

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	release and discharges fully the security interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
S.A.C. Capital Associates, LLC		05/03/2005	limited liability company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Wet Seal, Inc.
<b>Street Address:</b>	26972 Burbank
<b>City:</b>	Foothill Ranch
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92610
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Registration Number:	2648592	A. AUBREY
Registration Number:	1630908	ACCOMPLICE
Serial Number:	78335674	ARDEN B. SPORT
Registration Number:	2171518	BLUE ASPHALT
Registration Number:	2409369	BLUE ASPHALT
Registration Number:	2417800	BLUE ASPHALT
Registration Number:	2166102	BLUE A DENIM ASPHALT QUALITY COMFORT
Registration Number:	1543610	CONTEMPO CASUALS
Registration Number:	1850750	CONTEMPO CASUALS
Registration Number:	1904807	CONTEMPO CASUALS
Registration Number:	2645999	ENR EVOLUTION NOT REVOLUTION
Registration Number:	2246439	EVOLUTION, NOT REVOLUTION
Registration Number:	1464692	NEW IMAGE
Registration Number:	2306363	LIMBO LOUNGE

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Registration Number:	2346141	LIMBO LOUNGE
Registration Number:	2235108	MEOW GENES
Registration Number:	2289755	PANTIES FOR LIFE
Serial Number:	78107987	SEAL
Serial Number:	78108012	SEAL
Serial Number:	76338469	SEAL
Serial Number:	78114040	SEAL GLAMOUR
Serial Number:	78108060	SEAL MAGAZINE
Serial Number:	78108021	SEAL TV
Serial Number:	75218307	SOCKS FOR LIFE
Serial Number:	75218293	TIGHTS FOR LIFE
Registration Number:	2289221	UNCIVILIZED
Registration Number:	2482608	URBAN VIBE
Registration Number:	2217566	URBAN VIBE
Registration Number:	1508250	WET SEAL
Registration Number:	2241292	WET SEAL
Registration Number:	2322373	ZUTOPIA
Registration Number:	2795689	ARDEN B
Registration Number:	2879970	ARDEN B
Registration Number:	2151261	EVOLUTION, NOT REVOLUTION
Registration Number:	2151262	EVOLUTION, NOT REVOLUTION
Registration Number:	2151259	EVOLUTION, NOT REVOLUTION
Registration Number:	2151260	EVOLUTION, NOT REVOLUTION
Serial Number:	78466450	HUG ME
Serial Number:	76272525	SEAL PUPS
Serial Number:	76614878	SEAL STASH
Serial Number:	78472864	STYLIZER
Serial Number:	78470924	STYLIZER
Registration Number:	2159385	URBAN VIBE
Registration Number:	2157341	URBAN VIBE
Registration Number:	2159386	URBAN VIBE
Serial Number:	76593479	URBAN VIBE

CORRESPONDENCE DATA

Fax Number: (214)969-4343

**TRADEMARK**  
**REEL: 003078 FRAME: 0476**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-969-4214  
Email: trademarkdallas@akingump.com  
Correspondent Name: John M. Cone  
Address Line 1: P.O. Box 688  
Address Line 4: Dallas, TEXAS 75213-0688

NAME OF SUBMITTER:	John M. Cone
Signature:	/johnmcone/
Date:	05/05/2005

Total Attachments: 7  
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "**Release**") is made and effective as of the date executed below and is granted by S.A.C. CAPITAL ASSOCIATES, LLC, a limited liability company organized under the laws of Anguilla ("**Releasor**"), in favor of The Wet Seal, Inc., a Delaware corporation ("**Releasee**"). Capitalized terms not otherwise defined herein shall have their respective meanings set forth in the Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of November 9, 2004 (as amended by the First Amendment to the Credit Agreement, dated as of January 14, 2005 and the Second Amendment to the Credit Agreement, dated as of April 29, 2005 and as the same may be further amended, restated or otherwise modified and in effect from time to time, the "**Credit Agreement**") by and among Releasee; the other Borrowers named therein; S.A.C. Capital Associates, LLC, as Administrative Agent and Collateral Agent; and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Releasee;

**WHEREAS**, Releasee and Releasor entered into that certain Intellectual Property Security Agreement dated as of November 9, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "**Security Agreement**");

**WHEREAS**, pursuant to the Security Agreement, Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "**Trademark Collateral**");

1. All Trademarks and Trademark Licenses and all renewals thereof.
2. All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Releasee and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
3. All income, royalties, damages and payments now and hereafter due and/or payable 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.
4. The right to sue for past, present and future infringement and dilutions of any of the foregoing.
5. All of the Releasee's rights corresponding to any of the foregoing throughout the world.

**WHEREAS**, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 002992/0125 on December 12, 2004;

**WHEREAS**, Releasee has paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement and/or any other agreement (the "Security Interest"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

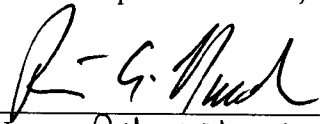
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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 3<sup>rd</sup> day of May 2005.

