

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aeropostale, Inc. (f/k/a MSS-Delaware, Inc.)		03/21/2008	CORPORATION: DELAWARE
Aeropostale West, Inc.		03/21/2008	CORPORATION: DELAWARE
Jimmy'Z Surf Co., Inc.		03/21/2008	CORPORATION: DELAWARE
Aero GC Management LLC		03/21/2008	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A. (as assignee of Fleet Retail Finance Inc. (successor-in-interest to BankBoston Retail Finance Inc.))
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1354292	AEROPOSTALE
Registration Number:	1441289	AEROPOSTALE COMPAGNIE GENERALE FAISANT L'IMPOSSIBLE!: SERVICE QUOTIDIEN POUR L'ESPAGNE, LE MAROC & L'ALGERIE.
Registration Number:	1485368	AEROPOSTALE
Registration Number:	1487211	AEROPOSTALE
Registration Number:	1525345	AEROPOSTALE
Registration Number:	1548372	AEROPOSTALE
Registration Number:	2680387	AEROPOSTALE A
Registration Number:	2680386	A

CH \$1590.00 1354292

Registration Number:	2911335	AERO
Registration Number:	2927817	AERO ATHLETICS
Registration Number:	2937762	AERO
Registration Number:	2994295	AERO HOUSE
Registration Number:	3000665	87
Registration Number:	3041426	
Registration Number:	3095135	
Registration Number:	3151023	A87
Registration Number:	3233142	AEROPOSTALE
Registration Number:	3285335	AEROPOSTALE
Registration Number:	3285272	AEROPOSTALE
Registration Number:	3287647	AEROPOSTALE
Registration Number:	3289070	AERO DUO CAP
Registration Number:	3293234	AÉROPOSTALE
Registration Number:	3381679	AÉROPOSTALE
Registration Number:	3384078	AÉROPOSTALE
Registration Number:	3336202	
Registration Number:	3361429	AEROPOSTALE SINCE 1987
Registration Number:	3361416	AEROPOSTALE
Registration Number:	3361415	AEROPOSTALE
Registration Number:	1411390	JIMMY'Z
Registration Number:	1490256	JIMMY'Z
Registration Number:	1508252	
Registration Number:	3160988	JIMMY'Z
Registration Number:	3166556	
Registration Number:	3170961	JIMMY'Z
Registration Number:	3170960	JIMMY'Z
Registration Number:	3240506	JIMMY'Z
Registration Number:	3262442	
Registration Number:	3299252	JIMMY'Z
Registration Number:	3357218	
Registration Number:	3146955	
Serial Number:	77187554	AEROPOSTALE
Serial Number:	77149848	87
Serial Number:	77149661	87

Serial Number:	77149643	87
Serial Number:	77149505	A87
Serial Number:	77149479	AERO
Serial Number:	77149377	AEROPOSTALE
Serial Number:	77149825	87
Serial Number:	77149679	87
Serial Number:	77149296	AEROPOSTALE
Serial Number:	77074477	AERO
Serial Number:	77074489	AERO
Serial Number:	78890648	AERO SAND SPEAKERS
Serial Number:	78818688	FASHION BAR
Serial Number:	78643166	AEROPOSTALE A ATHLETIC DEPT. VARSITY CHAMPS
Serial Number:	78445275	EIGHTY 7
Serial Number:	78445273	EIGHTY SEVEN
Serial Number:	77123172	JIMMY'Z
Serial Number:	78690084	JIMMY'Z
Serial Number:	78690081	JIMMY'Z
Serial Number:	78690069	JIMMY'Z
Serial Number:	78605108	
Serial Number:	78297659	JIMMY'Z

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8050806
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	05/22/2008

Total Attachments: 12
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**AMENDED AND RESTATED TRADEMARK AND
TRADEMARK APPLICATIONS SECURITY AGREEMENT**

March 21, 2008

THIS AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this "**Agreement**") is made between

