

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MADOR FINANCING, LLC		04/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
THE WET SEAL, LLC		04/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
THE WET SEAL GIFT CARD, LLC		04/15/2015	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	CRYSTAL FINANCIAL LLC, as the Administrative Agent
Street Address:	Two International Place, 17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2879970	ARDEN B
Registration Number:	2795689	ARDEN B
Registration Number:	3914458	ARDEN B
Registration Number:	1105350	SUPER ROC-MINER
Registration Number:	4644500	ARDEN B
Registration Number:	3222313	B. REWARDED
Registration Number:	3173864	BLINK
Registration Number:	4380482	BLINK BY WET SEAL
Registration Number:	4368866	BLINK BY WET SEAL
Registration Number:	2171518	BLUE ASPHALT
Registration Number:	3249286	
Registration Number:	4057171	CHIC BOUTIQUE
Registration Number:	4498096	CLUB BY ARDEN B
Registration Number:	1543610	CONTEMPO CASUALS
Registration Number:	1850750	CONTEMPO CASUALS

OP \$1015.00 2879970

Property Type	Number	Word Mark
Serial Number:	86037868	DAWN TO DUSK
Serial Number:	86037828	DUSK TO DAWN
Serial Number:	86033797	ENR EVOLUTION NOT REVOLUTION
Registration Number:	3826181	FASHION INSIDER
Registration Number:	4478533	FASHION RIGHT. ALL DAY ALL NIGHT.
Registration Number:	3296943	FIT IN. STAND OUT.
Registration Number:	3140432	GET IT. WEAR IT. FLAUNT IT.
Registration Number:	4198876	IRUNWAY
Registration Number:	4218185	IRUNWAY
Registration Number:	3842613	LOVE THE TREND - HATE TO SPEND
Registration Number:	4076847	LIFE'S A BLUR, FOCUS ON FASHION
Registration Number:	4161254	ROCK THESE BLUES
Registration Number:	3249248	TREND SPOT
Registration Number:	2217566	URBAN VIBE
Registration Number:	1508250	WET SEAL
Registration Number:	1111835	R ROYALTY CARPETS
Registration Number:	4316787	WET SEAL
Registration Number:	2241292	WET SEAL
Registration Number:	3244361	WET SEAL
Registration Number:	4571078	WET SEAL +
Registration Number:	4545430	+ PLUS
Registration Number:	4632406	WET SEAL
Registration Number:	4632408	WET SEAL
Registration Number:	4640746	WET SEAL
Registration Number:	4632405	WET SEAL

CORRESPONDENCE DATA

Fax Number: 6179518000

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: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Schmidt

SIGNATURE: /Katarzyna Schmidt/

DATE SIGNED: 04/15/2015

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 15, 2015, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") and each Person that becomes a "Grantor" hereunder pursuant to the terms of Section 15 hereof (each such Person together with the Borrowers and the Guarantors, collectively, the "Grantors" and each individually, a "Grantor"), and (c) Crystal Financial LLC (in its individual capacity, "Crystal"), as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other 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:

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 15, 2015 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) the other Credit Parties from time to time party thereto, (iii) the Administrative Agent, (iv) Crystal, as L/C Issuer, and (v) the lenders from time to time party thereto (collectively, the "Lenders"), pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to issue, or arrange for the issuances of, Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of April 15, 2015 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Administrative Agent, pursuant to which each Grantor grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Administrative Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright

registrations and copyright applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

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

“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.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on Exhibit A 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.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement).

“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 any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Administrative Agent (for its own benefit and the benefit of the other 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 such 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.
- (b) All Patents.
- (c) All Trademarks.

(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 each 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 Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, the term "IP Collateral" shall not include (a) intent-to-use trademark filing or application or (b) any rights or interests in any contract, lease, license, charter or license agreement covering personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408 or 9-409 of the UCC or other applicable law, (ii) to limit, impair or otherwise affect the Secured Parties' continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Receivables, or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition).

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

(a) Except to the extent failure to pay could not reasonably be expected to have a Material Adverse Effect, 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) Except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, 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) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, at the Grantors' 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) Except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, at the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

For the avoidance of doubt, the abandonment of Wet Seal Trademark shall be deemed to constitute a Material Adverse Effect.

Notwithstanding the foregoing, so long as no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (x) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (y) 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. Grantors' Representations and Warranties. Each of the Grantors represent and warrant that:

(a) Exhibit A contains a true, correct and complete list of all United States copyright registrations and copyright applications for registration owned by such Grantor as of the date hereof.

(b) Exhibit A contains a true, correct and complete list of all United States patents and patent applications for registration owned by such Grantor as of the date hereof.

(c) Exhibit A contains a true, correct and complete list of all United States trademark and service mark registrations, trademark and service mark applications for registration owned by such Grantor as of the date hereof.

(d) 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 Liens and Liens in favor of the Administrative Agent.

(e) Except as would not reasonably be expected to have Material Adverse Effect, such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. Except as would not reasonably be

expected to have Material Adverse Effect, no claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Documents. Except as would not reasonably be expected to have Material Adverse Effect, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. Except as set forth in the Loan Documents, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such 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 such Grantor.

(f) Such Grantor hereby authorizes Borrower Representative to give the Administrative Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Such 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 such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

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

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

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, 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 such Grantor's ownership of, or the validity of, any Intellectual Property or such 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 other than items expressly excluded from the definition of "IP Collateral". Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall deliver to the Administrative Agent an updated Exhibit A to this Agreement and each Grantor hereby authorizes the Administrative Agent to file, at such Grantor's expense, such updated Exhibit as set

forth in Section 5(b) for any acquisition of any additional Intellectual Property set forth on such updated Exhibit A.

(b) Upon the reasonable request of the Administrative Agent, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Administrative Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Subject to clause (e) below, the Grantors shall have the 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 Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) Following an Event of Default, the Grantors shall provide the Administrative Agent with prior written notice of the institution of any legal proceedings by the Grantors for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral to the extent not otherwise expressly excluded from the definition thereof.

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

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

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

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

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

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Administrative Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Administrative 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

Administrative Agent that an Event of Default has occurred and is continuing and that the Administrative Agent is authorized to exercise such rights and remedies.

SECTION 9. Administrative Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity and during such time the Administrative Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the other Secured Parties:

(i) To supplement and amend from time to time Exhibit A of this Agreement to include any new or additional Intellectual Property of such Grantor.

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

(iii) To execute all such instruments, documents, and papers as the Administrative 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 power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Administrative Agent.

(c) The Administrative 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 Administrative 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.

SECTION 10. Administrative Agent's Rights.

(a) Any use by the Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement, the Credit Agreement 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 Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative 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.

SECTION 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 Administrative 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 Administrative Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Administrative 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. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) all of the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees and other Secured Obligations (other than contingent indemnification obligations for which claims have not been asserted) shall have been paid in full in cash, (iii) all Letters of Credit shall have expired or terminated or been cash collateralized or backstopped by a letter of credit reasonably acceptable to the Administrative Agent and the L/C Issuer to the extent provided in the Credit Agreement, and (iv) all Letter of Credit disbursements and Unreimbursed Amounts shall have been reimbursed, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor or any other Credit Party. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

SECTION 14. Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)).

