

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aeropostale, Inc.		05/23/2014	CORPORATION: DELAWARE
Aeropostale West, Inc.		05/23/2014	CORPORATION: DELAWARE
Jimmy'Z Surf Co., LLC		05/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
Aero GC Management LLC		05/23/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Aeropostale Procurement Company, Inc.		05/23/2014	CORPORATION: DELAWARE
Aeropostale Licensing, Inc.		05/23/2014	CORPORATION: DELAWARE
P.S. from Aeropostale, Inc.		05/23/2014	CORPORATION: DELAWARE
GoJane LLC		05/23/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Aero Investors LLC, as agent
<b>Street Address:</b>	9 West 57th Street
<b>Internal Address:</b>	c/o Sycamore Partners, 31st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Registration Number:	3000665	87
Registration Number:	3651711	87
Registration Number:	3669841	87
Registration Number:	2680386	A
Registration Number:	3041426	
Registration Number:	3095135	
Registration Number:	3151023	A87
Registration Number:	3477550	A87
Registration Number:	4074223	A87

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4324559	A87
Registration Number:	4299932	AERO
Registration Number:	3529688	AERO
Registration Number:	3545732	AERO
Registration Number:	2911335	AERO
Registration Number:	2937762	AERO
Registration Number:	2927817	AERO ATHLETICS
Registration Number:	3289070	AERO DUO CAP
Registration Number:	3321655	AERO SAND SPEAKERS
Registration Number:	1525345	AEROPOSTALE
Registration Number:	1548372	AEROPOSTALE
Registration Number:	1485368	AEROPOSTALE
Registration Number:	1487211	AEROPOSTALE
Registration Number:	3233142	AEROPOSTALE
Registration Number:	3361415	AEROPOSTALE
Registration Number:	3361416	AEROPOSTALE
Registration Number:	3287647	AEROPOSTALE
Registration Number:	3285272	AEROPOSTALE
Registration Number:	3285335	AEROPOSTALE
Registration Number:	3443836	AEROPOSTALE
Registration Number:	3444014	AEROPOSTALE
Registration Number:	1354292	AEROPOSTALE
Registration Number:	4328454	AEROPOSTALE 87
Registration Number:	2680387	AEROPOSTALE A
Registration Number:	4328455	AEROPOSTALE A87
Registration Number:	3361429	AEROPOSTALE SINCE 1987
Registration Number:	3384078	AÉROPOSTALE
Registration Number:	3293234	AÉROPOSTALE
Registration Number:	3381679	AÉROPOSTALE
Registration Number:	1441289	AEROPOSTALE COMPAGNIE GENERALE FAISANT L
Registration Number:	4395142	AEROPOSTALE NYC
Registration Number:	3532383	EIGHTY 7
Registration Number:	3421014	EIGHTY SEVEN
Registration Number:	3864266	GOJANE
Registration Number:	4043645	GOJANE
Registration Number:	3837976	GOJANE
Registration Number:	4047333	GOJANE
Registration Number:	4040079	GOJANE.COM
Registration Number:	1411390	JIMMY'Z