Bank of America, N.A. (as assignee of Fleet Retail Finance Inc. (successor-in-interest to BankBoston Retail Finance Inc.)), a national banking association with an address at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the "**Lender**"),

and

Aeropostale, Inc. (f/k/a MSS-Delaware, Inc.), a Delaware corporation with an address at 1372 Broadway, New York, New York 10020 (the "**Borrower**"),

and

Aeropostale West, Inc., a Delaware corporation (the "**Existing Guarantor**"), Jimmy'Z Surf Co., Inc., a Delaware corporation, and Aero GC Management LLC, a Virginia limited liability company, each with an address at 112 West 34th Street, New York, New York 10120 (the foregoing, together with the Existing Guarantor, individually a "**Guarantor**" and collectively, the "**Guarantors**", and together with the Borrower, individually a "**Grantor**" and collectively, the "**Grantors**")

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

WITNESSETH:

WHEREAS, the Borrower and Fleet Retail Finance Inc. (successor-in-interest to BankBoston Retail Finance Inc.) (the "**Original Agent**"), among others, entered into a Loan and Security Agreement dated as of July 31, 1998 (as amended and in effect through October 7, 2003, the "**Original Loan Agreement**"), pursuant to which the Original Agent and certain other lending institutions (together with the Original Agent, the "**Original Lenders**") Original Lenders agreed, among other things, to make certain revolving credit loans to the Borrower;

WHEREAS, as a condition precedent to the Original Lenders making revolving credit loans or otherwise extending credit to the Borrowers under the Original Loan Agreement, the Original Lenders required that the Original Borrower execute and deliver to the Original Agent that certain Trademark and Trademark Applications Security Agreement dated as of July 31, 1998 (as amended and in effect through the date hereof, the "**Original Borrower Trademark Security Agreement**"), pursuant to which the Original Borrower granted to the Original Agent, for the benefit of the Original Lenders, a continuing security interest in and to the TM Collateral (as defined therein);

WHEREAS, as a condition precedent to the continued effectiveness of the Original Loan Agreement, the Original Lenders required that the Existing Guarantor execute and deliver to the Original Agent (i) that certain Guaranty dated as of February 1, 2002 (as amended and in effect through the Second Amendment Effective Date, the "**Original Guaranty**"), pursuant to which the Existing Guarantor agreed to guarantee certain obligations of the Borrower to the Original Lenders, (ii) that certain Trademark and Trademark Applications Security Agreement dated as of February 1, 2002 (as amended and in effect through the date hereof, the "**Original Guarantor Trademark Security Agreement**"), and together with the Original Borrower Trademark Security Agreement, individually an "**Original Trademark Security Agreement**", and collectively the "**Original Trademark Security Agreements**"), pursuant to which the Existing Guarantor granted to the Original Agent, for the benefit of the Original Lenders, a continuing security interest in and to the TM Collateral (as defined therein), and (iii) that certain Security Agreement dated as of February 1, 2002 (as amended and in effect through the date hereof, the "**Original Security Agreement**"), pursuant to which the Existing Guarantor granted to the Original Agent, for the benefit of the Original Lenders, a continuing security interest in and to the Collateral (as defined therein);

WHEREAS, the Borrower and the Original Agent, together with certain lending institutions (the "**Existing Lenders**"), entered into an Amended and Restated Loan and Security Agreement dated as of October 3, 2003 (as amended and in effect through the Second Amendment Effective Date, the "**Existing Loan Agreement**"), which amended and replaced the Original Loan Agreement;

WHEREAS, Fleet Retail Finance, Inc. has assigned all of its right, title and interest under the Existing Loan Agreement and related documents to the Lender pursuant to that certain Assignment and Acceptance dated as of November 13, 2007 by and between the Original Agent, as Assignor, and the Lender, as Assignee;

WHEREAS, the Borrower and the Lender have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of November 13, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Restated Loan Agreement**"), by and between the Borrower and the Lender, which amended and replaced the Existing Loan Agreement;

WHEREAS, as a condition precedent to the effectiveness of the Second Restated Loan Agreement, the Lender required that the Guarantors enter into (i) an Amended and Restated Guaranty dated as of November 13, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Restated Guaranty**"), which amended and replaced the Original Guaranty, and (ii) an Amended and Restated Security Agreement dated as of November 13, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Restated Security Agreement**"), which amended and replaced the Original Security Agreement;

WHEREAS, it is a condition precedent to the continued effectiveness of the Second Restated Loan Agreement that, among other things, the Original Trademark Security Agreements be amended and restated in their entirety as set forth in this Agreement in order to, among other things, confirm that this Agreement secures all liabilities (including, without

limitation, the Liabilities (as such term is defined in each of the Second Amended Loan Agreement and the Restated Guaranty) owing by any Grantor at any time and from time to time outstanding under the Second Restated Loan Agreement and the Restated Guaranty (all such liabilities, the "**Obligations**").

