREVER 21 RETAIL, INC.



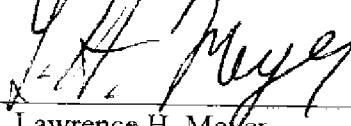
By: Lawrence H. Meyer
Title: Chief Financial Officer

FOREVER 21 LOGISTICS, LLC



By: Lawrence H. Meyer
Title: Chief Financial Officer

FOREVER 21 INTERNATIONAL HOLDINGS,
INC.



By: Lawrence H. Meyer
Title: Chief Financial Officer

CAPITAL SOURCE FINANCE LLC

By: _____
Title: _____

STATE OF CALIFORNIA

)

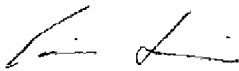
COUNTY OF LOS ANGELES

)

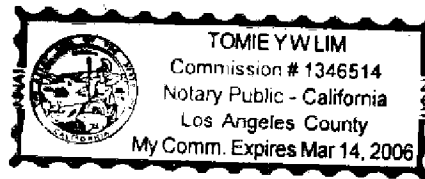
)

On March 3RD, 2004, before me, Tomie YW Lim, Notary Public, personally appeared Lawrence H. Meyer, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



Signature page to Amendment to Patent and Trademark Security Agreement

FOREVER 21, INC.

By: Lawrence H. Meyer
Title: Chief Financial Officer

FOREVER 21 RETAIL, INC.

By: Lawrence H. Meyer
Title: Chief Financial Officer

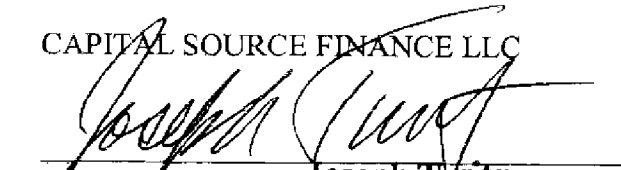
FOREVER 21 LOGISTICS, LLC

By: Lawrence H. Meyer
Title: Chief Financial Officer

FOREVER 21 INTERNATIONAL HOLDINGS,
INC.

By: Lawrence H. Meyer
Title: Chief Financial Officer

CAPITAL SOURCE FINANCE LLC

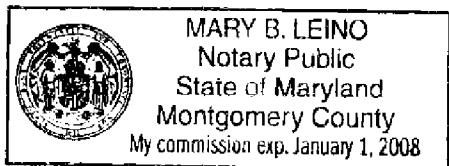


By: **Joseph Turitz**
Title: **General Counsel**

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
) ss.
 COUNTY OF Montgomery)
 On 3/8/04, before me, Mary B Leino,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
 personally appeared Joseph Turitto,
Name of Signer(s)

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary B. Leino
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

DESCRIPTION OF ATTACHED DOCUMENT

- _____
Title(s)
- Partner(s)
 - Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other: _____

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Signer is Representing:
 Name of Person(s) or Entity(ies)

Exhibit A

Registered U.S. Patents						
Serial No.	File Date	Mark	Country	Type	Reg. No.	Reg. Date
29/152,191	12/11/2001	4-Way Hanging Rack	U.S.	DES PAT	D463,679S	10/1/2002
29/152,193	12/11/2001	Double Hanging Rack	U.S.	DES PAT	D466,331S	12/3/2002
29/152,194	12/11/2001	Triple Hanging Rack	U.S.	DES PAT	D470,685S	2/25/2003
29/152,216	12/11/2001	Single Hanging Rack	U.S.	DES PAT	D463,160S	9/24/2002
29/152,288	12/13/2001	2-Tier Table	U.S.	DES PAT	D468,562	1/14/2003
29/153,588	1/9/2002	Chandelier Accessory Fixture	U.S.	DES PAT	D477,106	7/8/2003
29/177,884	3/18/2003	Accessory Display Resin Table	U.S.	DES PAT	485,094	1/13/2004
29/177,885	3/18/2003	Accessory Pole Fixture	U.S.	DES PAT	D482,212	11/18/2003