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	1490256	JIMMY'Z
Registration Number:	3240506	JIMMY'Z
Registration Number:	3170960	JIMMY'Z
Registration Number:	3170961	JIMMY'Z
Registration Number:	3299252	JIMMY'Z
Registration Number:	3160988	JIMMY'Z
Registration Number:	3447587	JIMMY'Z
Registration Number:	4460948	LIVE LOVE DREAM
Registration Number:	4482218	LIVE LOVE DREAM
Registration Number:	4460949	LIVE LOVE DREAM AERO
Registration Number:	4324601	LIVE LOVE DREAM AEROPOSTALE
Registration Number:	4491028	LLD
Registration Number:	4491065	LLD
Registration Number:	3693636	PS FROM AEROPOSTALE
Registration Number:	4150648	PS FROM AEROPOSTALE
Registration Number:	3709721	PS FROM AEROPOSTALE
Registration Number:	3716916	PS FROM AEROPOSTALE
Registration Number:	3794934	PS FROM AEROPOSTALE
Registration Number:	4067167	PS09
Registration Number:	4067245	PS09
Registration Number:	4067170	PS4U
Registration Number:	4067246	PS4U
Registration Number:	3336202	
Registration Number:	4184146	
Registration Number:	3262442	
Registration Number:	3146955	
Registration Number:	3357218	
Serial Number:	85772770	AERO NYC
Serial Number:	85772819	AERONYC
Serial Number:	85308320	JIMMY'Z
Serial Number:	85794301	LIVE LOVE DREAM
Serial Number:	85794355	LIVE LOVE DREAM
Serial Number:	85794212	LIVE LOVE DREAM AEROPOSTALE
Serial Number:	85794956	LIVE LOVE DREAM AERO
Serial Number:	85794991	LIVE LOVE DREAM AERO
Serial Number:	86127083	LORIMER
Serial Number:	86127129	MAP TO MARS
Serial Number:	86041859	PS ACTIVATE
Serial Number:	86041750	PS ACTIVATE

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	86163683	PS COUTURE ESTABLISHED MMIX NEW YORK
Serial Number:	86164801	AÉROPOSTALE DESIGNED IN NYC
Serial Number:	86171612	AÉROPOSTALE DESIGNED IN NYC
Serial Number:	85729531	BDRM
Serial Number:	86132645	FREE STATE
Serial Number:	86135920	TOKYO DARLING
Serial Number:	86198852	AERO NOW
Serial Number:	86212703	#BESTBOOTYEVEVER
Serial Number:	86197516	BROOKLYN CALLING
Serial Number:	86200066	INVITE ONLY
Serial Number:	86197697	LOCKERSTOCK

#### CORRESPONDENCE DATA

Fax Number: 3125585700

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13299-28
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	06/03/2014

#### Total Attachments: 21

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**TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT**

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May 23, 2014

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this “**Agreement**”) is made between

Aero Investors LLC, a Delaware limited liability company, as agent (in such capacity, the “**Agent**”), c/o Sycamore Partners, 9 West 57<sup>th</sup> Street, 31<sup>st</sup> Floor, New York, New York 10019, for itself and certain other Credit Parties (as defined in the Loan Agreement referred to below),

and

Aeropostale, Inc. (the “**Borrower**”), a Delaware corporation,

and

Aeropostale West, Inc., a Delaware corporation, Jimmy’Z Surf Co., LLC, a Delaware limited liability company, Aero GC Management LLC, a Virginia limited liability company, Aeropostale Procurement Company, Inc., a Delaware corporation, Aeropostale Licensing, Inc., a Delaware corporation, P.S. from Aeropostale, Inc., a Delaware corporation, and GoJane LLC, a Delaware limited liability company (the foregoing, individually a “**Guarantor**” and collectively, the “**Guarantors**”, and together with the Borrower, individually a “**Grantor**” and collectively, the “**Grantors**”), each with an address at 112 West 34th Street, New York, New York 10120.

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

WITNESSETH:

WHEREAS, reference is made to a certain Loan and Security Agreement dated as of May 23, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Loan Agreement**”), by and among certain of the Grantors, the Agent and the lenders party thereto from time to time (the “**Lenders**”);

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that this Agreement secures all liabilities (including, without limitation, the Liabilities (as such term is defined in each of the Loan Agreement and the Guarantor Agreement)) owing by any Grantor at any time and from time to time outstanding under the Loan Agreement and the other Loan Documents (all such liabilities, the “**Obligations**”).

