

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
CBI Distributing Corp.		05/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse, Cayman Island Branch, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	2521546	9-ON
Registration Number:	1427959	ACCESSORY PLACE
Registration Number:	1502133	ACCESSORY PLACE
Registration Number:	1502681	ACCESSORY PLACE
Registration Number:	1883162	AFTER THOUGHTS
Registration Number:	1343617	AFTERTHOUGHTS
Registration Number:	2888867	BEE WHO YOU WANNA BE
Registration Number:	2576419	BOTTLED ENERGY
Registration Number:	1600052	CARIMAR
Registration Number:	2813344	CLAIRE
Registration Number:	2908863	CLAIRE'S CLUB
Registration Number:	2908864	CLAIRE'S CLUB
Registration Number:	2908865	CLAIRE'S CLUB
Registration Number:	2908866	CLAIRE'S CLUB

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Registration Number:	2908867	CLAIRE'S CLUB
Registration Number:	2908868	CLAIRE'S CLUB
Registration Number:	2992613	CLAIRE'S CLUB
Registration Number:	2908861	CLAIRE'S
Registration Number:	2925470	CLAIRE'S
Registration Number:	2900024	CLAIRE'S
Registration Number:	2967212	CLAIRE'S
Registration Number:	2919171	CLAIRE'S
Registration Number:	2908860	CLAIRE'S
Registration Number:	2908859	CLAIRE'S
Registration Number:	2996103	CLAIRE'S
Registration Number:	2908858	CLAIRE'S
Registration Number:	2908857	CLAIRE'S
Registration Number:	2951866	CLAIRE'S
Registration Number:	2974652	CLAIRE'S
Registration Number:	2978984	CLAIRE'S
Registration Number:	3190840	CLAIRE'S
Registration Number:	3190839	CLAIRE'S
Registration Number:	1929317	CLAIRE'S
Registration Number:	1891172	CLAIRE'S
Registration Number:	1925359	CLAIRE'S
Registration Number:	1890335	CLAIRE'S
Registration Number:	2294937	CLAIRE'S ACCESSORIES
Registration Number:	1956047	CLAIRE'S ACCESSORIES
Registration Number:	1946557	CLAIRE'S ACCESSORIES
Registration Number:	2623039	CLAIRE'S
Registration Number:	1514045	CLAIRE'S BOUTIQUES
Registration Number:	2908862	CLAIRE'S CLUB
Registration Number:	2908191	CLAIRE'S CLUB
Registration Number:	2065959	CLAIRE'S ETC.
Registration Number:	2064149	CLAIRE'S ETC.
Registration Number:	2424626	CLAIRE'S FOLLY
Registration Number:	2856777	CLAIRE'S GARDEN FILLED WAX CANDLE
Registration Number:	2611306	D LUX
Registration Number:	2435990	D LUX

Registration Number:	1483331	DARA MICHELLE
Registration Number:	2657124	DRIVING DIVA
Registration Number:	2645328	HANDY HANDBAG HOLDER
Registration Number:	3050863	ICING BY CLAIRE'S
Registration Number:	2507329	JUST NIKKI
Registration Number:	2580796	LOOP IT
Registration Number:	2768698	MAGIKAL TRINKETS
Registration Number:	2583525	PRINCESS MINTS
Registration Number:	2517987	PRINCIE
Registration Number:	2517986	PRINCIE
Registration Number:	1951435	SENSITIVE SOLUTIONS
Registration Number:	2486550	STICK SNAPPY
Registration Number:	2762642	THE ICING
Registration Number:	1466727	THE ICING
Registration Number:	2234841	THE ICING ACCESSORIES
Registration Number:	1425700	TOPKAPI
Registration Number:	2507719	VELVET PIXIES
Registration Number:	2664513	WHERE GETTING READY IS HALF THE FUN
Registration Number:	3136920	WHERE THROWING A PARTY IS ALL THE FUN
Registration Number:	2602133	ZITZ BEGON!
Serial Number:	78589527	CLAIRE'S
Serial Number:	78557873	CLAIRE'S CLUB
Serial Number:	78557856	CLAIRE'S
Serial Number:	78554003	CLAIRE'S CLUB
Serial Number:	78442351	CLAIRE'S TREASURES
Serial Number:	78718197	
Serial Number:	78861879	ICING ICE
Serial Number:	77060053	TWIST 'N CLIP
Serial Number:	78630648	WIPE OUT

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Teresa Hu

Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2070

NAME OF SUBMITTER: Teresa Hu

Signature: /Teresa Hu/

Date: 06/25/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of May 29, 2007, between CBI Distributing Corp., a Delaware corporation (the "Grantor"), and Credit Suisse, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of May 29, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among Bauble Holdings Corp., a Delaware corporation ("Holdings"), Bauble Acquisition Sub, Inc. (which on the Closing Date shall be merged with and into Claire's Stores, Inc. with Claire's Stores, Inc. surviving such merger as the borrower), a Florida corporation (the "Borrower") and the Administrative Agent and (b) the Credit Agreement dated as of May 29, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the lenders from time to time party thereto (the "Lenders"), the Administrative Agent and the other financial institutions name therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantor are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in

any State of the United States or any other country or any political subdivision thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent to use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

CBI DISTRIBUTING CORP.