WHEREAS, the Grantors wish to grant pledges and security interests in favor of the Lender as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS:** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Second Restated Loan Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Obligations, the Grantors hereby create a security interest in favor of the Lender, 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 the Grantors' 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 written agreements providing for the grant by or to any Grantor of any right under any trademark.

(c) All renewals of any of the foregoing.

(d) 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.

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

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

All of the foregoing trademarks, trademark applications, service marks, registered service marks and service mark applications described in Subsections 2(a) and 2(b) are hereinafter individually and/or collectively referred to as the "Marks".

3. **PROTECTION OF MARKS BY GRANTORS:** Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each Mark:

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

(b) At the Grantors' 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 the Grantors' sole cost, expense, and risk, take any and all action which the Grantors deem desirable to protect the Marks, including, without limitation, but subject to the Grantors' discretion, 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, no Grantor shall have an obligation to use or to maintain any Mark (i) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (ii) that is being replaced with a Mark substantially similar to the Mark that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such replacement Mark and so long as such replacement Mark is subject to the lien created by this Agreement or (iii) that is substantially the same as another Mark that is in full force, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such replacement Mark and so long as such other Mark is subject to the Lien and security interest created by this Agreement.

4. **GRANTORS' REPRESENTATIONS AND WARRANTIES:** The Grantors represent and warrant that:

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

(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 Lender.

(c) The Grantors shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantors' obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Grantors'

right to sell products containing the trademarks of others in the ordinary course of Grantors' business).

(ii) The Grantors' 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 Grantors' right to sell products containing the trademarks of others in the ordinary course of Grantors' business).

(iii) The Grantors' entering into any new trademark license agreement or service mark license agreement.

5. AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

(b) The Grantors hereby authorize the Lender to take all such action to protect the Lender'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 Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. GRANTORS' RIGHTS TO ENFORCE MARKS: Prior to the Lender's giving of notice to the Grantors following the occurrence and during the continuance of an Event of Default, the Grantors 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 the Grantors to protect the Marks against encroachment by third parties, *provided, however:*

(a) The Grantors first provide the Lenders with written notice of the Grantors' intention to so sue for enforcement of any Mark.

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

(c) Following the occurrence of any Event of Default, the Lender, by notice to the Grantors, may be terminate or limit the Grantors' rights under this Section 6.

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

(a) the Grantors' failure, within five (5) days of written notice from the Lender, to cure any failure by the Grantors to perform any of the Grantors' obligations hereunder; and/or

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

the Lender, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Lender's own right in connection therewith.

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

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

(a) The Grantors hereby irrevocably constitute and designate the Lender as and for the Grantors' 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 herein.

(ii) To execute all such instruments, documents, and papers as the Lender 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 Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Lender 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 the Grantors 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 Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act constituted willful misconduct, gross negligence or actual bad faith.

10. **LENDER'S RIGHTS:**

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

(b) None of this Agreement, the Second Restated Loan Agreement, the Security Agreement or any act, omission, or circumstance taken or arising hereunder may

be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the TM Collateral with the United States Patent and Trademark 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 Lender under the Second Restated Loan Agreement and the Restated Security Agreement. All provisions of the Second Restated Loan Agreement and the Restated Security Agreement shall apply to the TM Collateral. The Lender 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 Second Restated Loan Agreement or the Restated Security Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the terms of the Second Restated Loan Agreement and the Restated Security Agreement shall control 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantors and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written. It is intended that this Agreement take effect as a sealed instrument.

GRANTORS:

AEROPOSTALE, INC.

By: 

Name: Edward M. Slezak

Title: Senior Vice President, Secretary, and
General Counsel

AEROPOSTALE WEST, INC.

By: 

Name: Edward M. Slezak

Title: Senior Vice President, Secretary, and
General Counsel

JIMMY'Z SURF CO., INC.