WHEREAS, the Grantors wish to grant pledges and security interests in favor of the Agent, for the ratable benefit of itself and the other Credit Parties, 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 Loan Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Grantors' prompt, punctual, and faithful performance of all Obligations, each of the Grantors hereby ratifies such security interest and grants to the Agent, for its own benefit and the benefit of the other Credit Parties, a continuing security interest in and to, and assigns to the Agent, for the ratable benefit of itself and the other Credit Parties, the following, and each item thereof, whether now owned or now due, or in which such Grantor has an interest, or hereafter acquired, arising, or to become due, or in which such Grantor obtains an interest, and all products, Proceeds, substitutions, and accessions of or to any of the following (all of which, collectively, is referred to herein as the "**TM Collateral**"):

(a) All of such Grantor's now owned or existing or hereafter acquired or arising Trademarks (as defined in the Loan Agreement), 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;

(b) All written agreements providing for the grant by or to such 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, and unfair competition regarding, any of the foregoing; and

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

provided, that, the TM Collateral shall not include Excluded Assets.

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

(a) Pay all renewal fees and other fees and costs associated with maintaining any application or registration for the Trademarks and with the processing of such applications and registrations for the Trademarks.

(b) At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of a Trademark 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 Trademarks, 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 Trademark (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 Trademark substantially similar to the Trademark that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Trademark does not materially adversely affect the validity of such replacement Trademark and so long as such replacement Trademark is subject to the lien created by this Agreement or (iii) that is substantially the same as another Trademark that is in full force, so long as the failure to use or maintain such Trademark does not materially adversely affect the validity of such other Trademark and so long as such other Trademark is subject to the Encumbrance 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 and Trademark 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 Agent and other than Permitted Encumbrances.

(c) The Grantors shall give the Agent 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 otherwise acquiring ownership of any newly registered Trademarks (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 or Licenses therefor (including any renewals of any Licenses), 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 License with respect to Trademarks.



5. **AGREEMENT APPLIES TO FUTURE TRADEMARKS:**

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

(b) The Grantors hereby authorize the Agent to take all such action as permitted herein to protect the Agent's interest in and concerning any future registered Trademarks, written notice of which is so given, *provided, however*, the Agent'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 TRADEMARKS:** Prior to the Agent'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 (subject to the Intercreditor Agreement) to sue for past, present and future infringement of the Trademarks including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Trademarks against infringement by third parties, *provided, however*:

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

(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 Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this Section 6.

7. **AGENT'S ACTIONS TO PROTECT TRADEMARKS:** In the event of

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

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

the Agent, 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 Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Agent may 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 TM Collateral, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the TM Collateral. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing that the Agent is authorized to exercise such rights and remedies.

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

(a) The Grantors hereby irrevocably constitute and designate the Agent as 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 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 TM Collateral.

(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 Agent.

(c) The Agent 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 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 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 Agent 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. **AGENT'S RIGHTS:**

(a) Any use by the Agent of the TM Collateral, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement, the Loan Agreement, the Security Agreement and the other Loan Documents 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 Loan Agreement, the Security Agreement or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the TM Collateral, 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 Agent 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 Agent under the Loan Agreement, the Security Agreement and the other Loan Documents. All provisions of the Loan Agreement, the Security Agreement and the other Loan Documents shall apply to the TM Collateral. The Agent 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, on the one hand, and the Loan Agreement or the Security Agreement, on the other hand, the terms of this Agreement shall control with respect to the TM Collateral and the terms of the Loan Agreement and the Security Agreement shall control with respect to all other Collateral.

12. **CHOICE OF LAWS:** This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitations) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Grantors and the Agent 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.  
AEROPOSTALE WEST, INC.  
JIMMY'Z SURF CO., LLC  
AERO GC MANAGEMENT LLC  
AEROPOSTALE PROCUREMENT COMPANY,  
INC.  
AEROPOSTALE LICENSING, INC.  
P.S. FROM AEROPOSTALE, INC.  
GOJANE LLC

By: \_\_\_\_\_



Name: Marc D. Miller

Title: Executive Vice President and Chief  
Financial Officer

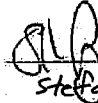
**AGENT:**

AERO INVESTORS LLC

By:

Name:

Title:



*Stefan Kaluzny*


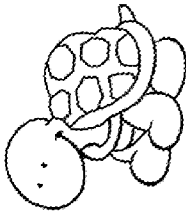

*CEO and President*

**EXHIBIT A**

**Trademark/Service Mark Registrations**

[see attached]




Exhibit A to  
Trademark and Trademark Applications Security Agreement




	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
1.	87	Registered	78/251,344	19-May-2003	3000665	27-Sep-2005	Aeropostale Procurement Company, Inc.
2.	87	Registered	77/149,679	05-Apr-2007	3651711	07-Jul-2009	Aeropostale Procurement Company, Inc.
3.	87	Registered	77/149,696	05-Apr-2007	3669841	18-Aug-2009	Aeropostale Procurement Company, Inc.
4.	A & DESIGN 	Registered	76/344,182	29-Nov-2001	2680386	28-Jan-2003	Aeropostale Procurement Company, Inc.
5.	A GRAPHIC IMAGE OF A TURTLE 	Registered	78/522,220	23-Nov-2004	3041426	10-Jan-2006	Aeropostale Procurement Company, Inc.
6.	A GRAPHIC IMAGE OF A WHALE 	Registered	78/522,226	23-Nov-2004	3095135	23-May-2006	Aeropostale Procurement Company, Inc.

	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
7.	A87 & Design 	Registered	78/746,520	03-Nov-2005	3151023	03-Oct-2006	Aeropostale Procurement Company, Inc.
8.	A87	Registered	77/149,505	05-Apr-2007	3477550	29-Jul-2008	Aeropostale Procurement Company, Inc.
9.	A87	Registered	85/325,662	20-May-2011	4074223	20-Dec-2011	Aeropostale Procurement Company, Inc.
10.	A87	Registered	85/773,041	06-Nov-2012	4324559	23-Apr-2013	Aeropostale Procurement Company, Inc.
11.	AERO	Registered	85/310,708	03-May-2011	4299932	12-Mar-2013	Aeropostale Procurement Company, Inc.
12.	AERO & HEARTS DESIGN 	Registered	77/074,489	02-Jan-2007	3529688	11-Nov-2008	Aeropostale Procurement Company, Inc.
13.	AERO (STYLIZED & DESIGN) 	Registered	77/074,477	02-Jan-2007	3545732	16-Dec-2008	Aeropostale Procurement Company, Inc.
14.	AERO (STYLIZED) 	Registered	75/942,762	13-Mar-2000	2911335	14-Dec-2004	Aeropostale Procurement Company, Inc.





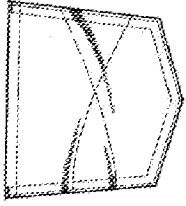




	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
15.	AERO AND EXPLOSION DESIGN 	Registered	78289,477	19-Aug-2003	2937762	05-Apr-2005	Aeropostale Procurement Company, Inc.
16.	AERO ATHLETICS	Registered	78272,006	09-Jul-2003	2927817	22-Feb-2005	Aeropostale Procurement Company, Inc.
17.	AERO DUO CAP	Registered	78890,652	23-May-2006	3289070	04-Sep-2007	Aeropostale Procurement Company, Inc.
18.	AERO SAND SPEAKERS	Registered	78890,648	23-May-2006	3321655	23-Oct-2007	Aeropostale Procurement Company, Inc.
19.	AEROPOSTALE	Registered	73708,584	01-Feb-1988	1525345	21-Feb-1989	Aeropostale Procurement Company, Inc.
20.	AEROPOSTALE	Registered	73708,583	01-Feb-1988	1548372	18-Jul-1989	Aeropostale Procurement Company, Inc.
21.	AEROPOSTALE	Registered	73679,424	19-Aug-1987	1485368	19-Apr-1988	Aeropostale Procurement Company, Inc.
22.	AEROPOSTALE	Registered	73679,252	18-Aug-1987	1487211	03-May-1988	Aeropostale Procurement Company, Inc.
23.	AEROPOSTALE	Registered	78907,234	13-Jun-2006	3233142	24-Apr-2007	Aeropostale Procurement Company, Inc.
24.	AEROPOSTALE	Registered	77070,636	22-Dec-2006	3361415	01-Jan-2008	Aeropostale Procurement Company, Inc.
25.	AEROPOSTALE	Registered	77070,654	22-Dec-2006	3361416	01-Jan-2008	Aeropostale Procurement Company, Inc.
26.	AEROPOSTALE	Registered	77052,018	28-Nov-2006	3287647	04-Sep-2007	Aeropostale Procurement Company, Inc.
27.	AEROPOSTALE	Registered	77058,161	06-Dec-2006	3285272	28-Aug-2007	Aeropostale Procurement Company, Inc.
28.	AEROPOSTALE	Registered	77070,674	22-Dec-2006	3285335	28-Aug-2007	Aeropostale Procurement Company, Inc.
29.	AEROPOSTALE	Registered	77149,296	05-Apr-2007	3443836	10-Jun-2008	Aeropostale Procurement Company, Inc.
30.	AEROPOSTALE	Registered	77187,554	22-May-2007	3444014	10-Jun-2008	Aeropostale Procurement Company, Inc.

