

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Torrid LLC		05/01/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Torrid Merchandising, Inc.		05/01/2015	CORPORATION: CALIFORNIA
Torrid Administration, Inc.		05/01/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3071854	
Registration Number:	3071853	
Registration Number:	3086247	
Registration Number:	3583380	DIVASTATUS
Registration Number:	3021003	DIVASTYLE
Registration Number:	2589763	TORRID
Registration Number:	3229457	SENSUOUS PLUNGE
Registration Number:	2855912	TORRID
Registration Number:	2855909	TORRID
Registration Number:	2771872	TORRID
Registration Number:	4306276	WE SWEAR BY THE FIT
Registration Number:	4254124	TORRID
Registration Number:	4376485	WE SWEAR BY THE FIT
Registration Number:	4376496	TORRID
Registration Number:	4403424	HAUTE CASH
Registration Number:	4180514	RETRO CHIC BY TORRID

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4262019	RETRO CHIC BY TORRID
Serial Number:	85746987	LEAN JEAN
Serial Number:	86206725	TORRID INSIDER
Serial Number:	86206681	TORRID INSIDER
Serial Number:	86446846	TORRID
Registration Number:	2589762	TORRID
Registration Number:	3550167	TORRID BRIDE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research,, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F155792
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	05/15/2015

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

May 1, 2015

Reference is made to the Security Agreement, dated as of May 1, 2015 (as amended, restated, supplemented, replaced or otherwise modified and in effect from time to time, the "Security Agreement"), by, among others, TORRID LLC, a California limited liability company ("Torrid"), TORRID MERCHANDISING, INC., a California corporation ("Merchandising") and TORRID ADMINISTRATION, INC., a California corporation (individually, a "Grantor", and collectively, the "Grantors"), BANK OF AMERICA, N.A., a national banking association, as administrative agent and collateral agent (in such capacity, the "Grantee") for its benefit of the other Credit Parties referred to therein, and the other parties thereto from time to time. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for its benefit and the benefit of the other Credit Parties, a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto, including, without limitation, all (i) rights and privileges arising under applicable law with respect to such Grantor's use of such Trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) goodwill of the businesses with which such Trademarks are associated, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof; *provided* that no lien or security interest shall be granted in any United States intent-to-use Trademark applications solely to the extent that, and during the period in


which, the grant of a lien or security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

THIS GRANT (this "Grant") is made to secure the payment and performance in full of all the Secured Obligations. The rights and remedies of the Grantee with respect to the lien and security interest granted herein, and the rights, privileges, immunities and protections of the Grantee in the acceptance, execution, delivery and performance of this Grant, are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

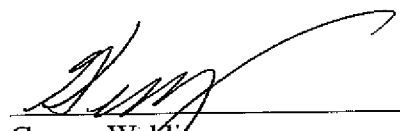
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IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

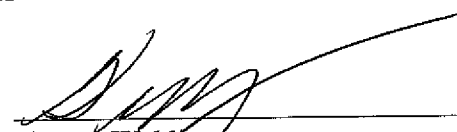
TORRID LLC, as a Grantor

By: 
Name: George Wehlitz
Title: Vice President and Chief Financial Officer


TORRID ADMINISTRATION, INC., as a Grantor

By: 
Name: George Wehlitz
Title: Vice President and Chief Financial Officer

TORRID MERCHANDISING, INC., as a Grantor

By: 
Name: George Wehlitz
Title: Vice President and Chief Financial Officer

BANK OF AMERICA, N.A., as Grantee

By: 
Name: Matthew Potter
Title: Vice President

SCHEDULE A

Grantor	Mark	App./Reg. No.	Jurisdiction
Hot Topic Merchandising, Inc.	Flaming Heart Design	3071854	United States
Hot Topic Merchandising, Inc.	Flaming Heart Design	3071853	United States
Hot Topic Merchandising, Inc.	Flaming Heart Design	3086247	United States
Hot Topic Merchandising, Inc.	DIVASTATUS	3583380	United States
Hot Topic Merchandising, Inc.	DIVASTYLE	3021003	United States
Hot Topic Merchandising, Inc.	TORRID	2589763	United States
Hot Topic Merchandising, Inc.	TORRID BRIDE	3550167	United States
Hot Topic Merchandising, Inc.	TORRID	2589762	United States
Hot Topic Merchandising, Inc.	SENSUOUS PLUNGE	3229457	United States
Hot Topic Merchandising, Inc.	TORRID	2855912	United States
Hot Topic Merchandising, Inc.	TORRID	2855909	United States
Hot Topic Merchandising, Inc.	TORRID	2771872	United States
Hot Topic Merchandising, Inc.	WE SWEAR BY THE FIT	4306276	United States
Hot Topic Merchandising, Inc.	TORRID (New Logo)	4254124	United States
Hot Topic Merchandising, Inc.	LEAN JEAN	85/746987	United States
Hot Topic Merchandising, Inc.	WE SWEAR BY THE FIT	4376485	United States
Hot Topic Merchandising, Inc.	TORRID (New Logo)	4376496	United States
Hot Topic Merchandising, Inc.	HAUTE CASH	4403424	United States
Hot Topic Merchandising, Inc.	TORRID INSIDER	86/206725	United States
Hot Topic Merchandising, Inc.	TORRID INSIDER	86/206681	United States
Hot Topic Merchandising, Inc.	TORRID	86/446846	United States
Hot Topic Merchandising, Inc.	RETRO CHIC BY TORRID & Design	4180514	United States
Hot Topic Merchandising, Inc.	RETRO CHIC BY TORRID & Design	4262019	United States