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO EACH IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN

DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER, THE OTHER CREDIT PARTIES SIGNATORY HERETO OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 15. Additional Grantors. If, at the option of the Borrowers or as required pursuant to Section 6.12 of the Credit Agreement, a Person that is not a Grantor is required to become a Grantor hereunder (such person, an “Additional Grantor”), such Person shall execute a joinder agreement in the form of Exhibit B (an “IP Security Agreement Supplement”), and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, notice of which is hereby waived by the Grantors, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Grantor’s execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the Closing Date, and the Administrative Agent, for itself and for the benefit of the Secured Parties, shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder.

SECTION 16. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01 of the Credit Agreement, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

MADOR FINANCING, LLC, a Delaware limited liability company

By: _____

Name: Raymond C. French

Title: Authorized Person

THE WET SEAL, LLC, a Delaware limited liability company

By: _____

Name: Thomas Hillebrandt

Title: Chief Financial Officer

THE WET SEAL GIFT CARD, LLC, a Virginia limited liability company

By: _____

Name: Thomas Hillebrandt

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

PLEDGORS:

MADOR FINANCING, LLC, a Delaware limited liability company

By: _____
Name: Raymond C. French
Title: Authorized Person

THE WET SEAL, LLC, a Delaware limited liability company


By:  _____
Name: Thomas Hillebrandt
Title: Chief Financial Officer

THE WET SEAL GIFT CARD, LLC, a Virginia limited liability company

By:  _____
Name: Thomas Hillebrandt
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL LLC, as
the Administrative Agent

By: 
Name: Rebecca E. Tarby
Title: Managing Director

SCHEDULE I

Borrowers

Mador Financing, LLC, a Delaware limited liability company
The Wet Seal, LLC, a Delaware limited liability company
The Wet Seal Gift Card, LLC, a Virginia limited liability company

SCHEDULE II

Guarantors

None.

IP SECURITY AGREEMENT EXHIBIT A
Intellectual Property

1. TRADEMARK REGISTRATIONS/APPLICATIONS

See attached.

2. COPYRIGHTS

	U.S. Copyright	Reg. No. Reg. Date		Status
U.S.	AB Bead Design on Fabric	VA1328404 05/03/05	Visual Arts	Registered
U.S.	AB SHIELD Applique	VA1326957 05/03/05	Visual Arts	Registered
U.S.	ENCHANTMENT Embroidery/Beaded Design on Jeans	VA1331718 07/01/05	Visual Arts	Registered
U.S.	FOLKLORIC Embroidery/Beaded Design	VA1331719 07/01/05	Visual Arts	Registered
U.S.	JADED JEWELS Bead Design on Denim, Visual	VA1334478 07/01/05	Visual Arts	Registered
U.S.	NASHVILLE Embroidery/Beaded Design	VA1331720 07/01/05	Visual Arts	Registered
U.S.	BEADED BOUQUETS Embroidery/Beaded Design on Jeans	VA1337015 07/01/05	Visual Arts	Registered
U.S.	Rosebud: Large Rose	VA391067 04/17/90	Visual Arts	Registered
U.S.	Ditsy Rose	VA391066 04/17/90	Visual Arts	Registered
U.S.	Aztec Blanket Print Style No. 903817-E	VA573657 06/15/93	Visual Arts	Registered

3. PATENTS

None.

**Trademark Status Report
The Wet Seal, Inc.**

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	ARDEN B (Stylized)	C044591- 0231574-	76/378913 03/06/02	2,879,970 08/31/04	Jewelry, namely, bracelets, rings, earrings, necklaces in Class 14; handbags, purses in Class 18; women's clothing, namely, shoes, tops, tank tops, sweatshirts, sweaters, blouses, vests, shirts, shorts, pants, jeans, skirts, jumpsuits, outerwear, namely, blazers, coats, jackets and rain wear, suits, camisoles, underwear, hosiery, scarves, hats, swimwear in Class 25; hair ornaments, namely, clips, holders, sticks in Class 26.	Registered	08/31/24
U.S.	ARDEN B (Stylized)	C044591- 0231581	76/378912 03/06/02	2,795,689 12/16/03	Retail apparel stores featuring women's clothing, footwear, hats and clothing accessories in Class 35.	Registered	12/16/23
U.S.	ARDEN B (Stylized)	C044591- 0311834	85/073607 06/29/10	3,914,458 02/01/11	Sunglasses; eyeglasses in Class 9	Registered	02/01/21
U.S.	ARDEN B (International Reg.) (Extension of Protection to Singapore & Switzerland)	C044591- 0330129 & 0330111	n/a	1105350 12/16/11	Jewelry, namely, bracelets, rings, earrings, necklaces in Class 14; handbags, purses in Class 18; women's clothing, namely, shoes, tops, tank tops, sweatshirts, sweaters, blouses, vests, shirts, shorts, pants, jeans, skirts, jumpsuits, outerwear, namely, blazers, coats, jackets and rain wear, suits, camisoles, underwear, hosiery, scarves, hats, swimwear in Class 25; hair ornaments, namely, clips, holders, sticks in Class 26.	Registered, based on prior U.S. Registrations	12/16/21
U.S.	ARDEN B (Word only)	C044591- 0306450	86245674 04/08/14	4644500 11/25/2014	Retail and on-line retail store services in the field of clothing and accessories, in Class 35.	Registered	11/25/20 (8&15)
U.S.	B. REWARDED	C044591- 0231578-	78/862810 04/17/06	3222313 03/27/07	Incentive award programs, namely, the distribution of points to be used toward the purchase of merchandise in the field of fashion in Class 35.	Registered	03/27/17

TRADEMARK

REEL: 005498 FRAME: 0273

Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	BLINK	C044591-0334425	78/776706 12/19/05	3,173,864 11/21/06	Women's and junior's clothing, namely, swimwear, beach and bathing cover-ups; sportswear namely, tops, bottoms, shorts, skirts, pullovers and sweatshirts	Registered	11/21/16
U.S.	BLINK BY WET SEAL	C044591-0309377	85/007343 04/06/10	4,380,482 08/06/13	Women's and children's clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, shorts, capris, jeans, denims, shorts, pants, sweatpants, leggings, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear in Class 25	Registered	08/06/23
U.S.	BLINK BY WET SEAL	C044591-0309376	85/007361 04/06/10	4,368,866 07/16/13	Retail store services featuring clothing, namely, tops, knit shirts, polo shirts, shirts, jumpers, T-shirts, sweat shirts, blouses, blazers, sweaters, jackets, vests, coats, ponchos, dresses, skirts, trousers, pants, overalls, jeans and denim trousers, shorts, camisoles, lingerie, sleepwear, underwear, swim wear, gloves, ties, scarves, headscarves, shawls, leather belts, fabric belts, socks, hosiery, headgear, namely, hats, caps, footwear, namely, athletic footwear, beach footwear, and slippers, and on-line retail store services featuring clothing, namely, tops, knit shirts, polo shirts, shirts, jumpers, T-shirts, sweat shirts, blouses, blazers, sweaters, jackets, vests, coats, ponchos, dresses, skirts, trousers, pants, overall, jeans and denim trousers, shorts, camisoles, lingerie, sleepwear, underwear, swim wear, gloves, ties, scarves, headscarves, shawls, leather belts, fabric belts, socks, hosiery, headgear, namely, hats, caps, footwear, namely, athletic footwear, boots, casual shoes and slippers in Class 35.	Registered	07/16/23

