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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies):
THE WET SEAL, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address: _____

Street Address: 101 BARCLAY STREET

City: NEW YORK State: NEW YORK ZIP: 10286

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 14, 2005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New York banking corporation

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 No

4. Application number(s) or patent number(s): _____

A. Trademark Application No.(s)
see attached schedule

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
see attached schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Akin Gump Strauss Hauer & Feld LLP

Internal Address: _____

Street Address: P.O. Box 688

City: Dallas State: Texas ZIP: 75313-0688

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41) \$1165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
010657

(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.

JOHN M. CONE
Name of Person Signing

[Signature]
Signature

January 18, 2005
Date

Total number of pages including cover sheet, attachments, and document: 25

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

CH \$1165.00 010657 78466450

THE WET SEAL, INC. - TRADEMARKSUNITED STATES - COMPLETE LIST AS OF 1/12/2005

COUNTRY	MARK	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE	GOODS/SERVICES
UNITED STATES	A. AUBREY	76243271 4/18/2001	2648592 11/12/2002	CLASS 25: CLOTHING, NAMELY, HATS, CAPS, VISORS, GLOVES, MITTENS, SCARVES, BELTS, SOCKS, TIGHTS, HOSE, SHOES, BOOTS, SLIPPERS, BLOUSES, SHIRTS, CAMISOLES, VESTS, DICKIES, TOPS, TANK-TOPS, T-SHIRTS, SWEATSHIRTS, PULLOVERS, SWEATERS, BLAZERS, JACKETS, COATS, DRESSES, BODYSUITS, JUMPSUITS, SKIRTS, SHORTS, SHORTS, PANTS, SWEATPANTS, UNDERWEAR, SLEEPWEAR, SWIMWEAR AND RAINWEAR
UNITED STATES	ACCOMPLICE	73753848 9/25/1988	1630908 1/8/2001	CLASS 25: TOPS, SWEATERS, BLOUSES, PANTS, SHORTS, SKIRTS, JEANS, DRESSES AND JUMPSUITS THAT ARE SOLD ONLY IN STORES AFFILIATED WITH THE WET SEAL, INC., OR ITS SUCCESSORS OR ASSIGNS
UNITED STATES	ARDEN B (STYLIZED - NEW LOGO)	76378912 3/6/2002	2795689 12/16/2003	CLASS 35: RETAIL APPAREL STORES FEATURING WOMEN'S CLOTHING, FOOTWEAR, HATS AND CLOTHING ACCESSORIES
UNITED STATES	ARDEN B (STYLIZED - NEW LOGO)	76378913 3/6/2002	2879970 8/31/2004	CLASS 14: JEWELRY, NAMELY, BRACELETS, RINGS, EARRINGS, NECKLACES CLASS 18: HANDBAGS, PURSES, BACKPACKS CLASS 25: WOMEN'S CLOTHING, NAMELY, SHOES, SLIPPERS, TOPS, TANK TOPS, SWEATSHIRTS, SWEATERS, BLOUSES, VESTS, SHIRTS, SHORTS, PANTS, JEANS, SKIRTS, JUMPSUITS, OUTERWEAR, NAMELY,

UNITED STATES	BLUE A DENIM ASPHALT QUALITY COMFORT & DESIGN	74644426 3/10/1995	2166102 6/16/1998	BLAZERS, COATS, JACKETS AND RAIN WEAR, SUITS, CAMISOLES, UNDERWEAR, HOSIERY, SCARVES, HATS, SWIMWEAR CLASS 25: APPAREL MADE IN WHOLE OR SIGNIFICANT PART OF DENIM, NAMELY, SHIRTS, T-SHIRTS, SWEATERS, SHORTS, PANTS, SKIRTS, JEANS, TOPS, AND DRESSES CLASS 35: MAIL ORDER CATALOG SERVICES FEATURING JEWELRY, CLOTHING AND ACCESSORIES; ON-LINE RETAIL STORE SERVICES FEATURING JEWELRY, CLOTHING, FOOTWEAR, HATS, COSMETICS, AND ACCESSORIES
UNITED STATES	BLUE ASPHALT	75624688 1/20/1999	2409369 11/28/2000	CLASS 25: SHIRTS, T-SHIRTS, SWEATERS, SHORTS, PANTS, SKIRTS, JEANS, TOPS, AND DRESSES
UNITED STATES	BLUE ASPHALT	74634185 2/14/1995	2171518 7/7/1998	CLASS 18: LEATHER AND IMITATION LEATHER GOODS, NAMELY, HAND BAGS, PURSES, AND BACKPACKS CLASS 25: LEATHER AND IMITATION LEATHER GOODS, NAMELY, GLOVES AND BELTS; CLOTHING, NAMELY, BOOTS, SHOES, SLIPPERS, HATS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SWEATERS, SHIRTS, SHORTS, PANTS, SKIRTS AND DRESSES, JUMPSUITS, OUTERWEAR, NAMELY, BLAZERS, COATS, JACKETS, RAINWEAR, SUITS, CAMISOLES, LINGERIE, SLEEPWEAR, UNDERWEAR, PANTYHOSE, HOSIERY, SOCKS, SCARVES, SWIMWEAR AND FOOTWEAR
UNITED STATES	BLUE ASPHALT	75202554 11/21/1996	2417800 1/2/2001	CLASS 25: WOMEN'S APPAREL, NAMELY, DRESSES, SKIRTS, JUMPSUITS, PANTS, SHORTS, BLOUSES, TOPS, VESTS, SWEATERS, BLAZERS, SWIMSUITS, CAMISOLES, NIGHTGOWNS, PAJAMAS, ROBES, PANTIES, HOSIERY, GLOVES, SCARVES, HATS AND BELTS SOLD