By: Rebecca Orand
Name: Rebecca Orand
Title: Vice President and Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 003566 FRAME: 0673

STATE OF NY)
) ss.
COUNTY OF NY)

On May 25, 2007, before me,
Rebecca Grand, VP and Secretary of PBI Distributing Corp. (here insert
name and title of the officer, personally appeared before me

_____, personally known to me or
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

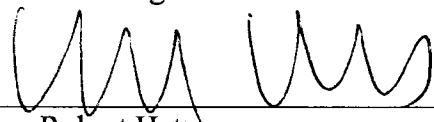
WITNESS my hand and official seal.

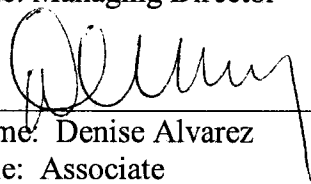


Signature of Notary Public

XIN HAO
Notary Public, State of New York
No. 01HA6161374
Qualified in New York County
Commission Expires February 26, 2011

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH
as Administrative Agent

By: 
Name: Robert Hetu
Title: Managing Director

By: 
Name: Denise Alvarez
Title: Associate

Schedule I

Trademarks and Trademark Licenses

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
9-ON	2,521,546	12/25/2001	Claire's Boutiques, Inc.
ACCESSORY PLACE	1,427,959	2/3/1987	Claire's Boutiques, Inc.
ACCESSORY PLACE (Stylized Letters)	1,502,133	8/30/1998	Claire's Boutiques, Inc.
ACCESSORY PLACE (Stylized Letters)	1,502,681	8/30/1998	Claire's Boutiques, Inc.
AFTER THOUGHTS	1,883,162	3/7/1995	CBI Distributing Corp.
AFTERTHOUGHTS	1,343,617	6/19/1985	CBI Distributing Corp.
BEE WHO YOU WANNA BE	2,888,867	9/28/2004	CBI Distributing Corp.
BOTTLED ENERGY	2,576,419	6/4/2004	CBI Distributing Corp.
CARIMAR	1,600,052	6/5/1990	CSL, Inc.
CLAIRE	2,813,344	2/10/2004	CBI Distributing Corp.
CLAIRE'S CLUB	2,908,863	12/7/2004	CSL, Inc.
CLAIRE'S CLUB	2,908,864	12/7/2004	CSL, Inc.
CLAIRE'S CLUB	2,908,865	12/7/2004	CSL, Inc.
CLAIRE'S CLUB	2,908,866	12/7/2004	CSL, Inc.
CLAIRE'S CLUB	2,908,867	12/7/2004	CSL, Inc.
CLAIRE'S CLUB	2,908,868	12/7/2004	CSL, Inc.
CLAIRE'S CLUB	2,992,613	9/6/05	CSL, Inc.
CLAIRE'S	2,908,861	12/7/2004	CBI Distributing Corp.
CLAIRE'S	2,925,470	2/8/2005	CBI Distributing Corp.
CLAIRE'S	2,900,024	11/2/2004	CBI Distributing Corp.
CLAIRE'S	2,967,212	7/12/2005	CBI Distributing Corp.
CLAIRE'S	2,919,171	1/18/2005	CBI Distributing Corp.
CLAIRE'S	2,908,860	12/7/2004	CBI Distributing Corp.
CLAIRE'S	2,908,859	12/7/2004	CBI Distributing Corp.
CLAIRE'S	2,996,103	9/13/2005	CBI Distributing Corp.
CLAIRE'S	2,908,858	12/7/2004	CBI Distributing Corp.
CLAIRE'S	2,908,857	12/7/2004	CBI Distributing Corp.
CLAIRE'S	2,951,866	5/17/2005	CBI Distributing Corp.
CLAIRE'S	2,974,652	7/19/2005	CBI Distributing Corp.
CLAIRE'S	(78-589,527)	(3/17/2005)	CBI Distributing Corp.

