

01-20-1999

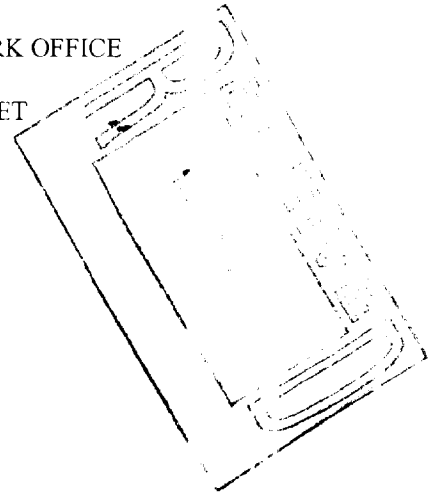


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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY



MAD 1.14.99

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

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

A California corporation

2. Name and address of receiving party:

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

A California corporation

3. Nature of conveyance: Trademark License Agreement

Execution date: December 23, 1998

4. Application numbers and registration numbers:

A. Trademark numbers:

See Schedule A.

B. Trademark application numbers:

See Schedule A.

01/19/1999 TDM11 00000136 1485692

340E

01 FC:481
02 FC:482

40.00 OP
300.00 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

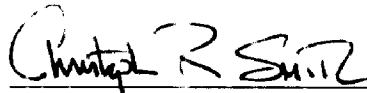
6. Total number of applications and trademarks involved: 13

7. Total fee enclosed: \$340.00

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.



A handwritten signature in black ink that reads "Christopher R. Smith". The signature is written in a cursive style and is positioned above a horizontal line.

Christopher R. Smith, Esq.

January 14, 1998

Sent via U.S. Post Office Express Mail on **January 14, 1998**, Receipt No. **EL199751252US**

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

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4
Room 335
Washington, D.C. 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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<u>Trademark</u> or <u>Service Mark</u>	<u>Pending Applications --</u> United States Patent and Trademark Office <u>Serial No</u>	<u>Filing Date</u>
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CHARLOTTE RUSSE	75-539,417	
REMLI	75-539,157	
CHARLOTTE RUSSE	75-539,156	
CHARLOTTE RUSSE	75-539,155	
REMLI	75-539,154	
REMLI	75-539,047	
CHARLOTTE RUSSE	75-539,045	
REMLI	75-539,044	
CHARLOTTE RUSSE	75-539,043	
CHARLOTTE RUSSE	75-539,040	
REMLI	75-539,039	
REMLI	75-539,038	

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and entered into as of December 23, 1998, by and between Charlotte Russe Merchandising, Inc., a California corporation having its principal place of business at 4645 Morena Boulevard, San Diego, California 92117 ("Licensor") and Charlotte Russe, Inc., a California corporation having its principal place of business at 4645 Morena Boulevard, San Diego, California 92117 ("Licensee").

1. License Grant.

Subject to the limitations set forth below, Licensor grants to Licensee and Licensee accepts a non-exclusive, royalty-bearing, worldwide license to use the marks set forth on attached Exhibit A (the "Trademarks") in connection with the goods and services associated therewith (the "Goods and Services").

2. Licensee Obligations.

(a) Quality Control.

(i) Licensee warrants that its Goods and Services under the Trademarks will be of high quality and at a minimum will meet or exceed the industry standards for such type of goods and services.

(ii) Licensee shall use the Trademarks only in forms(s) approved by Licensor. Licensee agrees to assist Licensor in monitoring the quality of the Goods and Services. Upon Licensor's written request, Licensee agrees to provide to Licensor, at Licensee's expense, samples of products using the Trademarks for Licensor to inspect. Licensee also agrees to allow Licensor access to Licensee's premises in order that Licensor may monitor the quality of Licensee's services under the Trademarks.

(iii) Licensee agrees to undertake such other steps as Licensor may reasonably request to assist Licensor in monitoring the quality of the Goods and Services.