THROUGH REGISTRANT'S RETAIL STORES CLASS 42: RETAIL STORE SERVICES SPECIALIZING IN THE SALE OF WOMEN'S APPAREL (EXCLUDING FOOTWEAR) AND ACCESSORIES					
CLASS 42: RETAIL STORE SERVICES SPECIALIZING IN THE SALE OF WOMEN'S APPAREL AND ACCESSORIES	1904807 7/11/1995	74536606 6/13/1994	CONTEMPO CASUALS & DESIGN	UNITED STATES	
CLASS 42: RETAIL STORE SERVICES SPECIALIZING IN WOMEN'S APPAREL AND ACCESSORIES	1850750 8/23/1994	74400801 6/11/1993	CONTEMPO CASUALS & DESIGN	UNITED STATES	
CLASS 25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, NAMELY, BOOTS, SHOES, SLIPPERS, TOPS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SHIRTS, SHORTS, PANTS, SKIRTS, JUMPSUITS, OUTERWEAR, NAMELY, BLAZERS, COATS, JACKETS, AND RAIN WEAR, SUITS, CAMISOLES, UNDERWEAR, HOSIERY, SCARVES, SWIMWEAR	2645999 11/5/2002	76394539 11/21/1997	EN EVOLUTION NOT REVOLUTION	UNITED STATES	
CLASS 26: HAIR ORNAMENTS, NAMELY, CLIPS, HOLDERS AND STICKS	2151261 4/14/1998	75072869 03/14/1996	EVOLUTION, NOT REVOLUTION	UNITED STATES	
CLASS 14: JEWELRY, NAMELY, BRACELETS, RINGS, WATCHES, EARRINGS AND NECKLACES	2151262 4/14/1998	75072948 3/14/1996	EVOLUTION, NOT REVOLUTION	UNITED STATES	
CLASS 18: HANDBAGS, PURSES, AND BACKPACKS	2151259 4/14/1998	75072786 3/14/1996	EVOLUTION, NOT REVOLUTION	UNITED STATES	
CLASS 25: WOMEN'S SHOES AND CLOTHING, NAMELY, TOPS, BOTTOMS, SWEATERS, DRESSES, COATS, JACKETS, HOSIERY, SOCKS, LINGERIE, SLEEPWEAR, HATS, AND BELTS	2151260 4/14/1998	75072815 3/14/1996	EVOLUTION, NOT REVOLUTION	UNITED STATES	
CLASS 25: MEN AND CHILDREN'S SHOES AND CLOTHING, NAMELY, SHIRTS, TOPS, BOTTOMS, PANTS, SWEATERS, DRESSES, COATS, JACKETS, HOSIERY, UNDERWEAR,	2492894 9/25/2001	75340874 4/8/1997	EVOLUTION, NOT REVOLUTION	UNITED STATES	