TRADEMARK

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Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	BLUE ASPHALT	C044591- 0231575	74/634185 02/14/95	2171518 07/07/98	Clothing, footwear, headgear.; Shirts, T-shirts, sweaters, shorts, pants, skirts, jeans, tops, and dresses in Class 25.	Registered	07/07/18
U.S.	Butterfly Design	C044591- 0231577	78/887280 05/18/06	3249286 06/05/07	Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear in Class 25.; Retail and online retail store services in the field of clothing and accessories in Class 35.	Registered	06/05/17
U.S.	CHIC BOUTIQUE	C044591- 0311492	85/063568 06/15/10	4,057,171 11/15/11	Downloadable computer game software for use on wireless devices and computers, in Class 9. Providing temporary use of non-downloadable electronic game software delivered via computer and wireless devices by means of a global computer network; entertainment services, namely, providing on-line computer games for social networking applications and on social networking websites, in Class 41	Registered	11/15/21
U.S.	CLUB BY ARDEN B	C044591- 354722	86/040604 08/16/13	4,498,096 03/18/14	Women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, footwear, namely, boots, shoes, leisure shoes, sandals, sneakers, loafers and slippers, in Class 25 Retail store services and on-line retail store services in the field of	Registered	03/18/24

Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	CONTEMPO CASUALS	C044591- 0231644	73/691917 10/26/87	1543610 06/13/89	clothing and accessories, in Class 35 Clothing, footwear, headgear.; Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services.; 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 in class 25; Retail store services specializing in the sale of women's apparel (excluding footwear) and accessories in Class 42.	Registered	06/13/19
U.S.	CONTEMPO CASUALS (& Line Design)	C044591- 0231643	74/400801 06/11/93	1850750 08/23/94	Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services.; Retail store services specializing in women's apparel and accessories in Class 42.		08/23/14
U.S.	DAWN TO DUSK	C044591 0356371	86/037868 08/14/13	n/a	clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, shorts, capris, jeans, shorts, pants, sweatpants, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear, in Class 25 retail and online retail store services in the field of clothing and accessories, in Class 35	Allowed	

TRADEMARK

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Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	DUSK TO DAWN	C044591- 0356370	86/037828 08/1413	n/a	Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear, in Class 25 Retail and online retail store services in the field of clothing and accessories, in Class 35	Allowed	
U.S.	ENR EVOLUTION NOT REVOLUTION	C044591- 0353090	86/033797 08/09/13	n/a	Women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, footwear, namely, boots, shoes, leisure shoes, sandals, sneakers, loafers and slippers, in Class 25		
U.S.	FASHION INSIDER	C044591- 0232693	77/731914 05/07/09	3,82,6181 07/27/10	Magnetically encoded plastic transaction cards and non-encoded plastic cards, for use as promotional cards; Magnetically encoded plastic transaction cards and non-encoded plastic cards, for use as frequent buyer incentive cards in Class 9; Frequent buyer and customer loyalty program, namely, administration of a discount program for enabling participants to obtain discounts on goods and services through use of a discount membership card; retail store services for clothing and accessories and featuring a frequent buyer	Registered	07/27/20

TRADEMARK

REEL: 005498 FRAME: 0277

Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	FASHION RIGHT. ALL DAY ALL NIGHT.	C044591- 0350836	85/514726 01/12/12	4,478,533 02/04/14	program in Class 35 Women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers in Class 25	Registered	02/04/24
U.S.	FIT IN. STAND OUT.	C044591- 0231640	77/090438 01/24/07	3296943 09/25/07	Retail store services and on-line retail store services in the field of clothing and accessories in Class 35.	Registered	09/25/17
U.S.	GET IT. WEAR IT. FLAUNT IT.	C044591- 0231642	78/584920 03/10/05	3140432 09/05/06	Retail apparel store services and on-line retail store services in the field of men's, women's and children's clothing, footwear, hats and accessories in Class 35.	Cancelled	09/05/16
U.S.	I RUNWAY	C044591- 0304317	77/882427 11/30/09	4,198,876 08/28/12	Providing fashion design information by means of an electronic service delivered via computer and wireless devices by means of a global computer network in Class 42	Registered	08/28/22
U.S.	I RUNWAY	C044591- 0304316	77/882430 11/30/09	4218185 10/02/12	Computer online ordering services in the field of women's and children's clothing, footwear, hats and clothing accessories in Class 35	Registered	10/02/22
U.S.	LOVE THE TREND-HATE TO SPEND	C044591- 0233463	77/733951 05/11/09	3,842,613 08/31/10	Magnetically encoded plastic transaction cards and non-encoded plastic cards, for use as promotional cards; Magnetically encoded plastic transaction cards and non-encoded plastic cards, for use as frequent buyer incentive cards in Class 9; Frequent buyer and customer loyalty program, namely, administration of a discount program for enabling participants to obtain discounts on goods and	Registered	08/31/20

TRADEMARK

REEL: 005498 FRAME: 0278

Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	LIFE'S A BLUR, FOCUS ON FASHION (U.S.) (Word)	C044591-0318563	85/321774 05/16/11	4,076,847 12/27/11	services through use of a discount membership card; retail store services for clothing and accessories and featuring a frequent buyer program in Class 35 Magnetically encoded plastic transaction cards for use as promotional cards and frequent buyer incentive cards, in Class 9. Administration of program for enabling participants to obtain goods and services through use of gift cards; retail store services featuring clothing and accessories, in Class 35. Contest and incentive award programs designed to reward program participants who shop and purchase clothing and accessories offered for sale through online and brick and mortar sources; contest and incentive award programs promoting the sale of clothing and accessories for commercial purposes, in Class 41.	Registered	12/27/21
U.S.	ROCK THESE BLUES	C044591-0325601	85/456911 10/26/11	4,161,254 06/19/12	Clothing, apparel in Class 25	Registered	06/19/22
U.S.	TREND SPOT (& Butterfly Design)	C044591-0231635	78/862776 04/17/06	3249248 06/05/07	Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, shorts, capris, jeans, shorts, pants, sweatpants, leggings, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear in Class 25.; Retail and online retail store services in the field of clothing and accessories in Class 35.	Cancelled	06/05/17

TRADEMARK

REEL: 005498 FRAME: 0279

**Trademark Status Report
The Wet Seal, Inc.**

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	URBAN VIBE	C044591-0231632	75/072790 03/14/96	2217566 01/12/99	Clothing, footwear, headgear.; Women's shoes and clothing, namely, tops, bottoms, sweaters, dresses, coats, jackets, hosiery, socks, lingerie, sleepwear, hats, and belts in Class 25.	Registered	01/12/19
U.S.	WET SEAL	C044591-0231626	73/672190 07/15/87	1508250 10/11/88	Clothing for women, namely, pants, blouses, sweaters, shirts, shorts, skirts, dresses, suits, jackets, swimwear, coats, belts, scarves, underwear, pantyhose in Class 25.; Retail store services for sale of women's clothing and accessories in Class 42.	Registered	10/11/18
U.S.	WET SEAL (International Reg.)	C044591-0334809	n/a	1111835 12/14/11	Clothing for women, namely, pants, blouses, sweaters, shirts, shorts, skirts, dresses, suits, jackets, swimwear, coats, belts, scarves, underwear, pantyhose in Class 25.; Retail store services for sale of women's clothing and accessories in Class 42.	Registered, based on U.S. Registration	12/14/21
U.S.	WET SEAL	C044591-0338473	85/702009 06/15/12	4,316,787 04/09/13	Footwear, namely, boots, shoes, leisure shoes, sandals, sneakers, loafers and slippers in Class 25	Registered	04/09/23
U.S.	WET SEAL	C044591-0231628	75/365487 09/30/97	2241292 04/20/99	Catalogs in the field of men's, women's and children's clothing, footwear, hats and accessories in Class 16.; Mail order services and computer on-line ordering services in the field of men's, women's and children's clothing, footwear, hats and accessories in Class 35.	Registered	04/20/19

TRADEMARK

REEL: 005498 FRAME: 0280

Trademark Status Report
The Wet Seal, Inc.