	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
31.	AEROPOSTALE (STYLIZED) <b>AÉROPOSTALE</b>	Registered	73/502,671	05-Oct-1984	1354292	13-Aug-1985	Aeropostale Procurement Company, Inc.
32.	AEROPOSTALE 87 <b>AÉROPOSTALE</b>	Registered	85/773,018	06-Nov-2012	4328454	30-Apr-2013	Aeropostale Procurement Company, Inc.
33.	AEROPOSTALE A & DESIGN  <b>AÉROPOSTALE</b>	Registered	76/544,183	29-Nov-2001	2680387	28-Jan-2003	Aeropostale Procurement Company, Inc.
34.	AEROPOSTALE A87	Registered	85/773,154	06-Nov-2012	4328455	30-Apr-2013	Aeropostale Procurement Company, Inc.
35.	AEROPOSTALE AND BUTTERFLY DESIGN 	Registered	77/077,840	08-Jan-2007	3361429	01-Jan-2008	Aeropostale Procurement Company, Inc.
36.	AEROPOSTALE AND BUTTERFLY DESIGN 	Registered	77/067,198	19-Dec-2006	3384078	19-Feb-2008	Aeropostale Procurement Company, Inc.

	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
37.	AEROPOSTALE AND BUTTERFLY DESIGN 	Registered	770666,620	18-Dec-2006	3293234	18-Sep-2007	Aerostale Procurement Company, Inc.
38.	AEROPOSTALE AND BUTTERFLY DESIGN 	Registered	77975,079	19-Dec-2006	3381679	12-Feb-2008	Aerostale Procurement Company, Inc.
39.	AEROPOSTALE COMPAGNIE GENERALE FAISANT L'IMPOSSIBLE!!; SERVICE QUOTIDIEN POUR L'ESPAGNE, LE MAROC & L. 	Registered	73607,577	02-Jul-1986	1441289	02-Jun-1987	Aerostale Procurement Company, Inc.
40.	AEROPOSTALE NYC	Registered	85773,124	06-Nov-2012	4395142	03-Sep-2013	Aerostale Procurement Company, Inc.
41.	EIGHTY 7	Registered	78445,275	02-Jul-2004	3532383	11-Nov-2008	Aerostale Procurement Company, Inc.
42.	EIGHTY SEVEN	Registered	78445,273	02-Jul-2004	3421014	29-Apr-2008	Aerostale Procurement Company, Inc.