UNITED STATES	EVOLUTION, NOT REVOLUTION	75202553 11/21/1996	2246439 5/18/1999	<p>SOCKS, SLEEPWEAR, HATS, AND BELTS</p> <p>CLASS 25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, NAMELY, GLOVES, BELTS, BOOTS, SHOES, SLIPPERS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SHIRTS, SHORTS, PANTS, SKIRTS, JUMPSUITS, BLAZERS, COATS, JACKETS, RAINWEAR, SUITS, CAMISOLES, UNDERWEAR, PANTYHOSE, SCARVES, SWIMWEAR AND FOOTWEAR</p>
UNITED STATES	FORMULA X (STYLIZED)	75980520 11/21/1996	2464692 6/26/2001	<p>CLASS 3: COSMETICS, NAMELY, EYE MAKEUP, EYE PENCIL, EYE SHADOW, EYE LINER, MASCARA, FACIAL MAKEUP, FOUNDATION AND FACIAL POWDER, LIP STICK, LIP LINER, LIP GLOSS, PERFUME, EAU DE TOILETTE, COLOGNE; ESSENTIAL OILS, FOR PERSONAL USE; HAIR CARE PRODUCTS, NAMELY, SHAMPOO, CONDITIONER, GEL AND HAIR SPRAY; SKIN CARE PRODUCTS, NAMELY, FACE, HAND AND BODY LOTIONS AND MOISTURIZERS, EYE CREAM, SKIN EXFOLIATING CREAMS AND FACIAL MASKS; NAIL CARE PRODUCTS, NAMELY, NAIL POLISH</p> <p>CLASS 25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, NAMELY, GLOVES, BELTS, BOOTS, SHOES, SLIPPERS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SHIRTS, SHORTS, PANTS, SKIRTS, JUMP SUITS, BLAZERS, COATS, JACKETS, RAINWEAR, SUITS, CAMISOLES, UNDERWEAR, PANTYHOSE, SCARVES, SWIM WEAR AND FOOTWEAR</p>
UNITED STATES	HUG ME	78466450 8/12/2004		<p>CLASS 25: CLOTHING, NAMELY, TIGHTS, HOSIERY, PANTYHOSE, SLIPPERS, CAMISOLES, TANK TOPS, T-SHIRTS, SWEATSHIRTS, SWEATPANTS, UNDERWEAR, BRAS, PANTIES, SLIPS, TEDDIES, NIGHTGOWNS, PAJAMAS, SLEEP</p>

SHIRTS, LOUNGEWEAR, BATHROBES, LINGERIE				
CLASS 9: OPTICAL GOODS, NAMELY, SUNGLASSES CLASS 25: BELTS, BOOTS, SHOES, SLIPPERS, HATS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SWEATERS, SHIRTS, SHORTS, PANTS, SKIRTS, DRESSES, JUMPSUITS, BLAZERS, COATS, JACKETS, RAINWEAR, SUITS, CAMISOLES, LINGERIE, SLEEPWEAR, UNDERWEAR, PANTYHOSE, HOSIERY, SOCKS, SCARVES, SWIMWEAR AND FOOTWEAR	2306363 1/4/2000	7520255 11/21/1996	LIMBO LOUNGE	UNITED STATES
CLASS 35: RETAIL STORE SERVICES IN THE FIELD OF MEN'S WOMEN'S AND CHILDREN'S CLOTHING AND ACCESSORIES, NAMELY, EYEWEAR, JEWELRY, HANDBAGS, PURSES AND BACK PACKS AND HAIR ORNAMENTS CLASS 41: ENTERTAINMENT SERVICES, NAMELY, LIVE MUSICAL PERFORMANCES, DISC JOCKEY MUSICAL PERFORMANCES, TAROT AND POETRY READINGS, HOLDING COSTUME CONTESTS	2346141 4/25/2000	75978940 11/13/1996	LIMBO LOUNGE	UNITED STATES
CLASS 25: CLOTHING, NAMELY, GLOVES, BELTS, BOOTS, SHOES, SLIPPERS, HATS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SWEATERS, SHIRTS, SHORTS, PANTS, SKIRTS, DRESSES, JUMPSUITS, OUTERWEAR, NAMELY, BLAZERS, COATS, JACKETS, RAIN WEAR, SUITS, CAMISOLES, LINGERIE, SLEEPWEAR, UNDERWEAR, PANTYHOSE, HOSIERY, SOCKS, SCARVES, SWIMWEAR AND FOOTWEAR	2235108 3/23/1999	75283456 4/27/1997	MEOW GENES	UNITED STATES
CLASS 25: CLOTHING, NAMELY, UNDERGARMENTS, BRAS, HOT PANTS, SLIPS, CAMISOLES AND PANTIES SOLD SOLELY THROUGH APPLICANTS RETAIL	2289755 11/2/1999	75218297 12/24/1996	PANTIES FOR LIFE	UNITED STATES

