

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

The Children's Place Retail Stores, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other: \_\_\_\_\_
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s): 10/30/04

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies):**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Retail Finance, LLC

Internal Address: \_\_\_\_\_

Street Address: One Boston Place

City: Boston

State: MA

Country: US Zip: 02108

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Limited Liability Company

Citizenship: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark(s):**

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

Additional sheet(s) attached?  Yes  No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

36

**7. Total Fee (37 CFR 2.6(b)(6) & 3.41):** \$ 915.00

- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

**8. Payment Information:**

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

9. Signature: 

Signature

2/9/05 Date

Christopher E. Kondracki  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 20

CH \$915.00 193545 78376323

**Conveying Party(ies)**  
**Continuation of the Information in Item 1**

The Children's Place Services Company, LLC -- Delaware -- Corporation  
Execution Date: 10/30/04

The Children's Place Canada Holdings, Inc. -- Delaware -- Corporation  
Execution Date: 10/30/04

Twin Brook Insurance Company, Inc. -- New York -- Corporation  
Execution Date: 10/30/04

Thechildrensplace.com, Inc. -- Delaware -- Corporation  
Execution Date: 10/30/04

The Children's Place (Virginia), Inc. -- Virginia -- Corporation  
Execution Date: 10/30/04

## Continuation of Item 4

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUTHENTIC PLACE	78/376,323	Pending	
BABY PLACE	75/510,401	2394007	October 10, 2000
BABY PLACE	74/398,572	1893655	May 9, 1995
BabyLuxuries	78/360,992	Pending	
BABYPLACE (Stylized)	75/661,761	2382597	September 5, 2000
BABYPLACE (Stylized)	75/661,214	2588897	July 2, 2002
BATH PLACE	75/531,646	2322468	February 22, 2000
CHILD PLACE	75/667,532	2757787	September 2, 2003
CICI AND ACE	78/435,546	Pending	
KIDS WITH AN ATTITUDE	76/032,720	Pending	
NEWBORN NECESSITIES	78/246,881	2895433	October 19, 2004
P & Design	75/486,870	2277657	September 14, 1999
PLACE (Stylized)	75/297,926	2202251	November 3, 1998
PLACE FOR LEARNING	76/032,719	2713967	May 6, 2003
PLACE PALS	76,205,054	2743323	July 29, 2003
PLACELAND	78/313,959	Pending	
PLACELAND	78/315,318	Pending	
PLC	76/385,035	2748506	August 5, 2003
RATTLES	73/540,105	1402244	July 22, 1986
READING USA Logo	78/306,774	Pending	
SHOE PLACE	76/046,687	Pending	
TCP	74/663,928	2109480	October 28, 1997
TCP	75/109,386	2111377	November 4, 1997
TEEN PLACE	76/419,463	Pending	
THE CHILDREN'S MARKET	73/513,378	1332706	April 23, 1985
THE CHILDREN'S OUTLET	73/457,760	1467689	December 1, 1987
THE CHILDREN'S PLACE	73/025,302	1020742	September 16, 1975
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THE CHILDREN'S PLACE (Stylized)	75/342,700	2165998	June 16, 1998
THE CHILDREN'S PLACE (Stylized)	73/192,163	1137068	June 17, 1980
THE CHILDREN'S PLACE OUTLET	75/268,941	2165577	June 16, 1998
THE PLACE	73/807,826	1642868	April 30, 1991
TINY SWEATS	76/288,004	2586959	June 25, 2002
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TINY TEE	76/419,462	2770458	September 30, 2003
Y PLACE	76/158,186	Pending	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of October 30, 2004 by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) Wells Fargo Retail Finance, LLC, a Delaware limited liability company, in its capacity as agent (in such capacity herein, the "Agent") for itself and the other financial institutions named in the Loan Agreement (as defined below) as Lenders (such financial institutions, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to: (a) the Fourth Amended and Restated Loan and Security Agreement dated as of October 30, 2004 (as amended, modified, supplemented or restated hereafter, the "Loan Agreement") by and among (i) the Borrowers, (ii) the Agent, and (iii) the Lenders; (b) the Guaranties dated as of October 30, 2004 executed by each of the Guarantors in favor of the Agent and the Lenders (as amended, modified, supplemented or restated hereafter, the "Guaranties"); and (c) the Security Agreements dated as of October 30, 2004 by and between each of the Guarantors and the Agent (as amended, modified, supplemented or restated hereafter, the "Security Agreements"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

The Lenders have agreed, among other things, to make Advances to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. The Guarantors have executed the Guaranties, pursuant to which each Guarantor guarantees the Obligations of the Borrowers. The obligations of the Lenders to make Advances are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantors and the Agent, on behalf of itself and each other member of the Lender Group (and each of their respective successors or assigns), hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of each of the Grantors, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof, all

applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Material Adverse Effect” shall mean a result, consequence, or outcome which constitutes a Material Adverse Change. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect.