	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
43.	GO jane & Design <b>GOjane</b>	Registered	77978,507	27-Aug-2008	3864266	19-Oct-2010	Aeropostale, Inc.
44.	GO jane & Design <b>GOjane</b>	Registered	77557,269	27-Aug-2008	4043645	25-Oct-2011	Aeropostale, Inc.
45.	GOJANE	Registered	77978,186	27-Aug-2008	3837976	24-Aug-2010	Aeropostale, Inc.
46.	GOJANE	Registered	77557,253	27-Aug-2008	4047333	01-Nov-2011	Aeropostale, Inc.
47.	GOJANE.COM	Registered	77537,503	01-Aug-2008	4040079	18-Oct-2011	Aeropostale, Inc.
48.	JIMMYZ	Registered	73565,650	23-Oct-1985	1411390	30-Sep-1986	Aeropostale West, Inc.
49.	JIMMYZ	Registered	73672,609	17-Jul-1987	1490256	31-May-1988	Aeropostale West, Inc.
50.	JIMMYZ	Registered	78566,750	14-Feb-2005	3240506	08-May-2007	Aeropostale West, Inc.
51.	JIMMYZ	Registered	78690,060	10-Aug-2005	3170960	14-Nov-2006	Aeropostale West, Inc.
52.	JIMMYZ	Registered	78690,065	10-Aug-2005	3170961	14-Nov-2006	Aeropostale West, Inc.
53.	JIMMYZ	Registered	78690,075	10-Aug-2005	3299252	25-Sep-2007	Aeropostale West, Inc.
54.	JIMMYZ	Registered	78977,516	09-Sep-2003	3160988	17-Oct-2006	Aeropostale West, Inc.
55.	JIMMYZ	Registered	77123,172	06-Mar-2007	3447587	17-Jun-2008	Aeropostale West, Inc.
56.	LIVE LOVE DREAM	Registered	85710,446	22-Aug-2012	4460948	07-Jan-2014	Aeropostale Procurement Company, Inc.
57.	LIVE LOVE DREAM	Registered	85755,971	17-Oct-2012	4482218	11-Feb-2014	Aeropostale Procurement Company, Inc.
58.	LIVE LOVE DREAM AERO	Registered	85710,464	22-Aug-2012	4460949	07-Jan-2014	Aeropostale Procurement Company, Inc.
59.	LIVE LOVE DREAM AEROPOSTALE	Registered	85794,134	04-Dec-2012	4324601	23-Apr-2013	Aeropostale Procurement Company, Inc.


	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
60.	LLD Heart Logo 	Registered	86/019,535	25-Jul-2013	4491028	04-Mar-2014	Aeropostale Procurement Company, Inc.
61.	LLD Heart Logo 	Registered	86/020,274	25-Jul-2013	4491065	04-Mar-2014	Aeropostale Procurement Company, Inc.
62.	PS FROM AEROPOSTALE	Registered	77/488,907	02-Jun-2008	3693636	06-Oct-2009	Aeropostale Procurement Company, Inc.
63.	PS FROM AEROPOSTALE	Registered	77/976,066	02-Jun-2008	4150648	29-May-2012	Aeropostale Procurement Company, Inc.
64.	PS FROM AEROPOSTALE	Registered	77/488,966	02-Jun-2008	3709721	10-Nov-2009	Aeropostale Procurement Company, Inc.
65.	PS FROM AEROPOSTALE	Registered	77/978,100	02-Jun-2008	3716916	24-Nov-2009	Aeropostale Procurement Company, Inc.
66.	PS FROM AEROPOSTALE	Registered	77/979,123	02-Jun-2008	3794934	25-May-2010	Aeropostale Procurement Company, Inc.
67.	PS09	Registered	85/311,863	04-May-2011	4067167	06-Dec-2011	Aeropostale Procurement Company, Inc.
68.	PS09	Registered	85/314,169	06-May-2011	4067245	06-Dec-2011	Aeropostale Procurement Company, Inc.
69.	PS4U	Registered	85/311,949	04-May-2011	4067170	06-Dec-2011	Aeropostale Procurement Company, Inc.
70.	PS4U	Registered	85/314,287	06-May-2011	4067246	06-Dec-2011	Aeropostale Procurement Company, Inc.