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CLOTHING AND ACCESSORIES STORES		76338469 11/14/2001	SEAL	<p>CLASS 3: COSMETICS, MASCARA, EYE LINERS, EYE BROW PENCILS, EYE SHADOW, ARTIFICIAL EYELASHES, FACE POWDER, DUSTING POWDER, POWDER COMPACTS CONTAINING MAKE-UP, ROUGE, LIQUID ROUGE, FOUNDATION, CONCEALER, LIPSTICK, LIP LINER, LIP GLOSS AND MAKEUP REMOVER; NAIL POLISH, NAIL POLISH REMOVER, CUTICLE SOFTENER AND CUTICLE CREAM; COLOGNES, PERFUMES AND TOILET WATERS; TOOTHPASTE, MOUTHWASH AND TOOTH GEL; SUN SCREEN, SUN BLOCK AND SUN TANNING PREPARATIONS; ANTIPERSPIRANTS, DEODORANTS; AFTERSHAVE LOTIONS, SHAVING LOTIONS AND CREAM, SHAVING FOAM, AFTER-SHAVE BALM, ASTRINGENTS, SKIN TONER AND SKIN TONIC, BODY, HAND AND FACE LOTIONS AND CREAMS; SKIN CLEANSERS, SOAPS, BUBBLE BATH, TOILET SOAP; BATH AND SHOWER GELS, BATH OILS, BATH SALTS, BATH CRYSTALS, BODY POWDERS AND TALC, BODY SPRAY AND ESSENTIAL OILS FOR PERSONAL USE</p> <p>CLASS 18: HANDBAGS, PURSES, BACKPACKS, BRIEFCASES, COSMETIC BAGS AND TOILETRY CASES SOLD EMPTY, VANITY CASES SOLD EMPTY, WALLETS AND CHANGE PURSES</p> <p>CLASS 21: COSMETIC ACCESSORIES, NAMELY, COSMETIC BRUSHES, FACIAL SPONGES FOR APPLYING MAKE-UP AND</p>
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UNITED STATES	SEAL	78107987 2/11/2002		<p>APPLICATORS FOR APPLYING MAKE-UP; HAIR BRUSHES</p> <p>CLASS 9: EYEWEAR, NAMELY, EYEGLASSES AND SUNGLASSES; EYEGLOSS AND SUNGLASS HOLDERS</p> <p>CLASS 26: HAIR ORNAMENTS, NAMELY, CLIPS, RIBBONS, HOLDERS, BOWS, SCRUNCHIES, STICKS, PINS, BARRETTES, HAIRCLIPS IN THE NATURE OF CLAWS AND TWISTERS, HEAD BANDS; IRON ON PATCHES; BUCKLES FOR CLOTHING</p> <p>CLASS 35: ONLINE RETAIL STORE SERVICES FEATURING CLOTHING, COSMETICS, BAGS, EYEWEAR, HAIR ORNAMENTS, AND RELATED ACCESSORIES; RETAIL CLOTHING STORES</p>
UNITED STATES	SEAL	78108012 2/11/2002		<p>CLASS 25: CLOTHING, NAMELY, HATS, CAPS, VISORS, GLOVES, MITTENS, SCARVES, BELTS, TIES, SOCKS, TIGHTS, HOSIERY, STOCKINGS, SHOES, BOOTS, SLIPPERS, BLOUSES, SHIRTS, CAMISOLES, VESTS, DICKIES, TOPS, TANK-TOPS, T-SHIRTS, SWEATSHIRTS, PULLOVERS, SWEATERS, BLAZERS, JACKETS, COATS, DRESSES, BODYSUITS, JUMPSUITS, SKIRTS, SKORTS, SHORTS, PANTS, SWEATPANTS, UNDERWEAR, BRAS, PANTIES, SLIPS, TEDDIES, NIGHTGOWNS, PAJAMAS, SLEEP SHIRTS, BATHROBES, LINGERIE, BEACH COVER-UPS, SWIMWEAR, RAINWEAR</p> <p>CLASS 3: COSMETICS, MASCARA, EYE LINERS, EYE BROW PENCILS, EYE SHADOW, ARTIFICIAL EYELASHES, FACE POWDER, DUSTING POWDER, POWDER COMPACTS CONTAINING MAKE UP, ROUGE, LIQUID ROUGE, FOUNDATION, CONCEALER, LIPSTICK, LIP LINER, LIP GLOSS AND</p>
UNITED STATES	SEAL GLAMOUR	78114040 3/11/2002		

MAKEUP REMOVER; NAIL POLISH, NAIL POLISH REMOVER, CUTICLE SOFTENER AND CUTICLE CREAM; ROOM FRAGRANCES, COLOGNES, PERFUMES AND TOILET WATERS; HAIR SHAMPOO, HAIR CONDITIONERS, HAIR LOTIONS, HAIR COLORINGS, HAIR FRAGRANCES, COLOR RINSES, HAIR BLEACHES, HAIR COLOR DEVELOPERS, HAIR COLOR INTENSIFIERS, HAIR SPRAY, HAIR GEL AND HAIR MOUSSE; TOOTHPASTE, MOUTHWASH; SUN SCREEN, SUN BLOCK AND SUNTANNING PREPARATIONS; ANTIPERSPIRANTS, DEODORANTS; AFTERSHAVE LOTIONS, SHAVING LOTIONS AND CREAM, SHAVING FOAM, AFTERSHAVE BALM, ASTRINGENTS, AND SKIN TONIC; BODY, HAND AND FACE LOTIONS AND CREAMS; SKIN CLEANSERS, SOAPS, BUBBLE BATH, TOILET SOAP, BATH AND SHOWER GELS, BATH OILS, BATH SALTS, BATH CRYSTALS, BODY POWDERS AND TALC, BODY SPRAY AND ESSENTIAL OILS FOR PERSONAL USE

