TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHARLOTTE RUSSE MERCHANDISING, INC.		06/24/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2889644	REFUGE.
Registration Number:	2416273	CHARLOTTE RUSSE
Registration Number:	2416270	CHARLOTTE RUSSE
Registration Number:	2414477	CHARLOTTE RUSSE
Registration Number:	2451427	CHARLOTTE RUSSE
Registration Number:	2416269	CHARLOTTE RUSSE
Registration Number:	2416268	CHARLOTTE RUSSE
Registration Number:	1485692	CHARLOTTE RUSSE
Registration Number:	2511011	
Registration Number:	2502628	CHARLOTTE'S ROOM
Serial Number:	78597669	BLU CHIC LOUNGE
Serial Number:	78522954	CR SIGNATURE
Serial Number:	78579355	BLU CHIC

CH $515.00 2889644

Serial Number:	76358124	R.
Serial Number:	76532877	REFERENCE
Serial Number:	76532876	REFERENCE
Serial Number:	76356210	REFUGE.
Serial Number:	76356206	REFUGE.
Serial Number:	76356205	REFUGE.
Serial Number:	76356203	REFUGE.

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: BROWN RUDNICK BERLACK ISRAELS LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	20728/51
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	10/27/2005

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**TM Security Agreement**") is made as of the 24th day of June, 2005, by **CHARLOTTE RUSSE MERCHANDISING, INC.** (hereinafter, the "**Obligor**"), a California corporation with offices at 4645 Morena Boulevard, San Diego, California 92117 and **BANK OF AMERICA, N.A.**, a national banking association with offices at 40 Broad Street, Boston, MA 02109, (the "**Lender**").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated as of June 24, 2005 (as amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") made between the Obligor, Charlotte Russe, Inc., as Borrower, Charlotte Russe Holdings, Inc., Charlotte Russe Administration, Inc., and the Lender, the Lender has agreed to make certain loans and other financial accommodations available to the Borrower;

WHEREAS, pursuant to the Loan Agreement the Obligor has granted to the Lender a security interest in the Obligor's Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of the Obligor to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Obligor has executed this TM Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Obligor and the Lender agree as follows:

1. Capitalized terms used but not defined herein have the meanings set forth in the Loan Agreement.

2. To secure the Liabilities under the Loan Agreement, the Obligor hereby grants a security interest in favor of the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in and to the following and all proceeds thereof, in each case only to the extent set forth in Section 9.1 of the Loan Agreement:

a. All of the Obligor's now owned or existing or hereafter acquired or arising or licensed trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties and other 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.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of the Obligor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together

with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until the Liabilities (other than contingent indemnification obligations) have been satisfied or, if earlier, the Lender's security interest in such Marks is released or terminated pursuant to the Loan Agreement, the Obligor shall undertake the following:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks, except to the extent as would not reasonably be expected to have a Material Adverse Effect.

b. At the Obligor's sole cost, expense, and risk, take commercially reasonable efforts to pursue the 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, unless the Obligor determines in its good faith business judgment that such Marks are not material to the conduct of its business or operations.

c. At the Obligor's sole cost, expense, and risk, take any and all action which the Obligor deems, in its sole discretion, to be reasonably necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions, unless the Obligor determines in its good faith business judgment that such Marks are not material to the conduct of its business or operations and except as would not reasonably be likely to have a Material Adverse Effect.

4. Following the occurrence and during the continuance of an Event of Default, the Lender acting in its own name or in that of the Obligor may (but shall not be required to) act in the Obligor's place and stead and/or in the Lender's own right in connection therewith.

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5. The Obligor represents and warrants that:

a. Exhibit A includes all of the U.S. registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications owned as of the date hereof by the Obligor and any material trademark or service mark license agreements between Obligor and any third party (other than agreements concerning the Obligor's right to re-sell products containing the trademarks of others in the ordinary course of the Obligor's business).

b. No liens or security interests are in effect as of the date hereof or shall be granted after the date hereof in any Mark by the Obligor to any Person other than to the Lender, in each case other than Permitted Encumbrances.