	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
71.	SIGNATURE POCKET STITCH 	Registered	78/625,787	09-May-2005	3336202	13-Nov-2007	Aeropostale Procurement Company, Inc.
72.	WOODY CAR DESIGN 	Registered	85/308,597	29-Apr-2011	4184146	31-Jul-2012	Aeropostale West, Inc.
73.	WOODY CAR DESIGN (REAR VIEW) 	Registered	78/605,132	08-Apr-2005	3262442	10-Jul-2007	Aeropostale West, Inc.
74.	WOODY CAR DESIGN SIDE VIEW 	Registered	78/976,863	08-Apr-2005	3146955	19-Sep-2006	Aeropostale West, Inc.
75.	WOODY CAR DESIGN SIDE VIEW 	Registered	78/605,116	08-Apr-2005	3357218	18-Dec-2007	Aeropostale West, Inc.

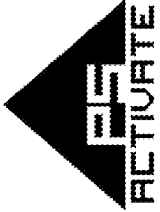

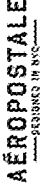
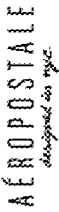
**Trademark/Service Mark Applications**

[see attached]

Exhibit A to  
Trademark and Trademark Applications Security Agreement

	Trademark	Status	Appi. No.	Appi. Date	Reg. No.	Reg. Date	Owner
1.	AERO NYC	Published	85/772,770	06-Nov-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
2.	AERONYC	Published	85/772,819	06-Nov-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
3.	JIMMYZ	Published	85/308,320	29-Apr-2011	N/A	N/A	Aeropostale West, Inc.
4.	LIVE LOVE DREAM	Published	85/794,301	04-Dec-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
5.	LIVE LOVE DREAM	Published	85/794,355	04-Dec-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
6.	LIVE LOVE DREAM AEROPOSTALE	Published	85/794,212	04-Dec-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
7.	LIVE LOVE DREAM AERO	Published	85/794,956	05-Dec-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
8.	LIVE LOVE DREAM AERO	Published	85/794,991	05-Dec-2012	N/A	N/A	Aeropostale Procurement Company, Inc.
9.	LORIMER	Pending	86/127,083	22-Nov-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
10.	MAP TO MARS	Pending	86/127,129	22-Nov-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
11.	PS ACTIVATE and heart design 	Pending	86/041,859	19-Aug-2013	N/A	N/A	Aeropostale Procurement Company, Inc.



	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
12.	PS ACTIVATE and triangle design 	Pending	86/041,750	19-Aug-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
13.	PS COUTURE ESTABLISHED MMIX New York (Stylized) 	Pending	86/163,683	13-Jan-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
14.	AEROPOSTALE DESIGNED IN NYC (Stylized 1) 	Pending	86/164,801	14-Jan-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
15.	AEROPOSTALE designed in nyc (Stylized 2) 	Pending	86/171,612	22-Jan-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
16.	BDRM	Pending	85729531	14-Sep-2012	N/A	N/A	Aeropostale Procurement Company, Inc.

	Trademark	Status	Appi. No.	Appi. Date	Reg. No.	Reg. Date	Owner
17.	FREE STATE	Pending	86/132,645	02-Dec-2013			Aeropostale Procurement Company, Inc.
18.	LORIMER	Pending	86/127,083	22-Nov-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
19.	MAP TO MARS	Pending	86/127,129	22-Nov-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
20.	TOKYO DARLING	Pending	86/135,920	05-Dec-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
21.	LORIMER	Pending	86/127,083	22-Nov-2013	N/A	N/A	Aeropostale Procurement Company, Inc.
22.	AERO NOW	Pending	86/198852	20-Feb-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
23.	#BESTBOOTYEVEVER	Pending	86/127,703	06-Mar-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
24.	BROOKLYN CALLING	Pending	86/197516	19-Feb-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
25.	INVITE ONLY	Pending	86/200066	21-Feb-2014	N/A	N/A	Aeropostale Procurement Company, Inc.
26.	LOCKERSTOCK	Pending	86/197697	19-Feb-2014	N/A	N/A	Aeropostale Procurement Company, Inc.