CLASS 21: COSMETIC ACCESSORIES, NAMELY, COSMETIC BRUSHES, FACIAL SPONGES FOR APPLYING MAKE-UP AND APPLICATORS STICKS FOR APPLYING MAKE-UP; HAIR BRUSHES

CLASS 25: CLOTHING, NAMELY, HATS, CAPS, VISORS, GLOVES, MITTENS, SCARVES, BELTS, TIES, SOCKS, TIGHTS, HOSE, STOCKINGS, SHOES, BOOTS, SLIPPERS, BLOUSES, SHIRTS, CAMISOLES, VESTS, DICKIES, TOPS, TANK-TOPS, T-SHIRTS, SWEATSHIRTS, PULLOVERS, SWEATERS, BLAZERS, JACKETS, COATS, DRESSES, BODYSUITS, JUMPSUITS, SKIRTS, SKORTS, SHORTS, PANTS, SWEATPANTS, UNDERWEAR, BRAS, PANTIES, SLIPS, CAMISOLES, TEDDIES, NIGHTGOWNS,

<p>PAJAMAS, SLEEP SHIRTS, BATHROBES, LINGERIE, BEACH COVER-UPS, SWIMWEAR, RAINWEAR</p>				
<p>CLASS 16: MAGAZINES IN THE FIELD OF FASHION, CLOTHING, BEAUTY, SPORTS, MUSIC, ART, ENTERTAINMENT AND VARIETY CLASS 41: COMPUTER SERVICES, NAMELY PROVIDING ON-LINE MAGAZINES AND NEWSLETTERS IN THE FIELD OF FASHION, CLOTHING, BEAUTY, SPORTS, MUSIC, ART, ENTERTAINMENT AND VARIETY</p>	<p>78108060 2/11/2002</p>	<p>SEAL MAGAZINE</p>		<p>UNITED STATES</p>
<p>CLASS 25: CLOTHING, NAMELY, HATS, CAPS, VISORS, GLOVES, MITTENS, SCARVES, BELTS, SOCKS, TIGHTS, HOSIERY, SHOES, BOOTS, SLIPPERS, BLOUSES, SHIRTS, CAMISOLES, VESTS, DICKIES, TOPS, TANK-TOPS, T-SHIRTS, SWEATSHIRTS, PULLOVERS, SWEATERS, BLAZERS, JACKETS, COATS, DRESSES, BODYSUITS, JUMPSUITS, SKIRTS, SHORTS, SHORTS, PANTS, SWEATPANTS, UNDERWEAR, SLEEPWEAR, SWIMWEAR AND RAINWEAR</p>	<p>76272525 6/13/2001</p>	<p>SEAL PUPS</p>		<p>UNITED STATES</p>
<p>CLASS 35: INCENTIVE AWARD PROGRAMS, NAMELY, THE DISTRIBUTION OF POINTS TO BE USED TOWARD THE PURCHASE OF MERCHANDISE IN THE FIELD OF FASHION</p>	<p>76614878 10/7/2004</p>	<p>SEAL STASH</p>		<p>UNITED STATES</p>
<p>CLASS 38: TELEVISION AND VIDEO BROADCASTING SERVICES; TELEVISION AND VIDEO BROADCASTING OF PROGRAMS IN THE FIELDS OF FASHION, SPORTS, ART, BEAUTY AND MUSIC CLASS 41: ENTERTAINMENT, NAMELY SHOWS FEATURING FASHION, SPORTS, ART, BEAUTY, MUSIC, VARIETY AND MOVIES, DISTRIBUTED OVER TELEVISION, SATELLITE, AUDIO, AND VIDEO MEDIA; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A WEB SITE FEATURING</p>	<p>78108021 2/11/2002</p>	<p>SEAL TV</p>		<p>UNITED STATES</p>