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	WET SEAL (& W Butterfly Design)	C044591-0231629	78/862902 04/17/06	3244361 05/22/07	Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, shorts, capris, jeans, shorts, pants, sweatpants, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear in Class 25.	Registered	05/22/17
U.S.	WET SEAL + (Stylized Design)	C044591-0357236	86/038610 08/15/13	4,571,078 07/22/14	Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, shorts, capris, jeans, shorts, pants, sweatpants, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear, in Class 25 Retail and online retail store services in the field of clothing and accessories, in Class 35	Registered	07/22/24
U.S.	+ PLUS	C044591-0357773	86/050290 08/28/13	4,545,430 06/03/14	Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, tops, tank-tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, skirts, shorts, capris, jeans, shorts, pants, sweatpants, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear, in Class 25 Retail and online retail store services in the field of clothing and accessories, in Class 35	Supplemental Register	06/03/24

TRADEMARK

REEL: 005498 FRAME: 0281

**Trademark Status Report
The Wet Seal, Inc.**

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS (12/4/14)

	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal
U.S.	WET SEAL (Word) (2014)	C044591-0366406	86/245522 04/08/14	4,632,406 11/04/14	Sunglasses; carrying cases for cell phones, in Class 9.	Registered	11/04/20 (8&&15)
U.S.	WET SEAL (Word) (2014)	C044591-0366403	86/245595 04/08/14	4,632,408 11/04/14	Jewelry; necklaces; bracelets; bangles; earrings; watches, in Class 14.	Registered	11/04/20 (8&&15)
U.S.	WET SEAL (Word) (2014)	C044591-0366401	86/245551 04/08/14	4,640,746 11/18/14	Handbags, purses, satchels, wallets, backpacks, makeup bags, in Class 18.	Registered	11/18/20 (8&&15)
U.S.	WET SEAL (Word) (2014)	C044591-0366399	86/245494 04/08/14	4,632,405 11/04/14	Hair ornaments, in Class 26.	Registered	11/04/20 (8&&15)

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Bahrain	WET SEAL	C044591-0330110	91637 04/16/12	91637 04/16/12	women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Registered	04/16/22	Kingdom of Bahrain Bahrain Tower, 12th Floor Al-Khalifa Road P.O. Box 21013, Manama Kingdom of Bahrain Tel.: 00973 17210301
Brazil	BLUE ASPHALT	C044591-0231425	819825174 02/25/97	819825174 10/05/99	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disc; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.; Sunglasses in Class 9.	Registered	Renewed 10/27/19	Daniel Advogados Av. Republica do Chile, 230/6 Rio de Janeiro, RJ 20031-170 Brazil Tel: (5521) 524-4212 Fax: (5521) 524-3344 Web site: www.danieladvogados.com.br E-mail: law@danieladvogados.com.br Attorney: Andrew J. Bellingall andrew.bellingall@danieladvogados.com.br Tel. Ext.: 270
Brazil	THE WET SEAL	C044591-0231417	820323853 10/14/97	820323853 10/26/99	Mail ordering services and computer online ordering services in the field of men's, women's and children's clothing, footwear, hats and accessories, therefor in Class 42.	Registered	Renewed 10/26/19	Daniel Advogados Av. Republica do Chile, 230/6 Rio de Janeiro, RJ 20031-170 Brazil Tel: (5521) 524-4212 Fax: (5521) 524-3344 Web site: www.danieladvogados.com.br E-mail: law@danieladvogados.com.br

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Brazil	URBAN VIBE	C044591-0231423	820927058 07/22/98	820927058 02/15/05	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disc; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; Glasses and sunglasses in Class 9.	Registered	02/15/15	advogados.com.br Attorney: Andrew J. Bellingall andrew.bellingall@dancia.com.br Tel. Ext.: 270 Daniel Advogados Av. Republica do Chile, 230/6 th Floor Centro Rio de Janeiro/ RJ Brazil CEP 20031-170 Tel: (55 21) 524-4212 Fax: (55 21) 524-3344 Web site: daniel-advogados.com.br E-mail: law@daniel-advogados.com.br Attorneys: Marcelo A. Mello law@daniel-advogados.com.br Nelle A. Daniel-Shores nelle-shores@daniel-advogados.com.br Direct dial: (55 21) 2102-4300 or Ext.: 300
Chile	ARDEN B	C044591-0231421	718108 01/23/06	921,373 03/03/06	Jewelry in Class 14; Handbags, purses in Class 18; Hair ornaments in Class 26	Registered	03/03/16	Albagni, Zalasnik & CIA. Abogados – Attorneys at Law Miraflores 130 – 25 FL Santiago – Chile Tel.: 56-2-445 60 00

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The Wet Seal, Inc.

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Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Chile	ARDEN B	C044591-0231418	718105 01/23/06	921,372 03/03/06	Retail apparel stores featuring women's clothing, footwear, hats and clothing in Class 35.	Registered	03/03/16	Fax: 56-2-369 96 98 Website: www.wz.cl E-Mail: gnvas@wz.cl Attorney: Guillermo Rivas S. Albagli, Zaliasnik & CIA. Abogados – Attorneys at Law
Chile	ARDEN B	C044591-0231426	718104 01/23/06	921,371 03/03/06	Women's clothing, footwear, headwear in Class 25.	Registered	03/03/16	Miraflores 130 – 25 FL Santiago – Chile Tel.: 56-2-445 60 00 Fax: 56-2-369 96 98 Website: www.wz.cl E-Mail: gnvas@wz.cl Attorney: Guillermo Rivas S. Albagli, Zaliasnik & CIA. Abogados – Attorneys at Law

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INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Canada	WET SEAL	C044591-0231453	N/A 12/06/96	TMA333813 11/06/87	Ladies' pants, trousers, jeans, sweaters, sweat suits, jogging suits, sweat shirts, blouses, T-shirts, dresses, coats, jackets, skirts, hosiery, swimwear, stockings, socks, hats, mittens, gloves, scarves, underwear, panties and vests in Class 25.	Registered	11/06/17	Davis & Company 2800 Park Place 666 Burrard Street Vancouver, BC Canada V6C 2Z7 Web site: www.davis.ca Attorney: Euan Taylor Direct Tel: (604) 643-6301 Direct Fax: (604) 605-3755 E-mail: egan.tor@davis.ca
Canada	WET SEAL	C044591-0231428.	11134462 03/15/02	TMA699099 10/22/07	Cosmetics, namely, mascara, eye liners, eye brow pencils, eye shadow, eyelashes, face powder, dusting powder, powder compacts, 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; hair shampoo, hair conditioners, hair lotions, hair colorings, hair fragrances, color rinses, hair bleaches, color developers, color intensifiers and hair styling products, namely, hair spray, hair mousse and hair gel; 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; body, hand and face lotions and creams; cleansers, soaps, bubble bath, bath and shower gels, bath oils, bath salts, bath crystals, body powders and talc, body spray and essential oils for personal use, in	Published	10/22/22	Eye Munroe, Esq. Miller, Thompson LLP

