

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.		05/22/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT AND AS COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3269418	BLU CHIC
Registration Number:	3269475	BLU CHIC LOUNGE
Registration Number:	2416270	CHARLOTTE RUSSE
Registration Number:	2416268	CHARLOTTE RUSSE
Registration Number:	2416269	CHARLOTTE RUSSE
Registration Number:	2451427	CHARLOTTE RUSSE
Registration Number:	2416273	CHARLOTTE RUSSE
Registration Number:	2414477	CHARLOTTE RUSSE
Registration Number:	1485692	CHARLOTTE RUSSE
Registration Number:	2502628	CHARLOTTE'S ROOM
Registration Number:	3045824	CR SIGNATURE
Registration Number:	2511011	
Registration Number:	2889644	REFUGE.

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Registration Number:	3127246	REFUGE.
Registration Number:	3608654	BLU CHIC
Registration Number:	4309352	CR
Registration Number:	4313316	CR
Registration Number:	4313315	CR
Registration Number:	4317398	CR CHARLOTTE RUSSE
Registration Number:	4309351	CR CHARLOTTE RUSSE
Registration Number:	4309350	CR CHARLOTTE RUSSE

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Proskauer Rose LLP

Address Line 1: 11 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	40767-103
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	05/23/2013

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as administrative agent and as collateral agent (in such capacities and together with its successors and assigns in such capacities, the “Administrative Agent”), for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, CHARLOTTE RUSSE, INC., a California corporation (the “Borrower”), has entered into a Credit Agreement dated as of May 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, CHARLOTTE RUSSE HOLDING, INC., a Delaware corporation (“Holdings”), the subsidiary guarantors party thereto from time to time, the LENDERS party thereto from time to time and the Administrative Agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrower that the Grantors shall have executed and delivered that certain Security Agreement, dated as of May 22, 2012, to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all United States Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all United States Patents (other than any Excluded Property), including, without limitation, each issued United States Patent and United States Patent application identified in Schedule 1 attached hereto;
- (c) all United States Copyrights (other than any Excluded Property), including, without limitation, each United States Copyright registration and application identified in Schedule 1 attached hereto; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.


SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

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

CHARLOTTE RUSSE MERCHANDISING, INC.

By: _____



Name: Patricia Johnson

Title: Chief Financial Officer, Principal
Accounting Officer, Executive Vice
President, and Treasurer

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Charlotte Russe Merchandising, Inc.	3269418	Blu Chic and Design
Charlotte Russe Merchandising, Inc.	3269475	Blu Chic Lounge and Design
Charlotte Russe Merchandising, Inc.	2416270	Charlotte Russe
Charlotte Russe Merchandising, Inc.	2416268	Charlotte Russe
Charlotte Russe Merchandising, Inc.	2416269	Charlotte Russe
Charlotte Russe Merchandising, Inc.	2451427	Charlotte Russe
Charlotte Russe Merchandising, Inc.	2416273	Charlotte Russe
Charlotte Russe Merchandising, Inc.	2414477	Charlotte Russe
Charlotte Russe Merchandising, Inc.	1485692	Charlotte Russe (stylized)
Charlotte Russe Merchandising, Inc.	2502628	Charlotte's Room
Charlotte Russe Merchandising, Inc.	3045824	CR Signature (stylized)
Charlotte Russe Merchandising, Inc.	2511011	Heart Moon Star Design
Charlotte Russe Merchandising, Inc.	2889644	refuge. (stylized)
Charlotte Russe Merchandising, Inc.	3127246	refuge. (stylized)
Charlotte Russe Merchandising, Inc.	3608654	Blu Chic
Charlotte Russe Merchandising, Inc.	4309352	CR (stylized)
Charlotte Russe Merchandising, Inc.	4313316	CR (stylized)
Charlotte Russe Merchandising, Inc.	4313315	CR (stylized)
Charlotte Russe Merchandising, Inc.	4317398	CR Charlotte Russe
Charlotte Russe Merchandising, Inc.	4309351	CR Charlotte Russe
Charlotte Russe Merchandising, Inc.	4309350	CR Charlotte Russe