<p>MUSICAL PERFORMANCES, INTERVIEWS AND VIDEOS, SPORTS VIDEOS, INTERVIEWS AND PERFORMANCES, RELATED FILM CLIPS, PHOTOGRAPHS, AND INFORMATION IN THE FIELDS OF SPORTS, MUSIC, VARIETY SHOWS AND MOVIES; ENTERTAINMENT IN THE NATURE OF VISUAL AND AUDIO PERFORMANCES, AND MUSICAL, VARIETY, NEWS AND COMEDY SHOWS</p>				
<p>CLASS 25: CLOTHING, NAMELY, SHORT STOCKINGS SOLD SOLELY THROUGH APPLICANT'S RETAIL CLOTHING AND ACCESSORIES STORES</p>	<p>2288374 10/26/1999</p>	<p>75218307 12/24/1996</p>	<p>SOCKS FOR LIFE</p>	<p>UNITED STATES</p>
<p>CLASS 42: PROVIDING VOLUNTEER OPPORTUNITIES RELATING TO FASHION ADVICE, BUYING HABITS, AND OTHER FASHION INFORMATION IN THE FIELD OF FASHION</p>		<p>78472864 8/24/2004</p>	<p>STYLIZER</p>	<p>UNITED STATES</p>
<p>CLASS 25: CLOTHING, NAMELY, HATS, CAPS, VISORS, BLOUSES, SHIRTS, CAMISOLE, TOPS, TANK-TOPS, T-SHIRTS, SWEATSHIRTS, PULLOVERS, SWEATERS, BLAZERS, JACKETS, COATS, DRESSES, SKIRTS, JEANS, CAPRIS, SHORTS, PANTS AND SWEATPANTS</p>		<p>78470924 8/20/2004</p>	<p>STYLIZER</p>	<p>UNITES STATES</p>
<p>CLASS 25: CLOTHING, NAMELY, STOCKINGS, THIGH HIGH STOCKINGS, TIGHTS, LEGGINGS, AND HOSIERY SOLD SOLELY THROUGH APPLICANT'S RETAIL CLOTHING AND ACCESSORIES STORES</p>	<p>2289754 11/21/1999</p>	<p>75218293 12/24/1996</p>	<p>TIGHTS FOR LIFE</p>	<p>UNITED STATES</p>
<p>CLASS 25: LEATHER AND IMITATION LEATHER GOODS, NAMELY, GLOVES AND BELTS; CLOTHING, NAMELY, BOOTS, SLIPPERS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SHIRTS, SHORTS, PANTS, SKIRTS, JUMPSUITS, OUTERWEAR, NAMELY, BLAZERS, RAINWEAR, SUITS, CAMISOLES, UNDERWEAR, PANTYHOSE, SCARVES,</p>	<p>2289221 10/26/1999</p>	<p>75202551 11/21/1996</p>	<p>UNCIVELIZED</p>	<p>UNITED STATES</p>

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					SWIMWEAR, AND FOOTWEAR
UNITED STATES	URBAN VIBE	75072787 3/14/1996	2159385 5/19/1998		CLASS 14: JEWELRY, NAMELY BRACELETS, RINGS, WATCHES, EARRINGS AND NECKLACES CLASS 26: HAIR ORNAMENTS, NAMELY, CLIPS, HOLDERS AND STICKS
UNITED STATES	URBAN VIBE	75072871 3/14/1996	2157341 5/12/1998		CLASS 25: LEATHER AND IMITATION LEATHER GOODS, NAMELY, GLOVES AND BELTS; CLOTHING, NAMELY, BOOTS, SHOES, SLIPPERS, TANK TOPS, SWEATSHIRTS, BLOUSES, VESTS, SHIRTS, SHORTS, PANTS, SKIRTS, JUMPSUITS, OUTERWEAR, NAMELY, BLAZERS, RAIN WEAR, SUITS, CAMISOLES, UNDERWEAR, PANTYHOSE, SCARVES, SWIMWEAR AND FOOTWEAR
UNITED STATES	URBAN VIBE	75202550 11/21/2996	2482608 8/28/2001		CLASS 18: HANDBAGS, PURSES, AND BACKPACKS
UNITED STATES	URBAN VIBE	75072870 3/14/1996	2159386 5/19/1998		CLASS 25: WOMEN'S SHOES AND CLOTHING, NAMELY, TOPS, BOTTOMS, SWEATERS, DRESSES, COATS, JACKETS, HOSIERY, SOCKS, LINGERIE, SLEEPWEAR, HATS, AND BELTS
UNITED STATES	URBAN VIBE	75072790 3/14/1996	2217566 1/12/1999		CLASS 14: JEWELRY, NAMELY, BRACELETS, RINGS, WATCHES, EARRINGS AND NECKLACES CLASS 18: HANDBAGS, PURSES, BACKPACKS CLASS 26: HAIR ORNAMENTS, NAMELY, BARRETTES, CLIPS, HOLDERS AND STICKS
UNITED STATES	URBAN VIBE	76593479 5/21/2004			CLASS 16: CATALOGS IN THE FIELD OF MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, FOOTWEAR, HATS AND ACCESSORIES CLASS 35: MAIL ORDER SERVICES AND
UNITED STATES	WET SEAL	75365487 9/30/1997	2241292 4/20/1999		