(b) **Indemnity.** Although Licensor shall monitor the Goods and Services, Licensee acknowledges that it shall be responsible for any liability arising to third parties related to the Goods and Services. Licensee agrees to indemnify and hold Licensor harmless (including reasonable attorneys' fees) against any liability worldwide to third parties for any claims, suits, or proceedings arising from the Goods and Services. Licensor agrees to notify Licensee of any such claims and to cooperate, at Licensee's expense, in the defense of such claims.

3. Ownership.

(a) **Ownership of Trademarks.** Licensee acknowledges that it has no interest in the Trademarks except the license granted under this Agreement and that Licensor is the sole and

the Trademarks will inure solely to the benefit of Licensor and that its use of the Trademarks will not create any right, title or interest for Licensee except for the license in this Agreement.

(b) No Contest. Licensee agrees that it will not contest, oppose or challenge Licensor's ownership of the Trademarks. Licensee agrees that it will do nothing to impair Licensor's ownership or rights in the Trademarks. In particular, Licensee will not register or attempt to register the Trademarks in any jurisdiction and will not oppose Licensor's registration of the Trademarks alone or with other words or designs in any jurisdiction.

(c) Enforcement. Licensee shall give notice to Licensor of any infringement of the Trademarks by third parties. Licensee shall have no right to sue any third parties for infringement of its rights in the Trademarks without the prior written consent of Licensor.

4. Term and Termination.

(a) Term of Use. This Agreement shall continue until terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

(b) Termination for Default. In the event Licensee defaults under its obligations under this Agreement in any way, Licensor may terminate the License granted hereunder by giving notice in writing to Licensee of the default. In the event that Licensee does not correct or eliminate the default within thirty (30) days from the date of receipt of said notice, this Agreement, including the license to use the Trademarks shall terminate at the end of said thirty (30) days.

(c) Consequences of Termination. In the event of any termination or expiration of this Agreement, Licensee agrees to discontinue immediately all use of the Trademarks. In the event of such termination or expiration, Licensee shall promptly destroy or return to Licensor, at Licensee's expense, all advertising or promotion materials, stationery or other materials that bear the Trademarks.

5. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts entered into and to be performed entirely within the State of California.

(b) Notices. Any notice given under this Agreement shall be in writing and shall be delivered to the addresses first set forth below unless a party changes its address by written notice to the other party. Notices shall be deemed effectively given upon five (5) days following being mailed by certified or registered mail, return receipt requested, upon the next business day following being sent by U.S. Express Mail or by a major U.S. express document courier, or upon receipt of confirmation following transmission by facsimile machine.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall supersede any and all prior oral or written representations, conditions,

warranties, understandings, proposals or agreements between the parties regarding the subject matter hereof.

(d) **Amendment and Waiver.** No provision of this Agreement may be amended or waived except by a writing signed by both parties.

(e) **Non-Assignability and Non-transferability.** Except in connection with the sale or transfer of all or substantially all of the asserts of Licensee to a successor entity, this Agreement may not be assigned, sublicensed or transferred in any manner by Licensee without the prior written consent of Licensor.

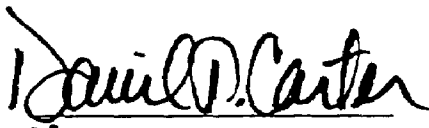
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


LICENSOR:

LICENSEE:

**CHARLOTTE RUSSE
MERCHANDISING, INC.**

CHARLOTTE RUSSE, INC.

By: 
Name: ~~DANIEL T. CARTER~~

By: 
Name: ~~DANIEL T. CARTER~~

Address: 4645 Morena Boulevard
San Diego, California
92117

Address: 4645 Morena Boulevard
San Diego, California
92117

EXHIBIT A

U.S. APPLICATIONS

U.S. Serial No. 75/539,417

U.S. Serial No. 75/539,157

U.S. Serial No. 75/539,156

U.S. Serial No. 75/539,155

U.S. Serial No. 75/539,154

U.S. Serial No. 75/539,047

U.S. Serial No. 75/539,045

U.S. Serial No. 75/539,044

U.S. Serial No. 75/539,043

U.S. Serial No. 75/539,040

U.S. Serial No. 75/539,039

U.S. Serial No. 75/539,038

U.S. REGISTRATION

U.S. Registration No. 1,485,692