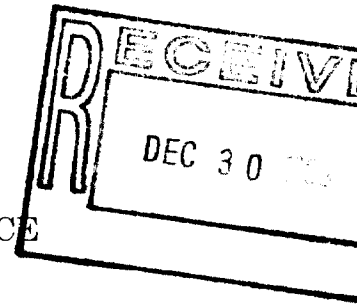


01-31-2000



101252722



MRO

12-30-99

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 Merchandising, Inc.  
4645 Morena Boulevard  
San Diego, CA 92117

A California corporation

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

Execution date: December 23, 1999

4. Application numbers and registration numbers:

A. Trademark numbers:

See Schedule A attached hereto.

B. Trademark application numbers:

See Schedule A attached hereto.

01/31/2000 DNGUYEN 00000068 75539417

01 FC:481 40.00 DP  
02 FC:482 300.00 DP

BUSDOCS:814116.1

TRADEMARK  
REEL: 002013 FRAME: 0337

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, MA 02110

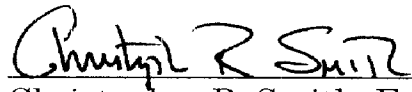
6. Total number of applications and trademarks involved: 13

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.

  
\_\_\_\_\_  
Christopher R. Smith, Esq.  
December 29, 1999

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 8

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

U.S. Patent and Trademark Office  
Office of Public Records  
Customer Service Counter  
1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, VA 22202

**SCHEDULE A**

**Trademarks and Trademark Registrations**

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
Charlotte Russe	1,485,692	

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	<u>United States Patent and Trademark Office</u> <u>Serial No.</u>	<u>Filing Date</u>
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	

**TERMINATION AND RELEASE  
OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of December 23, 1999, 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 MERCHANDISING, INC.**, a California corporation having its principal place of business at 4645 Morena Boulevard, San Diego, California 92117 (the "Company").

**WHEREAS**, pursuant to the terms of the Trademark Collateral Security and Pledge Agreement (the "Trademark Agreement"), dated as of December 23, 1998, between the Company and the Agent and recorded with the U.S. Patent and Trademark Office, the Company granted to the Agent a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A attached hereto (such trademarks referred to herein as the "Named Trademarks"); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

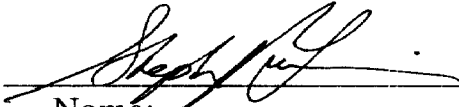
1. **Release and Assignment**. The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

**BANKBOSTON, N.A., as Agent**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

**CHARLOTTE RUSSE  
MERCHANDISING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

**BANKBOSTON, N.A., as Agent**

By: \_\_\_\_\_  
Name:  
Title:

Accepted:

**CHARLOTTE RUSSE  
MERCHANDISING, INC.**

By: David D. Carter  
Name: David D. Carter  
Title: CFO

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 )ss.  
COUNTY OF SUFFOLK )

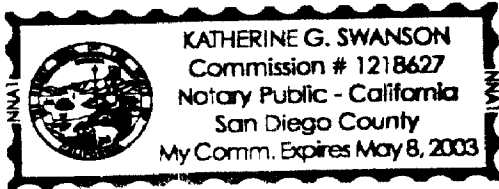
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of December, 1999, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is a \_\_\_\_\_ of **BANKBOSTON, N.A., as Agent** and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 )ss.  
COUNTY OF San Diego )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22nd day of December, 1999, personally appeared Daniel T. Carter to me known personally, and who, being by me duly sworn, deposes and says that he is a CFO of **CHARLOTTE RUSSE MERCHANDISING, INC.**, and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.



[Signature]  
Notary Public  
My Commission Expires: 5/08/03

**SCHEDULE A**

**Trademarks and Trademark Registrations**

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Charlotte Russe	1,485,692	

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
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	