<p>COMPUTER ON-LINE ORDERING SERVICES IN THE FIELD OF MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, FOOTWEAR, HATS AND ACCESSORIES</p>	<p>CLASS 25: CLOTHING FOR WOMEN, NAMELY, PANTS, BLOUSES, SWEATERS, SHIRTS, SHORTS, SKIRTS, DRESSES, SUITS, JACKETS, SWIMWEAR, COATS, BELTS, SCARVES, UNDERWEAR, PANTYHOSE CLASS 42: RETAIL STORE SERVICES FOR SALE OF WOMEN'S CLOTHING AND ACCESSORIES</p>	<p>CLASS 6: METAL KEY CHAINS, METAL JEWELRY BOXES CLASS 9: METAL SUNGLASSES, PLASTIC SUNGLASSES, SUNGLASS CASES, REFRIGERATOR MAGNETS CLASS 14: CHILDREN'S WATCHES, SPORTS WATCHES, WALL CLOCKS AND JEWELRY--SPECIFICALLY, METAL EARRINGS, PRECIOUS METAL EARRINGS, PLASTIC EARRINGS, METAL BRACELETS, PRECIOUS METAL BRACELETS, PLASTIC BRACELETS, METAL NECKLACES, PRECIOUS METAL NECKLACES, PLASTIC NECKLACES, METAL RINGS, PRECIOUS METAL RINGS, PLASTIC RINGS CLASS 16: PERSONAL ORGANIZERS, CHILDREN'S BOOKS, STICKERS CLASS 18: LEATHER WALLETS, LEATHER COIN PURSES, LEATHER PURSES, BACK PACKS AND TOTE BAGS CLASS 20: PICTURE FRAMES, PLASTIC KEY CHAINS, NON-METAL JEWELRY BOXES, PILLOWS CLASS 25: T-SHIRTS, TANK TOPS, LEGGINGS, WOVEN PANTS, JEANS, POLO</p>	<p>1508250 10/11/1988</p>	<p>73672190 7/15/1987</p>	<p>2322373 2/22/2000</p>	<p>75468961 4/16/1998</p>	<p>WET SEAL</p>	<p>ZUTOPIA</p>	<p>UNITED STATES</p>	<p>UNITED STATES</p>
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<p>SHIRTS, BLOUSES, SHIRTS, SWEATERS, SWEAT SHIRTS, SWEAT PANTS, SKIRTS, SHORTS, OVERALLS, JUMPERS, DRESSES, RAINCOATS, JACKETS, UNDERWEAR, UNDERSHIRTS, BOXER SHORTS, LONG UNDERWEAR, ROBES, ATHLETIC SHOES, LEATHER SHOES, DRESS SHOES, CASUAL SHOES, BOOTS, LINGERIE, CAPS, KNIT HATS, WOVEN HATS, STRAW HATS, LEATHER BELTS, CLOTH BELTS, SOCKS, TIGHTS, PANTIES</p> <p>CLASS 26: HAIR CLAWS, BARRETTES, HAIR BANDS, CLOTH PATCHES FOR CLOTHING AND ORNAMENTAL CLOTH PATCHES FOR CLOTHING</p> <p>CLASS 28: BATH TOYS, PLUSH TOYS, STUFFED TOYS, INFLATABLE TOY CHAIRS</p> <p>CLASS 35: RETAIL STORE SERVICES, FEATURING COSMETICS AND TOILETRIES, JEWELRY AND RELATED ACCESSORIES, GLASSES AND SUNGLASSES, WATCHES AND CLOCKS, ORGANIZERS, BOOKS, STATIONERY, WALLETS, HANDBAGS, AND LUGGAGE, PICTURE FRAMES, BATH ACCESSORIES, BEDDING, CLOTHING AND ACCESSORIES, BEAUTY ACCESSORIES, AND TOYS</p>	

EXECUTION COPY**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of January 14, 2005 by and between The Wet Seal, Inc., a Delaware corporation with its principal executive offices at 26972 Burbank, Foothill Ranch, California 92610 (the "Grantor"), and The Bank of New York, a New York banking corporation, as collateral agent (in such capacity, together with its successors and assigns, if any, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to: (a) the Indenture dated as of January 14, 2005 (as amended, modified, supplemented or restated hereafter, the "Indenture") between the Grantor and The Bank of New York, as Trustee and Collateral Agent; and (b) the Security Agreement dated as of January 14, 2005 (as amended, modified, supplemented or restated hereafter, the "Security Agreement") by and among the Grantor, The Wet Seal Retail, Inc., a Delaware corporation ("Wet Seal Retail"), Wet Seal Catalog, Inc., a Delaware corporation ("Wet Seal Catalog") and Wet Seal GC, Inc., a Virginia corporation ("Wet Seal GC"), and together with the Grantor, Wet Seal Retail and Wet Seal Catalog, the "Security Grantors", and the Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Indenture or the Security Agreement (as applicable).