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Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
					Class 3.; Key chains in Class 6.; Eyewear, namely, eyeglasses and sunglasses, eyeglass and sunglass holders in Class 9.; Jewelry, namely, bracelets, rings, precious stones, watches, timepieces, earrings, necklaces, belly chains, toe rings, ankle bracelets, charms, chokers, body piercing rings, body piercing studs, broaches; belt buckles of precious metal for clothing, in Class 14.; Leather and imitations of leather, animal skins, hides; umbrellas, parasols and walking sticks; gloves; belts; handbags, purses, backpacks, briefcases, luggage, trunks and traveling bags; cosmetic and toiletry bags and cases sold empty.; vanity cases sold empty.; wallets and change purses in Class 18.; Picture frames in Class 20.; Cosmetic accessories, including, cosmetic brushes, sponges and applicators; hair brushes, in Class 21.; Clothing, namely, hats, caps, visors, gloves, mittens, scarves, belts, ties, socks, tights, hosiery, stockings, shoes, boots, slippers, blouses, shirts, camisoles, vests, dickies, tops, namely, tank-tops and halter tops, t-shirts, sweatshirts, pullovers, sweaters, blazers, jackets, coats, dresses, body suits, jumpsuits, skirts, shorts, pants, sweatpants, underwear, bras, panties, slips, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear, all in Class 25.; Hair ornaments, namely clips, ribbons, holders, bows, scrunches, sticks, pins, barrettes, hairclips in the nature of claws and twistlers, head bands, iron on patches; buckles for clothing, in Class 26.; Toys, namely dolls, stuffed toys, action			

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Colombia	THE WET SEAL	C044591-0231446	97067077 11/14/97	208888 05/29/98	figures, and accessories therefor in Class 28.; Retail store services for sale of women's clothing and accessories, mail order services and computer on-line ordering service in the field of men's, women's and children's clothing, footwear, hats and accessories and retail store services and on-line retail store services in the field of clothing and accessories in Class 35.	Registered	Renewal filled May 22, 2008 2 nd renewal due 05/29/18	Cavelier Abogados Edificio Siski Carrera 4 No. 72-35 Bogota 8, Colombia Tel: (57) (1) 347-3611 Fax: (57) (1) 217-9211 and (57) (1) 310-4995 Web site: www.cavelier-abogados.com E-mail: cavelier@colomsat.net.co Attorneys: Claudia Lozano & Gonzalo Perdomo
Colombia	THE WET SEAL	C044591-0231445	97067078 11/14/97	208907 05/29/98	Catalogs in Class 16.	Registered	Renewal filled May 22, 2008 2 nd renewal due 05/29/18	Cavelier Abogados Edificio Siski Carrera 4 No. 72-35 Bogota 8, Colombia Tel: (57) (1) 347-3611 Fax: (57) (1) 217-9211 and (57) (1) 310-4995 Web site: www.cavelier-abogados.com

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Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Europe	WET SEAL	C044591-0231457	626200 09/05/97	626200 06/05/99	Paper, cardboard and goods made from these materials, not included in other classes; printed matter, bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks; catalogs in Class 16.; Administration of mail orders and computer on-line orders; distribution of merchandise catalogs; advertising agency by means of direct mails, and other advertisements; providing information about goods; providing information about sale of goods; agency of clerical work for receiving orders concerning goods or services; agency of clerical work for dispatching the goods sold by mail-ordering or other goods; production of mail-ordering catalogs for sale of goods; all the services relating to men, women and children's clothing, footwear, hats and accessories therefore in Class 35.; Providing of food and drink; temporary accommodation; medical, hygienic and beauty care; veterinary and agricultural services; legal services; scientific and industrial research;	Registered	09/05/17	abogados.com E-mail: caveller@colombini.net.co Attorneys: Claudia Lozano & Gonzalo Perdomo Computer Patent Annuities Limited CPA House 11-15 Seaton Place St.Heller, Jersey JEL 1BL Channel Islands Tel: +44 (0) 1534 888711 Fax: +44 (0) 1534 826202 Web Site: www.cpaipfbal.com

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Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Europe	WET SEAL	C044591- 0231444	2647345 04/08/02	2647345 05/31/04	computer programming in Class 42. Cosmetics, mascara, eye liners, eye brow pencils, eye shadow, eyelashes, face powder, dusting powder, powder compacts, rouge, liquid rouge, foundation, concealer, lipstick, lip liner, lip gloss and makeup remover, nail polish, nail polish remover, cuticle softener and cuticle cream; fragrances, colognes, perfumes and toilet waters; hair shampoo, hair conditioners, hair lotions, hair colorings, hair fragrances, color rinses, hair bleaches, color developers, color intensifiers and hair styling products; toothpaste, mouthwash and tooth gel, sun screen, sun block and suntanning preparations; antiperspirants, deodorants; aftershave lotions; shaving lotions and cream, shaving foam, aftershave balm, astringents, skin fresheners and skin tonic; body, hand and face lotions and creams; 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 in Class 3.; Eyewear, namely, eyeglasses and sunglasses, eyeglass and sunglass holders in Class 9.; Jewelry, namely, bracelets, rings, precious stones, watches, horological and chronometric instruments, earrings, necklaces, belly chains, toe rings, ankle bracelets, charms, chokers, body piercing rings, body piercing studs, brooches; belt buckles of precious	Registered	Renewed 06/12/12 2 nd renewal due 04/08/22	Dr. Andrea Jaeger-Lenz Latham & Watkins LLP Warburgstrasse 50 20354 Hamburg, Germany/Alemania +49.40.41.40.30 Phone +49.40.41.40.31.30 Fax

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Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
India	WET SEAL	C044591-0330399	2273324 01/27/12	2273324 01/27/14	metal for clothing in Class 14.; Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; umbrellas, parasols and walking sticks; gloves; belts; handbags, purses, backpacks, briefcases, luggage, trunks and traveling bags; cosmetic and toiletry bags and cases sold empty, vanity cases sold empty; wallets and change purses in Class 18.; Picture frames in Class 20.; Cosmetic accessories, including, cosmetic brushes, sponges and applicators; hair brushes in Class 21.; 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, shorts, pants, sweatpants, underwear, bras, panties, slips, camisoles, teddies, nightgowns, pajamas, sleep shirts, bathrobes, lingerie, beach cover-ups, swimwear, rainwear, all in Class 25.; Hair ornaments, namely, clips, ribbons, holders, bows, scrunchies, sticks, pins, barrettes, hairclips in the nature of claws and twistlers, head bands; iron on patches; buckles for clothing in Class 26.; Toys in Class 28.; Retail store services and on-line retail store services in Class 35.	Pending	01/27/22	Santa Mehra, Esq. Tanmay Joshi, Esq. Remfy House at the Millennium