6. a. In the event that the Obligor obtained rights to, and filed applications for registration of, any new trademarks, trademark licenses, trademark license renewals, or service marks, or otherwise acquired ownership of or became entitled to the benefit of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, service mark licenses, or service mark renewals (other than the Obligor's right to re-sell products containing the trademarks of others in the ordinary course of the Obligor's business) during the previous Fiscal Quarter, and the Obligor shall promptly deliver to Lender any documentation reasonably required to perfect the Lender's first priority security interest and lien in and to the foregoing, subject to Permitted Encumbrances, to the extent set forth in Section 9.1 of the Loan Agreement.

b. If the Obligor entered into any new trademark license agreement or service mark license agreement (other than with respect to the Obligor's right to re-sell products containing the trademarks of others in the ordinary course of the Obligor's business or that is not otherwise

material to the Obligor's business) during the previous Fiscal Quarter and such agreement is Collateral subject to a security interest of the Lender under Section 9.1 of the Loan Agreement, then the Obligor shall deliver to Lender within ten (10) Business Days after delivery of such notice, documentation reasonably required to perfect the Lender's first priority security interest and lien in and to the foregoing, subject to Permitted Encumbrances.

c. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described herein, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

7. Upon the occurrence and during the continuance of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the UCC, with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

8. The Obligor hereby irrevocably constitutes and designates the Lender as and for the Obligor's attorney in fact, effective with and upon the Lender's first exercise (the "**First Exercise**") of such powers following the occurrence and during the continuance of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the Lender 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 Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Liabilities (other than contingent indemnification obligations) have been satisfied, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this TM Security Agreement and the Loan Agreement shall be coextensive with the Obligor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Obligor. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence and during the continuance of an Event of Default.

10. The Lender hereby acknowledges that the Obligor shall continue to have the exclusive right, prior to notice from the Lender following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Obligor to protect the Marks against encroachment by third parties. All costs arising in connection with any infringement shall be borne by the Obligor.

11. Upon the occurrence of the End Date, the Lender shall execute and deliver to Obligor all such instruments as the Obligor reasonably may request to release any Collateral Interest in favor of the Lender created hereby or pursuant hereto.

12. The Obligor shall, at the request of the Lender, do any and all acts and execute any and all documents reasonably required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender

any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).

14. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other Collateral. This TM Security Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Obligor and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

CHARLOTTE RUSSE MERCHANDISING, INC.,
"Obligor"

By: David M Carter

Title: Secretary/Treasurer

BANK OF AMERICA, N.A.,
"Lender"

By:_____

Title:_____

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IN WITNESS WHEREOF, the Obligor and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

CHARLOTTE RUSSE MERCHANDISING, INC.,
"Obligor"

By:_____

Title:_____

BANK OF AMERICA, N.A.,
"Lender"

By:_____

Title: Managing Director

Exhibit A

The Obligor's registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

Trademark Registrations	Registration Number(s)	Date of Registration
Refuge (Stylized)	2889644	9/28/04
Charlotte Russe	2416273	12/26/00
Charlotte Russe	2416270	12/26/00
Charlotte Russe	2414477	12/19/00
Charlotte Russe	2451427	5/15/01
Charlotte Russe	2416269	12/26/00
Charlotte Russe	2416268	12/26/00
Charlotte Russe (Stylized)	1485692	4/19/88
(Design)	2511011	11/20/01
Charlotte's Room	2502628	10/30/01

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
Blu Chic Lounge and Design	78597669	3/3/05
CR Signature (Stylized)	78522954	11/24/04
Blu Chic and Design	78579355	3/3/05
R. and Design	76358124	1/11/02
Reference	76532877	7/15/03
Reference	76532876	3/1/05
Refuge (Stylized)	76356210	1/7/02
Refuge (Stylized)	76356206	1/7/02
Refuge (Stylized)	76356205	1/7/02
Refuge (Stylized)	76356203	1/7/02

Material Licensed Trademarks and Service Marks

Trademark	License Agreement
Rampage	License Agreement by and between Rampage Clothing Company and Charlotte Russe, Inc. dated as of September 30, 1997, and First Amendment to License Agreement by and between Rampage Licensing, LLC and Charlotte Russe Merchandising, Inc. dated as of October 1, 2001.

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