The Grantor and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their respective successors or permitted assigns), hereby agree as follows:

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings:

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

"Material Adverse Effect" shall mean a material adverse effect on (a) the business, operations, property, assets, or condition, financial or otherwise, of the Grantor and its Subsidiaries taken as a whole, (b) the ability of the Grantor or the Security Grantors to perform any material obligation or to pay any Obligations under this Agreement or any of the other Transaction Documents, or (c) the validity or enforceability of this Agreement or any of the other Transaction Documents or any of the material rights or remedies of the Collateral Agent or the Secured Parties hereunder or thereunder. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect.

"Patents" shall mean all letters patent and applications for letters patent of Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all

products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) 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.

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

(h) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantor's sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the

Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, Grantor shall not have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4. Grantor's Representations and Warranties. The Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantor as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agent.

(f) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does Grantor know of any valid basis for any such claim, except as otherwise set forth in the Indenture. The Grantor considers that the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

(g) The Grantor shall give the Holders written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any new registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iii) The Grantor's entering into any new Licenses with respect to the Intellectual Property.

(iv) The Grantor's knowing or having reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as shall be necessary, including any that the Collateral Agent may reasonably request, to evidence the Collateral Agent's perfected security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, that the Collateral Agent shall have no obligation to take any such action and the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the Collateral Agent's giving of notice to the Grantor following the occurrence and during the continuance of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money

damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however:*

(a) The Grantor first provides the Collateral Agent with written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

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

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of:

(a) the Grantor's failure, within twenty (20) days of written notice from the Collateral Agent, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

then, in each such event, the Collateral Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may, subject to the Senior Subordination Agreement and Bridge Subordination Agreement, exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney In Fact.

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

(i) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral 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 Intellectual Property.

(b) The 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 Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral 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 Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard), which determination includes a specific finding that the subject act or omission to act had been grossly negligent or with willful misconduct.

SECTION 10. Collateral Agent's Rights

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

(b) None of this Agreement, the Indenture, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

(c) The rights, privileges, benefits, immunities and indemnities provided in Article VI of the Indenture are hereby incorporated by reference, mutatis mutandis.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP 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 IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Choice of Laws; Jurisdiction; Consent to Service of Process. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. The Grantor hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under the Indennure and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

SECTION 13. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY IN WHICH ANY PARTY HERETO IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST ANY PARTY HERETO OR IN WHICH ANY PARTY HERETO, IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 13.

SECTION 14. Amendments; Waivers.

(a) The rights, remedies, powers, privileges, and discretions of the Collateral Agent and each Holder hereunder and under Applicable Law (herein, the "Collateral Agent's Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which such party would otherwise have. No delay or omission by the Collateral Agent or any Holder in exercising or enforcing any of the Collateral Agent's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Collateral Agent or any Holder of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Collateral Agent's Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between the Collateral Agent or any Holder and any Person, at any time, shall preclude the other or further exercise of the Collateral Agent's Rights and Remedies. No waiver by the Collateral Agent or any Holder of any of the Collateral Agent's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. The Collateral Agent's Rights and Remedies may be exercised

at such time or times and in such order of preference as the Collateral Agent or any Holder may determine. The Collateral Agent's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Obligations. No waiver of any provisions of this Agreement or any other Transaction Document or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Collateral Agent and the Grantor, subject to any consent required in accordance with Section 9.02 or 9.07, as applicable, of the Indenture.


SECTION 15. Subordination Arrangements. Notwithstanding anything to the contrary contained herein, the liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens are subordinate in the manner and to the extent set forth in the Senior Subordination Agreement and the Bridge Subordination Agreement, as applicable, to the liens and security interests securing indebtedness (including interest) owed by the Grantor pursuant to the First Lien Credit Agreement and Bridge Credit Agreement, as applicable, and certain guarantees of the indebtedness evidenced thereby, as such First Lien Credit Agreement and Bridge Credit Agreement and such guarantees have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Senior Subordination Agreement and the Bridge Subordination Agreement, as applicable, to the liens and security interests securing indebtedness refinancing the indebtedness under such agreements as permitted by the Senior Subordination Agreement and the Bridge Subordination Agreement, as applicable, and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Senior Subordination Agreement and the Bridge Subordination Agreement, as applicable.

[Signature Page Follows]

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

GRANTOR:

THE WET SEAL, INC.

By: 
Name: Douglas C. Felanman
Title: EVP - CFO

TRUSTEE:

THE BANK OF NEW YORK, N.A.,

By: _____
Name:
Title:

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

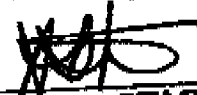
GRANTOR:

THE WET SEAL, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

THE BANK OF NEW YORK,
as Collateral Agent

By: 
Name: **STACEY B. POINDEXTER**
Title: **ASSISTANT VICE PRESIDENT**