By: 

Name: Edward M. Slezak

Title: Senior Vice President, Secretary, and
General Counsel

AERO GC MANAGEMENT LLC

By: 

Name: Edward M. Slezak

Title: Senior Vice President, Secretary, and
General Counsel

LENDER:

BANK OF AMERICA, N.A.

By: Christine Hutchinson

Name: Christine Hutchinson

Title: Principal

Signature Page to Amended and Restated Trademark and Trademark Application Security
Agreement

TRADEMARK
REEL: 003782 FRAME: 0023

EXHIBIT A

Grantors' 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

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Aeropostale	1354292	8/13/1985
Aéropostale Compagnie General Faisant L'Impossible!: Service Quotidien Pour L'Espagne, Le Marco & L'Algerie (stylized)	1441289	3/10/1987
Aeropostale	1485368	4/19/1988
Aeropostale	1487211	5/3/1988
Aeropostale	1525345	2/21/1989
Aeropostale	1548372	7/18/1989
Aéropostale A (stylized)	2680387	1/28/2003
A (stylized)	2680386	1/28/2003
Aero (stylized- Rectangle)	2911335	12/14/2004
Aero Athletics	2927817	2/22/2005
Aero (stylized- Explosion)	2937762	4/5/2005
Aero House	2994295	9/13/2005
87	3000665	9/27/2005
Turtle Character	3041426	1/10/2006
Whale Character	3095135	5/23/2006
A87 (stylized)	3151023	10/3/2006
Aeropostale	3233142	4/24/2007
Aeropostale	3285335	8/28/2007
Aeropostale	3285272	8/28/2007
Aeropostale	3287647	9/4/2007
Aero Duo Cap	3289070	9/4/2007

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Aéropostale with Silhouette Butterfly design 1	3293234	9/18/2007
Aeropostale with Silhouette Butterfly design 2	3381679	2/12/2008
Aéropostale with Outline of Butterfly design	3384078	2/19/2008
Backpocket Design	3336202	11/13/2007
Aéropostale Since 1987 with Butterfly Design	3361429	1/1/2008
Aeropostale	3361416	1/1/2008
Aeropostale	3361415	1/1/2008
Jimmy'z	1411390	9/30/1986
Jimmy'z	1490256	5/31/1988
Woody Car Design	1508252	10/11/1988
Jimmy'z	3160988	10/17/2006
Woody Car Design	3166556	10/31/2006
Jimmy'z	3170961	11/14/2006
Jimmy'z	3170960	11/14/2006
Jimmy'z	3240506	5/8/2007
Woody Car Design	3262442	7/10/2007
Jimmy'z	3299252	9/25/2007
Woody Car Design	3357218	12/18/2007
Woody Car Design	3146955	9/19/2006

Trademark Applications

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Aeropostale	77187554	5/30/2007
87	77149848	4/10/2007
87	77149661	4/10/2007

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
87	77149643	4/10/2007
A87	77149505	4/10/2007
Aero	77149479	4/10/2007
Aeropostale	77149377	4/10/2007
87	77149825	4/10/2007
87	77149679	4/10/2007
Aeropostale	77149296	4/9/2007
Aero (stylized- Fanciful Leaves)	77074477	1/5/2007
Aero (stylized- Hearts)	77074489	1/5/2007
Aero Sand Speakers	78890648	5/31/2006
Fashion Bar	78818688	2/28/2006
Aéropostale A Athletic Dept. Varsity Champs (stylized)	78643166	6/3/2005
Eighty 7	78445275	7/12/2004
Eighty Seven	78445273	7/12/2004
Jimmy'z	77123172	3/9/2007
Jimmy'z	78690084	8/17/2005
Jimmy'z	78690081	8/17/2005
Jimmy'z	78690069	8/17/2005
Woody Car Design	78605108	4/8/2005
Jimmy'z	77123172	3/9/2007
Jimmy'z	78690084	8/17/2005
Jimmy'z	78690081	8/17/2005
Jimmy'z	78690069	8/17/2005
Woody Car Design	78605108	4/8/2005
Jimmy'z	78297659	9/9/2003

Exhibit A to Trademark Security Agreement