

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIMITED STORES, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	100 Federal Street, 9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4400281	UNLIMITED CONFIDENCE	
<b>Serial Number:</b>	86252480	HUNTERS RUN	
<b>Serial Number:</b>	85927586	IDEAL STRETCH	
<b>Serial Number:</b>	86605961	LEADERS OF THE UNLIMITED	
<b>Serial Number:</b>	86605949	LEADERS OF THE UNLIMITED	
<b>Serial Number:</b>	86538416	LEADING LOOKS LIKE	
<b>Serial Number:</b>	86538442	LEADING LOOKS LIKE	
<b>Serial Number:</b>	86569302	LIMITED TOO	
<b>Serial Number:</b>	86569311	LIMITED TOO	
<b>Serial Number:</b>	86569321	LIMITED TOO	
<b>Serial Number:</b>	86569332	LIMITED TOO	
<b>Serial Number:</b>	86569335	LIMITED TOO	
<b>Serial Number:</b>	86569342	LIMITED TOO	
<b>Serial Number:</b>	86569352	LIMITED TOO	
<b>Serial Number:</b>	86569358	LIMITED TOO	
<b>Serial Number:</b>	86569367	LIMITED TOO	
<b>Serial Number:</b>	86569369	LIMITED TOO	
<b>Serial Number:</b>	86569377	LIMITED TOO	
<b>Serial Number:</b>	86620048	LTD	
<b>TRADEMARK</b>			

OP \$690.00 4400281

Property Type	Number	Word Mark
Serial Number:	86620059	LTD
Serial Number:	86624795	LTD
Serial Number:	85927599	TALK IS CHIC
Serial Number:	85842193	THE LIMITED
Serial Number:	85611863	THE LIMITED
Serial Number:	86228215	THE LIMITED
Serial Number:	85611977	THE LIMITED
Serial Number:	85612008	THE LIMITED

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** Darlena Bari Stark

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F156102

**NAME OF SUBMITTER:** James Won

**SIGNATURE:** /James Won/

**DATE SIGNED:** 05/28/2015

**Total Attachments: 6**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

May 27, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LIMITED STORES, LLC, a Delaware limited liability (the "Grantor"), hereby grants to BANK OF AMERICA, N.A., as agent for its own benefit and the benefit of the other Credit Parties referred to in the Credit Agreement described below, with offices at 100 Federal Street, 9<sup>th</sup> Floor, Boston, Massachusetts 02110 (the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all General Intangibles (as defined in the Security Agreement referred to below) connected with the use of, or related to, any and all Marks (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Marks and the use thereof), (iv) 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 (as defined in the IP Security Agreement referred to below) entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (v) the right to sue for past, present and future infringements and dilutions of any of the foregoing, (vi) all of the Grantor's rights corresponding to any of the foregoing throughout the world, and (vii) all products, proceeds, substitutions, and accessions of or to any of the foregoing.


THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all Obligations, as such term is defined in that certain Credit Agreement dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by, among others, the Grantor and the Grantee. The rights

and remedies of the Grantee with respect to the security interest granted herein are as set forth in (i) the Credit Agreement, (ii) that certain Security Agreement dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”) by, among others, the Grantor and the Grantee, and (iii) that certain Intellectual Property Security Agreement dated as of August 24, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”) by, among others, the Grantor and the Grantee, all terms and provisions of which Credit Agreement, Security Agreement and IP Security Agreement are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the Security Agreement or the IP Security Agreement, GSA, the provisions of the Credit Agreement, the Security Agreement or the IP Security Agreement, as applicable, shall govern.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

LIMITED STORES, LLC, as Grantor

By:   
Name: John D. Buell  
Title: Executive Vice President,  
Chief Financial Officer,  
Chief Administrative Officer and  
Assistant Secretary

BANK OF AMERICA, N.A., as Grantee

By:   
Name: Brian P. Lindblom  
Title: Vice President

*Signature Page to Grant of Security Interest in United States Trademarks*

**TRADEMARK**  
**REEL: 005524 FRAME: 0811**

SCHEDULE A

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Application Number</b>	<b>Application/Registration Date</b>
HUNTERS RUN	n/a	86/252,480	4/15/2014
IDEAL STRETCH	n/a	85/927,586	5/9/2013
LEADERS OF THE UNLIMITED	n/a	86/605,961	4/22/2015
LEADERS OF THE UNLIMITED	n/a	86/605,949	4/22/2015
LEADING LOOKS LIKE	n/a	86/538,416	2/18/2015
LEADING LOOKS LIKE	n/a	86/538,442	2/18/2015
LIMITED TOO	n/a	86/569,302	3/19/2015
LIMITED TOO	n/a	86/569,311	3/19/2015
LIMITED TOO	n/a	86/569,321	3/19/2015
LIMITED TOO	n/a	86/569,332	3/19/2015
LIMITED TOO	n/a	86/569,335	3/19/2015
LIMITED TOO	n/a	86/569,342	3/19/2015
LIMITED TOO	n/a	86/569,352	3/19/2015
LIMITED TOO	n/a	86/569,358	3/19/2015
LIMITED TOO	n/a	86/569,367	3/19/2015
LIMITED TOO	n/a	86/569,369	3/19/2015
LIMITED TOO	n/a	86/569,377	3/19/2015
LTD	n/a	86/620,048	5/5/2015
LTD	n/a	86/620,059	5/5/2015
LTD	n/a	86/624,795	5/5/2015
TALK IS CHIC	n/a	85/927,599	5/9/2013
THE LIMITED	n/a	85/842,193	2/6/2013
THE LIMITED	n/a	85/611,863	4/30/2012

*Schedule A to Grant of Security Interest in United States Trademarks*

**TRADEMARK  
REEL: 005524 FRAME: 0812**

SCHEDULE A

THE LIMITED	n/a	86/228,215	3/21/2014
THE LIMITED	n/a	85/611,977	4/30/2012
THE LIMITED	n/a	85/612,008	4/30/2012
UNLIMITED CONFIDENCE	4400281	85/923,011	Application Date: 5/3/2013 Registration Date: 9/10/2013

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*Schedule A to Grant of Security Interest in United States Trademarks*

**RECORDED: 05/28/2015**

**TRADEMARK  
REEL: 005524 FRAME: 0813**