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Jamaica	WET SEAL	C044591-0330127	59607 01/11/12	59607 01/11/12 (remains same)	pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hostery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Published		Plaza New Delhi, India Remfry-Sagar@remfry.com
Japan	BLUE ASPHALT	C044591-0231456	9-167688 10/15/97	4350971 01/14/00	women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hostery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Registered	01/11/22	Kerry-Ann Heavens, Esq. Myers, Fletcher & Gordon Attorneys-at-Law 21 East Street Kingston, Jamaica E-mail: kerry-ann.heavens@mfg.com.jm Tel: 876-922-5860 ext. 2408 Tel: 1 888 772 8387 (US Toll Free)
Japan	CONTEMPO CASUALS (Word Only)	C044591-0332978	2012-5870 01/31/2012	Pending	Advertising; business management; business administration; office functions.; Supplying of on-line commercial sales information for clothing, footwear, accessories and other goods; mail order agencies in Class 35.	Registered	01/14/20	Nakamura & Partners New Tokyo Building 3-1, Marunouchi 3-Chome Chiyoda-Ku, Tokyo 100-8355 Japan Tel: (03) 3211-8741 Fax: (03) 3214-6358 or (03) 3214-6359
Japan	CONTEMPO CASUALS (Word Only)	C044591-0332978	2012-5870 01/31/2012	Pending	Women's and children's clothing, clothing, blouses, Y-Shirts and shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, Capri pants, jeans pants, shorts, trousers and pants,	Pending registration		Nakamura & Partners New Tokyo Building 3-1, Marunouchi 3-Chome Chiyoda-Ku, Tokyo

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Japan	THE WET SEAL	C044591-0231447	9-167687 10/15/97	4303575 08/06/99	sweatpants, leggings, gloves, scarves, belts, neckties, socks, hosiery underwear, hosiery socks, underwear, nightgowns, pajamas, bathrobes, beach coats, swimwear, rainwear, shoes, boots, slippers, in Class 25 Paper, cardboard and goods made from these materials, not included in other classes; Printed matter, bookbinding material, photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks.; Advertising; business management; business administration; office functions.; Catalogs and other printed matter in Class 16. Mail order agencies; commercial sales information supply for clothing, footwear, accessories and other goods in Class 35.	Registered	02/06/20	100-8355 Japan Tel: (03) 3211-8741 Fax: (03) 3214-6358 or (03) 3214-6359 Nakamura & Partners New Tokyo Building 3-1, Marunouchi 3-Chome Chiyoda-Ku, Tokyo 100-8355 Japan Tel: (03) 3211-8741 Fax: (03) 3214-6358 or (03) 3214-6359
Japan	WET SEAL	C044591-0231449	135219/95 12/28/95	4011764 06/13/97	Tableware of precious metals, nut-crackers, pepper pots,- sugar bowls, salishakers, egg stands, napkin rings, trays, toothpick stands of precious metal; vases, flower bowls, needle cases, jewel cases, candle extinguishers and candle holders of precious metals, pouches, shoe decorations, compacts and purses of precious metals; smoker's articles of precious metals, personal ornaments, jewels and imitations of jewels, horological instruments, trophies,	Registered	06/13/17	Ozawa & Associates Noble Court Hirakawacho, Suite 505 4-13, Hirakawacho 2-chome, Chiyoda-ku Tokyo 102-0082 Japan Tel: 81-3-3234-5641 Fax: 81-3-3234-5643 Attorney: Keinosuke Ozawa E-mail: ozawa@ozwamak.jp

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Japan	WET SEAL	C044591-0231440	135220/95 12/28/95	4011765 06/13/97	commemorative shields, in Class 14. Bags or the like, pouches or the like, portable toiletry article cases, metal fittings for bags, purse clasps, umbrellas and parasols, sticks, cases, fittings of metal for canes, cane handles, in Class 18.	Registered	06/13/17	Ozawa & Associates Noble Court Hirakawacho, Suite 505 4-13, Hirakawacho 2-chome, Chiyoda-ku Tokyo 102-0082 Japan Tel: 81-3-3234-5641 Fax: 81-3-3234-5643 Attorney: Keinosuke Ozawa E-mail: ozawa@ozmark.jp
Japan	WET SEAL	C044591-0231441	135221/95 12/28/95	4011766 06/13/97	Tapes, ribbons, buttons or the like, medals for clothing (excluding those of precious metal), badges for wearing (excluding those of precious metal), buckles for clothing, brooches for clothing, pins for bonnets (excluding those of precious metal), stickers, brassards, head adornments, shoe ornaments (excluding those of precious metal), shoe eyelets, shoe laces, metal fittings for shoe laces, in Class 26.	Registered	06/13/17	Ozawa & Associates Noble Court Hirakawacho, Suite 505 4-13, Hirakawacho 2-chome, Chiyoda-ku Tokyo 102-0082 Japan Tel: 81-3-3234-5641 Fax: 81-3-3234-5643 Attorney: Keinosuke Ozawa E-mail: ozawa@ozmark.jp
Mexico	ARDEN B. (Word)	C044591-0304351	1045109 11/03/09	1131701 11/03/09	Sunglasses and Glasses, in Class 9	Registered	11/03/19	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F.

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Mexico	ARDEN B. (Word)	C044591- 0304354	1045110 11/03/09	1150962 11/03/09	Jewelry, bracelets, rings, earrings and necklaces, in Class 14	Registered	11/03/19	Mexico Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico
Mexico	ARDEN B. (Word)	C044591- 0304353	1045111 11/03/09	1140733 11/03/09	Women's clothing, namely, shoes, tops, tank tops, sweatshirts, sweaters, blouses, vests, shirts, shorts, pants, jeans, skirts, jumpsuits, outerwear, namely, blazers, coats, jackets and rainwear, suits, camisoles, underwear, hosiery, scarves, hats, swimwear, in Class 25	Registered	11/03/19	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico
Mexico	ARDEN B. (STYLIZED)	C044591- 0231439	553261 06/24/02	872949 03/28/05	Eyewear, namely sunglasses in Class 9.	Registered	Renewal filed 06/12/12 2 nd renewal due 06/24/22	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255) 5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivaw@olivares.com.mx Attorney: Alonso Camargo

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Mexico	ARDEN B. (STYLIZED)	C044591- 0231452	532264 06/24/02	868043 02/23/05	Women's clothing, namely, shoes, slippers, tops, tank tops, sweatshirts, sweaters, blouses, vests, shirts, shorts, pants, jeans, skirts, jumpsuits, outerwear, namely, blazers, coats, jackets and rainwear, suits, camisoles, underwear, hostery, scarves, hats in Class 25	Registered	Renewal filed 06/12/12 2 nd renewal due 06/24/22	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255)5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivares@olivares.com.mx Attorney: Alonso Camargo
Mexico	ARDEN B. (STYLIZED)	C044591- 0231443	532265 06/24/02	1024394 02/20/08	Hair ornaments, namely, clips, holders, sticks in Class 26	Registered	Renewed Next Renewal due: 06/24/22	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255) 5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx

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Mexico	ARDEN B. (STYLIZED)	C044591- 0231442	553266 06/24/02	804394 08/15/03	Retail apparel store services in the field of women's clothing, footwear, hats in Class 35	Registered	Renewal filed 06/12/12 2 nd renewal due 06/24/22	E-mail: olivares@olivares.com.mx Attorney: Alonso Camargo Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255) 5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivares@olivares.com.mx Attorney: Alonso Camargo
Mexico	ARDEN B. (STYLIZED)	C044591- 0231455	553262 06/24/02	818801 01/26/04	Jewelry, namely, bracelets, rings, earrings, necklaces in Class 14	Registered	Renewal filed 06/12/12 2 nd renewal due 06/24/22	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255) 5322-3000

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Mexico	BLUE ASPHALT	C044591- 0231560	05/22/08 935783	01/27/09 1081250	Glasses and sunglasses, in Class 9	Registered	05/22/18	Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivaw@olivares.com.mx Attorney: Alonso Camargo Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255)5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivaw@olivares.com.mx Attorney: Mauricio Narvaez
Mexico	BLUE ASPHALT	C044591- 0231564	05/22/08 935784	11/28/08 1074894	Goods made from leather and imitation leather, namely handbags, purses and backpacks, in Class 18	Registered	05/22/18	Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F.

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Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Mexico	BLUE ASPHALT	C044591- 0231566	05/22/08 935785	11/28/08 1074895	Clothing, footwear, headgear, in Class 25	Registered	05/22/18	Mexico Tel: (5255) 5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivlaw@olivares.com.mx Attorney: Mauricio Narvaez Olivares & Cia Pedro Luis Ogazon 17 Col. San Angel 01000 Mexico D.F. Mexico or P.O. Box No. 12-743 03001 Mexico D.F. Mexico Tel: (5255) 5322-3000 Fax: (5255) 5322-3001 Web Site: www.olivares.com.mx E-mail: olivlaw@olivares.com.mx Attorney: Mauricio Narvaez
Norway (Madrid)	WET SEAL	C044591- 0330112	A0027600/ 12/14/11	1,508,250 (U.S.) 10/11/88	Clothing for women, namely, pants, blouses, sweaters, shirts, shorts, skirts, dresses, suits, jackets, swimwear, coats, belts, scarves, underwear, panty hose, in Class 25; Retail store services for sale of women's clothing and	Protection Granted	06/14/22	Not assigned

TRADEMARK

REEL: 005498 FRAME: 0299

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Panama	ARDEN B	C044591- 0231561	150314 04/11/06	150314 04/11/06	accessories. Jewelry, namely, bracelets, rings, precious stones, watches, horological and chronometric instruments, earrings, necklaces, belly chains, toe rings, ankle bracelets, charms, chokers, body piercing rings, body piercing studs, brooches; belt buckles of precious metal for clothing in Class 14.	Registered	04/11/16	Benedetti & Benedetti Comosa Building 21 st Floor Samuel Lewis Avenue and Manual Maria Icaza Panama or P. O. Box 0816-01071 Panama, 5 Rep. of Panama Tel: (507) 208-9000 Fax: (507) 264-5962 or (507) 268-1474 Web Site: www.benedetti.com.pa Attorney: Rosa Isabel Recarey R. E-mail: recarey@benedetti.com.pa
Panama	ARDEN B	C044591- 0231562	150310 04/11/06	150310 04/11/06	Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; umbrellas, parasols and walking sticks; gloves; belts; handbags, purses, backpacks, briefcases, luggage, trunks and traveling bags; cosmetic and toiletry bags and cases sold empty; vanity cases sold empty; wallets and change purses in Class 18.	Registered	04/11/16	Benedetti & Benedetti Comosa Building 21 st Floor Samuel Lewis Avenue and Manual Maria Icaza Panama or P. O. Box 0816-01071 Panama, 5 Rep. of Panama Tel: (507) 208-9000 Fax: (507) 264-5962 or (507) 268-1474

TRADEMARK

REEL: 005498 FRAME: 0300

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Panama	ARDEN B	C044591- 0231563	150311 04/11/06	150311 04/11/06	Clothing, headwear and footwear in Class 25.	Registered	04/11/16	Web Site: www.benedetti.com.pa Attorney: Rosa Isabel Recarey R. E-mail: rrecarey@benedetti.com.pa Benedetti & Benedetti Comosa Building 21 st Floor Samuel Lewis Avenue and Manuel Maria Icaza Panama or P. O. Box 0816-01071 Panama, 5 Rep. of Panama Tel: (507) 208-9000 Fax: (507) 264-5962 or (507) 268- 1474 Web Site: www.benedetti.com.pa Attorney: Rosa Isabel Recarey R. E-mail: rrecarey@benedetti.com.pa
Peru	BLUE ASPHALT	C044591- 0231558	48067 09/16/97	42542 01/14/98	Jewelry, namely, bracelets, rings, watches, earrings and necklaces, in Class 14.	Registered	01/14/18	Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221- 5720 Fax: (511) 441-1916 or (511) 441- 1960 Web site: www.baredamoller.com

TRADEMARK

REEL: 005498 FRAME: 0301

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Peru	BLUE ASPHALT	C044591-0231559	48065 09/16/97	42540 01/14/98	Goods made from leather and imitation leather; namely, handbags, purses, gloves, backpacks and belts, in Class 18.	Registered	01/14/18	E-mail: mail@barredamoller.com Attorney: Jose Barreda Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221-5720 Fax: (511) 441-1916 or (511) 441-1960 Web site: www.barredamoller.com E-mail: mail@barredamoller.com Attorney: Jose Barreda
Peru	BLUE ASPHALT	C044591-0231579	49743 09/16/97	13369 01/20/98	Retail store services, in Class 35.	Registered	01/20/18	Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221-5720 Fax: (511) 441-1916 or (511) 441-1960 Web site: www.barredamoller.com E-mail: mail@barredamoller.com Attorney: Jose Barreda

TRADEMARK

REEL: 005498 FRAME: 0302

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Peru	BLUE ASPHALT	C044591-0231584	48063 09/16/97	42539 01/14/98	Hair ornaments such as clips, holders, sticks, ribbons and headbands, in Class 26.	Registered	01/14/18	Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221-5720 Fax: (511) 441-1916 or (511) 441-1960 Web site: www.barredamoller.com E-mail: mail@barredamoller.com
Peru	BLUE ASPHALT	C044591-0231553	48066 09/16/97	42541 01/14/98	Optical, namely, glasses and sunglasses, in Class 9.	Registered	01/14/18	Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221-5720 Fax: (511) 441-1916 or (511) 441-1960 Web site: www.barredamoller.com E-mail: mail@barredamoller.com Attorney: Jose Barreda
Peru	THE WET SEAL	C044591-0231583	49747 09/18/97	13370 01/20/98	Mail-ordering services and computer on-line ordering services in the field of men's, women's and children's clothing, footwear, hats and accessories, in Class 35.	Registered	01/20/18	Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221-5720 Fax: (511) 441-1916 or (511) 441-