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
CLAIRE'S	2,978,984	7/26/2005	CBI Distributing Corp.
CLAIRE'S	3,190,840	1/2/2006	CBI Distributing Corp.
CLAIRE'S	3,190,839	1/2/2007	CBI Distributing Corp.
CLAIRE'S	1,929,317	10/24/1995	CBI Distributing Corp.
CLAIRE'S	1,891,172	4/25/1995	CBI Distributing Corp.
CLAIRE'S (Stylized Letters)	1,925,359	10/10/1995	CBI Distributing Corp.
CLAIRE'S (Stylized Letters)	1,890,335	4/18/1995	CBI Distributing Corp.
CLAIRE'S ACCESSORIES	2,294,937	7/28/1997	CBI Distributing Corp.
CLAIRE'S ACCESSORIES	1,956,047	2/13/1996	CBI Distributing Corp.
CLAIRE'S ACCESSORIES	1,946,557	1/9/1996	CBI Distributing Corp.
CLAIRE'S and Design	2,623,039	9/24/2002	CBI Distributing Corp.
CLAIRE'S BOUTIQUES and Design	1,514,045	11/22/1988	CBI Distributing Corp.
CLAIRE'S CLUB	2,908,862	12/7/2004	CBI Distributing Corp.
CLAIRE'S CLUB	(78-557,873)	(2/1/2005)	CBI Distributing Corp.
CLAIRE'S CLUB	(78-557,856)	(2/1/2005)	CBI Distributing Corp.
CLAIRE'S CLUB	(78-554,003)	(1/26/2005)	CBI Distributing Corp.
CLAIRE'S CLUB	2,908,191	12/7/2004	CBI Distributing Corp.
CLAIRE'S ETC.	2,065,959	5/27/1997	CBI Distributing Corp.
CLAIRE'S ETC. (Stylized Letters)	2,064,149	5/20/1997	CBI Distributing Corp.
CLAIRE'S FOLLY	2,424,626	1/30/2001	CBI Distributing Corp.
CLAIRE'S GARDEN FILLED WAX CANDLE and Design	2,856,777	6/22/2004	CBI Distributing Corp.
CLAIRE'S TREASURES	(78-442,351)	6/28/2004	CBI Distributing Corp.
D LUX	2,611,306	8/27/2002	Claire's Boutiques, Inc.
D LUX	2,435,990	3/13/2001	Claire's Boutiques, Inc.
DARA MICHELLE and Design	1,483,331	4/6/1988	Claire's Boutiques, Inc.
DESIGN ONLY	(78-718,197)	(9/22/2005)	CBI Distributing Corp.
DRIVING DIVA	2,657,124	12/3/2002	CBI Distributing Corp.
HANDY HANDBAG HOLDER	2,645,328	11/5/2002	CBI Distributing Corp.
ICING BY CLAIRE'S	3,050,863	1/24/2006	CBI Distributing Corp.
ICING ICE	(78-861,879)	(4/14/2006)	CBI Distributing Corp.
JUST NIKKI	2,507,329	11/13/2001	CSL, Inc.
LOOP IT	2,580,796	6/18/2002	CBI Distributing Corp.

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
MAGIKAL TRINKETS	2,768,698	9/30/2003	Claire's Boutiques, Inc.
PRINCESS MINTS	2,583,525	6/18/2002	CBI Distributing Corp.
PRINCIE	2,517,987	12/11/2001	CSL, Inc.
PRINCIE	2,517,986	12/11/2001	CSL, Inc.
SENSITIVE SOLUTIONS	1,951,435	1/23/1996	CBI Distributing Corp.
STICK SNAPPY	2,486,550	9/11/2001	Claire's Boutiques, Inc.
THE ICING	2,762,642	9/9/2003	CBI Distributing Corp.
THE ICING	1,466,727	11/24/1987	CBI Distributing Corp.
THE ICING ACCESSORIES and Design	2,234,841	3/23/1999	CBI Distributing Corp.
TOPKAPI	1,425,700	1/20/1987	Claire's Boutiques, Inc.
TWIST 'N CLIP	(77-060,053)	(12/8/2006)	CBI Distributing Corp.
VELVET PIXIES	2,507,719	11/13/2001	Claire's Boutiques, Inc.
WHERE GETTING READY IS HALF THE FUN	2,664,513	12/17/2002	CSL, Inc.
WHERE THROWING A PARTY IS ALL THE FUN	3,136,920	8/29/2006	CBI Distributing Corp.
WIPE OUT	(78-630,648)	(5/16/2005)	CBI Distributing Corp.
ZITZ BEGON!	2,602,133	7/30/2002	Claire's Boutiques, Inc.