

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
FRANCESCA'S COLLECTIONS, INC.		11/17/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	ONE LIBERTY PLAZA		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	CANADIAN BANK: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3542854	FRANCESCA'S COLLECTIONS	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Zheng Bao		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP - IP Docketing		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35614/155		
NAME OF SUBMITTER:	ZHENG BAO		
Signature:	/ZHENG BAO/		

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**TRADEMARK
 REEL: 004418 FRAME: 0811**

Date:

11/18/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2010, is entered into by and among Francesca's Collections, Inc. ("Borrower"), Royal Bank of Canada, as administrative agent ("Administrative Agent"), and Royal Bank of Canada, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders, the L/C Issuer and each other Secured Party (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2010 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Parent, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, the Collateral Agent and the other parties thereto, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower is party to the Guaranty and Security Agreement, dated as of November 17, 2010, by and among the Borrower and the Affiliates of the Borrower from time to time party thereto as other grantors, Administrative Agent and Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, Borrower hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Borrower, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Borrower of any right under any Trademark, including, without limitation, those Trademark registrations, applications for registration and IP Licenses referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Borrower hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

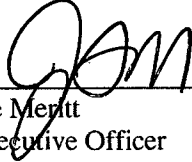
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

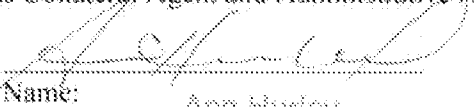
FRANCESCA'S COLLECTIONS, INC.

By:  _____
Name: John De Meritt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004418 FRAME: 0815

ROYAL BANK OF CANADA,
as Collateral Agent and Administrative Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registration

REGISTERED TRADEMARKS:

FRANCESCA'S COLLECTIONS, No. 3,542,854, issued December 9, 2008

IP LICENSES:

None.