Pending U.S. Patents						
Serial No.	File Date	Mark	Country	Type	Reg. No.	Reg. Date
10/080,028	2/21/2002	Cortex Eucommiae	U.S.	PAT		
10/080,052	2/21/2002	Asiasari Radix	U.S.	PAT		

Exhibit B**Registered U.S. Trademarks and Service Marks**

Serial No.	File Date	Mark	Country	Type	Class	Reg. No.	Reg. Date
74/646,617	3/14/1995	FOREVER 21	U.S.	TM	42	2067637	6/3/1997
76/085,191	7/7/2000	FOREVER 21	U.S.	TM	25	2583457	6/18/2002

Pending U.S. Trademarks and Service Marks

Serial No.	File Date	Mark	Country	Type	Class	Reg. No.	Reg. Date
76/196,458	1/19/2001	FOREVER XXI	U.S.	TM	42		
76/196,459	1/19/2001	FOREVER XXI	U.S.	TM	25		
76/355,328	1/4/2002	XXI	U.S.	TM	14, 18, 25		
76/356,399	1/8/2002	XXI	U.S.	TM	42		
76/359,488	1/16/2002	XXI (Misc. Design)	U.S.	TM	3, 9, 14		
76/359,489	1/16/2002	XXI FOREVER (Misc. Design)	U.S.	TM	3, 9, 14, 18, 25, 42		
76/359,538	1/16/2002	FASHION 21	U.S.	TM	3, 9, 14, 18, 25, 35		
78/230,216	3/26/2003	FOREVER 21	U.S.	TM	3		
78/328,871	11/17/2003	FOREVER 21	U.S.	TM	35		

Registered Foreign Trademarks and Service Marks

Serial No.	File Date	Mark	Country	Type	Class	Reg. No.	Reg. Date
108,925	7/24/2000	FOREVER 21	Panama	TM	42	108925	10/8/2001
135,860	3/16/2000	FOREVER 21	Israel	TM	35	135860	3/16/2000
415,693	3/15/2000	FOREVER 21	Mexico	TM	42	754171	3/15/2000
839943	6/22/2000	FOREVER 21	Australia	TM	35	839943	6/22/2000
1,657,832	5/16/2000	FOREVER 21	CTM (Austria, Belgium, Netherlands, Luxembourg, Denmark, France, Finland, Germany, Greece, Ireland, Italy, Portugal, Spain, Sweden, UK)	TM	14, 18, 25, 35, 42	1657832	3/10/2003
2,279,196		FOREVER 21	Argentina	TM	35	1,842,287	8/31/2001
89013766	3/16/2000	FOREVER 21	Taiwan	TM	35	143274	6/1/2001
200058103	4/29/2000	FOREVER 21	China	TM	25	1593415	6/28/2001
200058104	4/29/2000	FOREVER 21	China	TM	35	1749731	4/14/2002
2000-05176	3/13/2000	FOREVER 21	Hong Kong	TM	35	B11427 of 2001	3/13/2000
J00.2001.15641-15741	7/20/2001	FOREVER 21	Indonesia	TM	42	511515	7/20/2001
T00/08659G	5/24/2000	FOREVER 21	Singapore	TM	35	T00/08659G	5/24/2000

Pending Foreign Trademarks and Service Marks

Serial No.	File Date	Mark	Country	Type	Class	Reg. No.	Reg. Date
1,050,844	3/13/2000	FOREVER 21	Canada	TM			
1,107,176	6/20/2001	FOREVER XXI	Canada	TM			

822803607	6/14/2000	FOREVER 21	Brazil	TM	42
2001/07963	6/26/2001	FOREVER 21	Malaysia	TM	35
41-2000-12302	4/26/2000	FOREVER 21	S. Korea	TM	35
4-2001-07623	10/10/2001	FOREVER 21	Philippines	TM	14, 18, 25
4-2003-11334	12/10/2003	FOREVER 21	Philippines	TM	42