

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
World of Jeans & Tops, Inc.		05/03/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	2030 Main Street
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3743024	AMBITIOUS
Registration Number:	3197141	BLUE CROWN
Registration Number:	3385905	BLUE CROWN
Registration Number:	3385899	BLUE CROWN
Registration Number:	3564362	BLUE CROWN
Registration Number:	4134485	
Serial Number:	85482896	D
Registration Number:	3402329	DESTINED
Registration Number:	3543962	DESTINED
Registration Number:	3959488	DIVISION 7
Registration Number:	4032582	DIVISION 7
Registration Number:	3699286	ELDON
Registration Number:	3031323	FT FULL TILT
Registration Number:	2197084	FULL TILT

OP \$765.00 3743024

Registration Number:	3567328	FULL TILT
Registration Number:	3618589	
Registration Number:	2295749	"IF IT'S NOT HERE...IT'S NOT HAPPENING"
Registration Number:	3524537	INFAMOUS
Registration Number:	2666381	INFAMOUS
Registration Number:	3664796	INFAMOUS
Registration Number:	3842428	RSQ
Registration Number:	3776086	RSQ
Serial Number:	85423871	
Registration Number:	2663027	T
Registration Number:	2360201	TILLY'S
Registration Number:	3344663	TILLY'S CLOTHING SHOES ACCESSORIES
Registration Number:	2368584	TILLY'S CLOTHING & SHOES
Registration Number:	2915750	TILLY'S CLOTHING SHOES
Registration Number:	3872443	TILLY'S CLOTHING SHOES ACCESSORIES
Registration Number:	3664002	VINDICATED

CORRESPONDENCE DATA

Fax Number: 4153918269
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 1.415.659.4807
Email: ypham@reedsmith.com
Correspondent Name: Yvonne Pham
Address Line 1: 101 Second Street
Address Line 4: San Francisco, CALIFORNIA 94105-3659

ATTORNEY DOCKET NUMBER:	WORLD OF JEANS & TOPS
NAME OF SUBMITTER:	Svetlana Attestatova
Signature:	/Svetlana Attestatova/
Date:	05/24/2012

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WORLD OF JEANS & TOPS, a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into an Amended and Restated Credit Agreement dated as of May 3, 2012 (said Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with Wells Fargo Bank, National Association (“**Bank**”) pursuant to which Bank has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of an Amended and Restated Continuing Security Agreement: Rights to Payment and Inventory dated as of May 3, 2012 (said Amended and Restated Continuing Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), by Grantor in favor of Bank, Grantor has created in favor of Bank a security interest in, and Bank has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Bank pursuant to the Security Agreement, Grantor hereby grants to Bank a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all

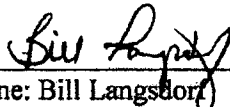
payments under insurance (whether or not Bank is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 3rd day of May, 2012.

WORLD OF JEANS & TOPS

By: 

Name: Bill Langston

Title: Senior Vice President and Chief Financial Officer

Signature Page to Grant of Trademark Security Interest

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TRADEMARK
REEL: 004787 FRAME: 0681

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
WORLD OF JEANS & TOPS	Ambitious	3743024	1/26/2010
WORLD OF JEANS & TOPS	Blue Crown	3197141	1/9/2007
WORLD OF JEANS & TOPS	Blue Crown	3385905	2/19/2008
WORLD OF JEANS & TOPS	Blue Crown	3385899	2/19/2008
WORLD OF JEANS & TOPS	Blue Crown	3564362	1/20/2009
WORLD OF JEANS & TOPS	Blue Crown Logo	4134485	5/1/2012
WORLD OF JEANS & TOPS	"D" Destined Logo	85482896	11/29/2011
WORLD OF JEANS & TOPS	Destined	3402329	3/25/2008
WORLD OF JEANS & TOPS	Destined	3543962	12/9/2008
WORLD OF JEANS & TOPS	Division 7	3959488	5/10/2011
WORLD OF JEANS & TOPS	Division 7	4032582	9/27/2011
WORLD OF JEANS & TOPS	Eldon	3699286	10/20/2009
WORLD OF JEANS & TOPS	"FT" Full Tilt (Logo)	3031323	12/20/2005
WORLD OF JEANS & TOPS	Full Tilt	2197084	10/20/1998
WORLD OF JEANS & TOPS	Full Tilt	3567328	1/27/2009
WORLD OF JEANS & TOPS	Full Tilt - Heart w/Flames Logo	3618589	5/12/2009
WORLD OF JEANS & TOPS	"If it's not here...it's not happening"	2295749	11/30/1999
WORLD OF JEANS & TOPS	Infamous	3524537	10/28/2008
WORLD OF JEANS & TOPS	Infamous	2666381	12/24/2002
WORLD OF JEANS & TOPS	Infamous	3664796	8/4/2009

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
WORLD OF JEANS & TOPS	RSQ	3842428	8/31/2010
WORLD OF JEANS & TOPS	RSQ (Logo)	3776086	4/13/2010
WORLD OF JEANS & TOPS	RSQ Pocket Design	85/423871	9/15/2011
WORLD OF JEANS & TOPS	"T" Icon	2663027	12/17/2002
WORLD OF JEANS & TOPS	Tilly's	2360201	6/20/2000
WORLD OF JEANS & TOPS	Tilly's (Oval Logo)	3344663	11/27/2007
WORLD OF JEANS & TOPS	Tilly's Clothing & Shoes	2368584	7/18/2000
WORLD OF JEANS & TOPS	Tilly's Clothing - Shoes (Logo)	2915750	1/4/2005
WORLD OF JEANS & TOPS	Tilly's Clothing Shoes Accessories	3872443	11/9/2010
WORLD OF JEANS & TOPS	Vindicated	3664002	8/4/2009