TRADEMARK

REEL: 005498 FRAME: 0303

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Peru	WET SEAL	C044592-0350272	528158 03/24/13	Pending	women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, flippers, in Class 25	Filed – pending examination	n/a	1960 Web site: www.barradamoller.com E-mail: mail@barradamoller.com Attorney: Jose Barreda Barreda Moller Av. Angamos Oeste 1200 P.O. Box 18-1419 Lima 18 Peru Tel: (511) 221-5715 or (511) 221-5720 Fax: (511) 441-1916 or (511) 441-1960 Web site: www.barradamoller.com E-mail: mail@barradamoller.com Attorney: Jose Barreda
Philippines	WET SEAL	C044592-0330406	4-2011-501953 12/28/11	4-2011-501953 06/07/12	women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Registered	06/07/22	Bernadette Marie B. Tocjayao, Esq. VeralLaw, Del Rosario Bagamasbad & Raboca Makati City, Philippines bbtocjayao@verallaw.com.ph Tel. No. (+63-2) 899-6724 Fax No. (+63-2) 899-6746 / 899-6653 www.verallaw.com

**Trademark Status Report
The Wet Seal, Inc.**

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Puerto Rico	CONTEMPO CASUALS	C044591- 0231580	03/04/94	8045 06/13/89	clothing, footwear, headgear.; 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, in Class 25.	Registered	Renewed 06/13/09 2 nd renewal due 06/13/19	Fidler Gonzalez & Rodriguez, LLP P O Box 363507 San Juan, PR 00936-3507 Tel: (787) 753-3113 Fax: (787) 759-3123 Attorney: Federico Tilen Direct dial: (787) 759-3190
Saudi Arabia	WET SEAL	C044591- 0330109	180737 04/09/12	180737 04/09/12	women's and children's clothing, namely: blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Published & pending formal COR	11/09/21	Yassin Ghani/ MAA Al Hadaf Marks Services LLC (In Cooperation with Saba & Co. IP) Al-Oula Building, Suite 404, King Fahd Road P.O. Box 61145, Riyadh 11565 Saudi Arabia Tel.: +966 1 2079596
Singapore (Madrid)	WET SEAL	C044591- 0330404	A0027600 12/14/11	1,508,250 (U.S.) 10/11/88	Clothing for women, namely, pants, blouses, sweaters, shirts, shorts, skirts, dresses, suits, jackets, swimwear, coats, belts, scarves, underwear, pantyhose, in Class 25; Retail store services for sale of women's clothing and accessories.	Protection Granted	12/24/21	Not assigned
Switzerland	WET SEAL	C044591-	A0027600	1,508,250	Clothing for women, namely, pants, blouses, sweaters,	Protection	12/14/21	Not assigned

Trademark Status Report
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December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
(Madrid)		0330125	12/14/11	(U.S.) 10/11/88	shirts, skirts, dresses, suits, jackets, swimwear, coats, belts, scarves, underwear, pantyhose, in Class 25; Retail store services for sale of women's clothing and accessories.	Granted		
Singapore (Madrid)	ARDEN B	C044591- 0330129	A0027644 12/14/11	IR Reg. No.: 1105350 (based on U.S. Reg. No.: 2,879,970) Singapore Reg. No.: T1201988A	Jewelry, namely, bracelets, rings, earrings, necklaces, in Class 14; handbags, purses, in Class 18; women's clothing, namely, shoes, tops, tank tops, sweatshirts, sweaters, blouses, vests, shirts, shorts, pants, jeans, skirts, jumpsuits, outerwear, namely, blazers, coats, jackets and rain wear, suits, camisoles, underwear, hosiery, scarves, hats, swimwear, in Class 25; hair ornaments, namely, clips, holders, sticks, in Class 26	Statement of Protection issued and made of record 08/08/2012	12/16/21	Not assigned
Switzerland (Madrid)	ARDEN B	C044591- 0330111	A0027644 12/14/11	2,879,970 (U.S.) 08/31/04	Jewelry, namely, bracelets, rings, earrings, necklaces, in Class 14; handbags, purses, in Class 18; women's clothing, namely, shoes, tops, tank tops, sweatshirts, sweaters, blouses, vests, shirts, shorts, pants, jeans, skirts, jumpsuits, outerwear, namely, blazers, coats, jackets and rain wear, suits, camisoles, underwear, hosiery, scarves, hats, swimwear, in Class 25; hair ornaments, namely, clips, holders, sticks, in Class 26	Madrid Extension Pending	12/16/21	Not assigned

TRADEMARK

REEL: 005498 FRAME: 0306

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
Trinidad/ Tobago	ARDEN B	C044591- 0330122	44767 01/05/12	Pending	women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hostery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Accepted for registration		George C.J. Moore, Barrister & Attorney Board Certified Specialist in International Law Caribbean Trademark Services 105 S. Narcissus Avenue, Suite 812 West Palm Beach, Florida 33401 Tel: (561) 833-9000 - Fax (561) 833-9990 barrister@barrister-law.com
Trinidad/ Tobago	WET SEAL	C044591- 0330123	44768 01/05/12	Pending	women's and children's clothing, namely, blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hostery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Accepted for registration		George C.J. Moore, Barrister & Attorney Board Certified Specialist in International Law Caribbean Trademark Services 105 S. Narcissus Avenue, Suite 812 West Palm Beach, Florida 33401 Tel: (561) 833-9000 - Fax (561) 833-9990 barrister@barrister-law.com

TRADEMARK

REEL: 005498 FRAME: 0307

Trademark Status Report
The Wet Seal, Inc.

December 4, 2014

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Trademark	C/M No.	App. No. App. Date	Reg. No. Reg. Date	Description of Services	Status	Renewal	Foreign Co-Counsel
United Arab Emirates	WET SEAL	C044591-0330396	173668 05/15/12	Pending	women's and children's clothing, namely: blouses, shirts, camisoles, tank-tops, t-shirts, sweatshirts, sweaters, blazers, jackets, coats, dresses, skirts, capris, jeans, shorts, pants, sweatpants, leggings, gloves, scarves, belts, ties, socks, hosiery, underwear, nightgowns, pajamas, bathrobes, beach cover-ups, swimwear, rainwear, shoes, boots, slippers, in Class 25	Allowed 07/26/12	11/09/21	Hussainali Fatehnejad/Trademark Administrator Hady Khawand/Country Manager Saba & Co. IP – United Arab Emirates Al Rostamani Building, Fourth Floor Al Itihad Street, Deira P.O. Box 42259 Dubai, United Arab Emirates Tel.: +971 4 2959 650

TRADEMARK

REEL: 005498 FRAME: 0308

EXHIBIT B

FORM OF IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of _____, 20__, is delivered pursuant to Section 15 of the IP Security Agreement defined below. The undersigned hereby agrees that this IP Security Agreement Supplement may be attached to the Intellectual Property Security Agreement, dated as of April 15, 2015 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), made by the undersigned, as a Grantor in favor of Crystal Financial LLC, as Administrative Agent.

By executing and delivering this IP Security Agreement Supplement, the undersigned, as provided in Section 15 of the IP Security Agreement, hereby becomes a party to the IP Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the undersigned, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the IP collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the IP Security Agreement.

The information set forth in Exhibit B-1 is hereby added to the information set forth in Exhibit A to the IP Security Agreement. By acknowledging and agreeing to this IP Security Agreement Supplement, the undersigned hereby agrees that this IP Security Agreement Supplement may be attached to the IP Security Agreement.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 4 of the IP Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS IP SECURITY AGREEMENT SUPPLEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

[Additional Grantor]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL LLC
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT B-1

Please see attached.