“Patents” shall mean all letters patent and applications for letters patent of each of the Grantors, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantors, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

**"Trademark Licenses"** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the security interest granted by the Borrowers to the Agent, for the ratable benefit of the Lender Group, under the Loan Agreement and by the Guarantors to the Agent, for the ratable benefit of the Lender Group, under the Security Agreements, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby ratifies such security interest and grants to the Agent, for the ratable benefit of the Lender Group, a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the **"IP Collateral"**):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) 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 entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY GRANTORS:** Except as set forth below in this **Section 3**, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the **"Intellectual Property"**):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At the Grantors' sole cost, expense, and risk, pursue the reasonably prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **GRANTORS' REPRESENTATIONS AND WARRANTIES:** The Grantors represent and warrant that:

- (a) **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantors as of the date hereof.
- (b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.
- (c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.
- (d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

- (e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Agent.
- (f) Each of the Grantors own, or are licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Grantors consider that the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.
- (g) The Grantors shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
- (i) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).
  - (ii) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).
  - (iii) The Grantors' entering into any new Licenses.
  - (iv) The Grantors' knowing or having reason to know that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

5. **AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:**



- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of the Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GRANTORS' RIGHTS TO ENFORCE INTELLECTUAL PROPERTY:** Prior to the Agent's giving of notice to the Grantors following the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Borrowers to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) The Grantors provide the Agent with written notice of any such suit for enforcement of any Intellectual Property.
- (b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (c) Following the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 6.

7. **AGENT'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY:** In the event of:

- (a) the Grantors' failure, within five (5) days of written notice from the Agent, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or
- (b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of California, with respect to the Intellectual Property, in addition to which, in connection with the exercise of any such rights and remedies, the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Agent shall give the Grantors at least ten (10) days' prior written notice, by authenticated record, of any such intended disposition of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

- (a) The Grantors hereby irrevocably constitute and designate the Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:
- (i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property of the Grantors.
  - (ii) To exercise any of the rights and powers referenced herein.
  - (iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.
- (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **AGENT'S RIGHTS:**

- (a) Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this

Agreement, the Loan Agreement and under the Security Agreements, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

- (b) None of this Agreement, the Loan Agreement, or the Security Agreements, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the ratable benefit of the Lender Group, under the Loan Agreement and the Security Agreements. All provisions of the Loan Agreement and the Security Agreements shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement or the Security Agreements, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement and the Security Agreements with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTORS:**

**BORROWERS:**

THE CHILDREN'S PLACE RETAIL STORES, INC.

By: *Seth Udasin*  
Name: Seth Udasin  
Title: Vice President, Chief Financial Officer and Treasurer

THE CHILDREN'S PLACE SERVICES COMPANY, LLC

By: *Seth Udasin*  
Name: Seth Udasin  
Title: Manager, Vice President, Chief Financial Officer and Treasurer

**GUARANTORS:**

THE CHILDREN'S PLACE CANADA HOLDINGS, INC.

By: *Seth Udasin*  
Name: Seth Udasin  
Title: President

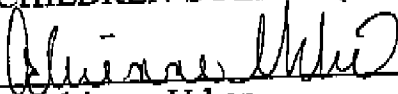
TWIN BROOK INSURANCE COMPANY, INC.

By: *Seth Udasin*  
Name: Seth Udasin  
Title: President

THECHILDRENSPLACE.COM, INC.

By: *Seth Udasin*  
Name: Seth Udasin

Title: Treasurer  
THE CHILDREN'S PLACE (VIRGINIA), INC.

By:   
Name: Adrienne Urban  
Title: President and Treasurer

WELLS FARGO RETAIL FINANCE, LLC

By:   
Name: David Molinario  
Title: Vice President

AGENT:

**SCHEDULE I**

**Borrowers**

The Children's Place Retail Stores, Inc.  
The Children's Place Services Company, LLC

**SCHEDULE II**

**Guarantors**

Twin Brook Insurance Company, Inc.  
The Children's Place Canada Holdings, Inc.  
thechildrensplace.com, inc.  
The Children's Place (Virginia), Inc.

**EXHIBIT A****List of Copyrights and Copyright Licenses****Claimant: The Children's Place Retail Stores, Inc.****Copyright Registrations and Applications**

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
Angel berry		VA-722-321	December 14, 1998
Turtle melon		VA-722-322	December 14, 1998
Grape opotarnus		VA-722-323	December 14, 1998
Spring '98 print		VA-943-086	March 29, 1999
Red, white & blue clothing collection		VA-1-207-074	August 4, 2003
Butterfly with simple daisy print		VA-1-219-188	August 18, 2003
Large and small daisy print with leaf motif		VA-1-219-189	August 18, 2003
Simple daisy print combo		VA-1-222-768	August 18, 2003
Variegated stripe pattern		VA-1-223-206	August 28, 2003

**Copyright Licenses**

None.



**EXHIBIT B**

**List of Patents and Patent Licenses**

**Patents and Patent Applications**

<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>	<u>Date of Issuance</u>
None.				

**Patent Licenses**

None.

**EXHIBIT C****List of Trademarks and Trademark Licenses****Trademark Registrations and Applications****United States:**

The Children's Place Services Company, LLC (as successor by merger to TCPIP, Inc.)

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUTHENTIC PLACE	78/376,323	Pending	
BABY PLACE	75/510,401	2394007	October 10, 2000
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Y PLACE	76/158,186	Pending	

Canada:  
 The Children's Place Services Company, LLC (as successor by merger to TCPIP, Inc.)

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE CHILDREN'S PLACE	0860501	TMA571329	November 26, 2002
KIDS PLACE	0500305	TMA306262	August 23, 1985
KIDS PLACE DESIGN	0457841	TMA288988	March 16, 1984
KIDS PLACE	0454724	TMA252940	November 21, 1980
KID'S PLACE	0412242	TMA240782	March 7, 1980
BABY PLACE	1121200	Allowed	November 6, 2001
BABY LUXURIES	1204575	Advertised	January 29, 2004
CICI AND ACE	1221038	Searched	June 21, 2004
THE CHILDREN'S PLACE			
OUTLET	1232604	Formalized	October 4, 2004
AUTHENTIC PLACE	1209014	Searched	March 9, 2004

**Trademark Licenses**

None.