

01-06-1999



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M.R.D.
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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

BankBoston, N.A., as Agent
100 Federal Street
Boston, MA 02110

A national banking association

2. Name and address of receiving party:

Charlotte Russe, Inc.
4645 Morena Boulevard
San Diego, California 92117

A California corporation

3. Nature of conveyance: Partial Termination and Release of Trademark Collateral Security and Pledge Agreement

Execution date: December 23, 1998

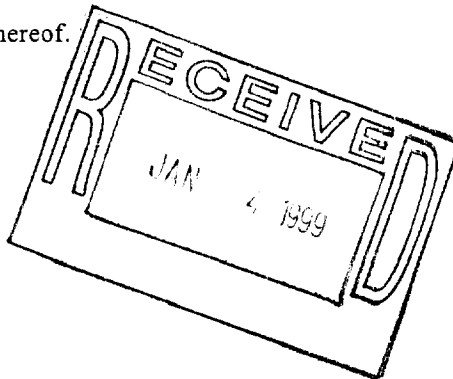
4. Application numbers and registration numbers:

A. Trademark numbers:

See Schedule A attached hereto.

B. Trademark application numbers:

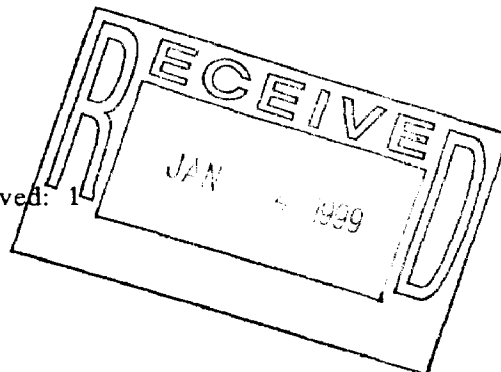
See Schedule A attached hereto.



01/05/1999 TTON11 00000128 1485692
01 FC:481 40.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed:

Christopher R. Smith, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110




6. Total number of applications and trademarks involved: 1

7. Total fee enclosed: \$40.00

8. Deposit account number: Not applicable

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.



Christopher R. Smith, Esq.
December 31, 1998

Sent via U.S. Post Office Express Mail on **December 31, 1998**, Receipt No. **EL199751266US**.

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 7

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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Charlotte Russe	1,485,692	
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PARTIAL TERMINATION AND RELEASE
OF
TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT

CHARLOTTE RUSSE, INC.

PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of December 23, 1998, by and between **BANKBOSTON, N.A.**, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent") under the Trademark Agreement (as defined herein) and **CHARLOTTE RUSSE, INC.**, a California corporation having its principal place of business at 4645 Morena Boulevard, San Diego, California 92117 (the "Borrower").

WHEREAS, the Borrower and the Agent entered into an Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of December 5, 1997 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 1666, Frame 0026 for the purpose of securing payment and performance of the Borrower's obligations under the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 5, 1997 (as amended and in effect from time to time, the "Credit Agreement") among the Borrower, Charlotte Russe Holding, Inc., the Agent and the Banks (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Borrower granted to the Agent a security interest in the Borrower's entire right, title and interest in and to the trademark identified on Exhibit A (the "Trademark");

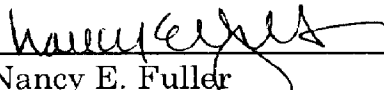
WHEREAS, the Borrower wishes to transfer all of its right, title and interest in and to the Trademark to Charlotte Russe Merchandising, Inc. (the "Subsidiary"), subject to the retention by the Borrower (and the grant by the Subsidiary to the Borrower) of a license to use the Trademark pursuant to that certain Trademark License Agreement, dated as of December 23, 1998, by and between the Borrower and the Subsidiary dated as of the date hereof; and

WHEREAS, the Agent has agreed to terminate and release its security interest in Borrower's record title to the Trademark and permit the Borrower to transfer record title to the Trademark to the Subsidiary, provided, that, contemporaneously with the Agent terminating and releasing its security interest in the Trademark, (i) the Trademark is transferred to the Subsidiary, (ii) the Subsidiary enters into a Trademark Collateral Security and Pledge Agreement with the Agent (as amended and in effect from time to time, the "Subsidiary Trademark Agreement"), in form and substance satisfactory to the Agent, pursuant to which the Subsidiary grants to the Agent, a security interest in the Subsidiary's entire,

right, title and interest in and to the Trademark, (iii) the Borrower enters into the Second Amended and Restated Security Agreement with the Agent (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Borrower grants to the Agent a security interest in, inter alia, all of the Borrower's rights under the Trademark License Agreement, and (iv) the Subsidiary consents in writing to the Agent's security interest in the Borrower's rights under the Trademark License Agreement pursuant to the Security Agreement and the Trademark Agreement;

NOW, THEREFORE, for valuable consideration, and subject to the last sentence hereof, the Agent hereby (1) terminates and releases its security interest in Borrower's record title to the Trademark. Such termination shall be effective as of the date hereof with respect to the Borrower's record title to the Trademark, but shall in no way or to any extent adversely affect or impair any of the Agent's security interests in and to the Trademark or its associated registrations, goodwill and other rights pursuant to the Subsidiary Trademark Agreement, the Trademark Agreement and the Security Agreement.

BANKBOSTON, N.A.,
as Agent

By: 

Nancy E. Fuller
Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31 day of December, 1998, personally appeared Nancy E. Fuller to me known personally, and who, being by me duly sworn, deposes and says that she is a Director of **BANKBOSTON, N.A.**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Ellen L. Van Eyken

Notary Public

My Commission Expires:

Nov. 12, 2004

EXHIBIT A

CHARLOTTE RUSSE, INC. RELEASED TRADEMARK

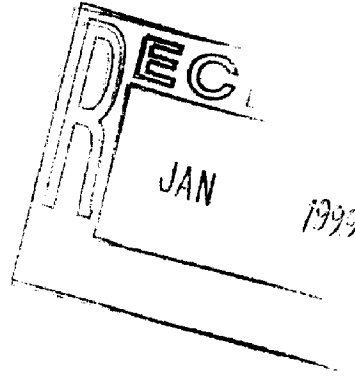
Charlotte Russe

Reg No. 1,485,692

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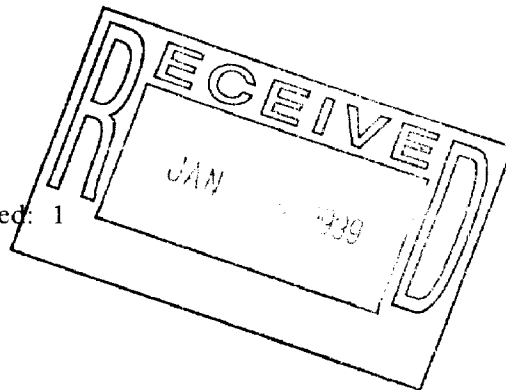
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Charlotte Russe	1,485,692	
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