**RELEASOR:**

S.A.C. CAPITAL ASSOCIATES, LLC,  
as collateral agent

By: S.A.C. Capital Advisors, LLC

By:   
Name: Peter Nossbaum  
Title: General Counsel

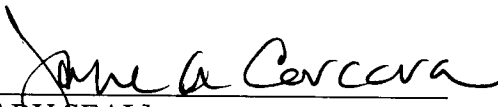
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Ct

SS.:

COUNTY OF Fairfield

On this 2 day of May 2005, before me, the undersigned, personally appeared Peter Nussbaum, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]

**JANE A. CORCORAN**  
*NOTARY PUBLIC*  
MY COMMISSION EXPIRES MAY 31, 2007

**SCHEDULE A**

See attached.

9865886.1

**TRADEMARK  
REEL: 003078 FRAME: 0482**



**THE WET SEAL INC.  
TRADEMARK SCHEDULE**

TRADEMARK NAME	REGISTRATION NUMBER	OWNER
A. AUBREY	2,648,592	The Wet Seal, Inc.
ACCOMPLICE	1,630,908	The Wet Seal, Inc.
ARDEN B. SPORT	78/335,674	The Wet Seal, Inc.
BLUE ASPHALT	2,171,518	The Wet Seal, Inc.
BLUE ASPHALT	2,409,369	The Wet Seal, Inc.
BLUE ASPHALT	2,417,800	The Wet Seal, Inc.
BLUE DENIM ASPHALT QUALITY COMFORT & DESIGN	2,166,102	The Wet Seal, Inc.
CONTEMPO CASUALS	1,543,610	The Wet Seal, Inc.
CONTEMPO CASUALS & LINE DESIGN	1,850,750	The Wet Seal, Inc.
CONTEMPO CASUALS (STYLIZED)	1,904,807	The Wet Seal, Inc.
ENR EVOLUTION NOT REVOLUTION	2,645,999	The Wet Seal, Inc.
EVOLUTION, NOT REVOLUTION	2,246,439	The Wet Seal, Inc.
FORMULA X (STYLIZED)	1,464,692	The Wet Seal, Inc.
LIMBO LOUNGE	2,306,363	The Wet Seal, Inc.
LIMBO LOUNGE	2,346,141	The Wet Seal, Inc.
MEOW GENES	2,235,108	The Wet Seal, Inc.
PANTIES FOR LIFE	2,289,755	The Wet Seal, Inc.
SEAL	78/107,987	The Wet Seal, Inc.
SEAL	78/108,012	The Wet Seal, Inc.
SEAL	76/338,469	The Wet Seal, Inc.
SEAL GLAMOUR	78/114,040	The Wet Seal, Inc.
SEAL MAGAZINE	78/108,060	The Wet Seal, Inc.
SEAL TV	78/108,021	The Wet Seal, Inc.
SOCKS FOR LIFE	75/218,307	The Wet Seal, Inc.
TIGHTS FOR LIFE	75/218,293	The Wet Seal, Inc.
UNCIVILIZED	2,289,221	The Wet Seal, Inc.
URBAN VIBE	2,482,608	The Wet Seal, Inc.
URBAN VIBE	2,217,566	The Wet Seal, Inc.
WET SEAL	1,508,250	The Wet Seal, Inc.
WET SEAL	2,241,292	The Wet Seal, Inc.
ZUTOPIA	2,322,373	The Wet Seal, Inc.
ARDEN B (STYLIZED) - NEW LOGO	2,795,689	The Wet Seal, Inc.
ARDEN B (STYLIZED) - NEW LOGO	2,879,970	The Wet Seal, Inc.
EVOLUTION, NOT	2,151,261	The Wet Seal, Inc.

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TRADEMARK NAME	REGISTRATION NUMBER	OWNER
REVOLUTION		
EVOLUTION, NOT REVOLUTION	2,151,262	The Wet Seal, Inc.
EVOLUTION, NOT REVOLUTION	2,151,259	The Wet Seal, Inc.
EVOLUTION, NOT REVOLUTION	2,151,260	The Wet Seal, Inc.
HUG ME	78/466,450	The Wet Seal, Inc.
SEAL PUPS	76/272,525	The Wet Seal, Inc.
SEAL STASH	76/614,878	The Wet Seal, Inc.
STYLIZER	78/472,864	The Wet Seal, Inc.
STYLIZER	78/470,924	The Wet Seal, Inc.
URBAN VIBE	2,159,385	The Wet Seal, Inc.
URBAN VIBE	2,157,341	The Wet Seal, Inc.
URBAN VIBE	2,159,386	The Wet Seal, Inc.
URBAN VIBE	76/593,479	The Wet Seal, Inc.