

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
Christals Acquisition, LLC		10/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harvest Capital Credit LLC		
Street Address:	450 Park Avenue		
Internal Address:	Suite 500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4105586	CHRISTAL'S	
Registration Number:	4105575	THE FUN STARTS HERE	
Registration Number:	4105574	CHRISTAL'S	
Registration Number:	4105576	CHRISTAL'S THE FUN STARTS HERE	
Serial Number:	85376167		
CORRESPONDENCE DATA			
Fax Number:	4043226050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(404) 322-6207		
Email:	roger.mitchell@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	201 17th Street NW		
Address Line 2:	Suite 1700		

OP \$140.00 4105586

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:

Roger T. Mitchell

Signature:

/s/ Roger T. Mitchell

Date:

10/11/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 9, 2012, made by CHRISTALS ACQUISITION, LLC, a Delaware limited liability company (the “Grantor”) in favor of HARVEST CAPITAL CREDIT LLC, a Delaware limited liability company (the “Collateral Agent”), for the ratable benefit of itself and the other Holders under the Purchase Agreement described below.

INTRODUCTION

The Grantor is a party to that certain Securities Purchase Agreement dated of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Purchase Agreement”) by and among the Grantor, certain affiliates of the Grantor and the Collateral Agent.

The Grantor will execute a Security Agreement (the “Security Agreement”) dated as of the date hereof in favor of the Collateral Agent, for the benefit of itself and the other Holders, to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Holders to extend the financial accommodations contemplated by the Purchase Agreement, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. DEFINED TERMS.

Secured Parties. The collective reference to the Collateral Agent and the Holders.

Trademark License. Any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

Trademarks. (i) All registered trademarks, trade names, trade dress, service marks and other source or business identifiers including, without limitation, word marks, design marks and other types of marks, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all extensions or renewals thereof.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement or the Security Agreement, as applicable.

Section 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property 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**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Next Pages]

ACCEPTED AND ACKNOWLEDGED BY:

HARVEST CAPITAL CREDIT LLC, as Collateral Agent

By: [Signature]
Name: Ryan T. Magee
Title: Director

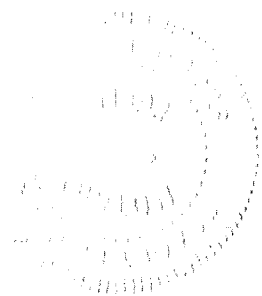
ACKNOWLEDGMENT OF AGENT

STATE OF New York)
COUNTY OF New York) ss.

On this 9th day of October, 2012 before me personally appeared RYAN T. MAGEE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HARVEST CAPITAL CREDIT LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public




TRACEY SEIDLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-SE6062627
Qualified in Kings County
My Commission Expires August 13, 2012



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Mark	Filing Date	App. No./Reg. No.
U.S.A.	CHRISTAL'S (word mark)	7/20/2011	Reg. No. 4,105,586
U.S.A.	THE FUN STARTS HERE (word mark)	7/20/2011	Reg. No. 4,105,575
U.S.A.	CHRISTAL'S & Heart Logo 	7/20/2011	Reg. No. 4,105,574
U.S.A.	CHRISTAL'S THE FUN STARTS HERE & Heart Logo 	7/20/2011	Reg. No. 4,105,576
U.S.A.	Heart Design 	7/20/2011	Appln. No. 85/376,167

Trademark Licenses

1. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts F-2, L.L.C.
2. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts F-3, L.L.C.
3. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts F-4, L.L.C.

4. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts F-5, L.L.C.
5. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts F-6, L.L.C.
6. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts M-1, L.L.C.
7. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts M-2, L.L.C.
8. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts M-3, L.L.C.
9. Trademark License Agreement between Christals Acquisition, LLC and ZJ Gifts I-1, L.L.C.