

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
CHARMING CHARLIE LLC		12/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
CHARMING CHARLIE HOLDINGS INC.		12/24/2013	CORPORATION: DELAWARE
CHARMING CHARLIE MANHATTAN LLC		12/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
POSEIDON PARTNERS CMS, INC.		12/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING INC.
Street Address:	1 PIERREPONT PLAZA
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85162082	CC
Serial Number:	85829827	CC
Serial Number:	85829830	CC
Serial Number:	85976436	CC
Serial Number:	85169990	CHARLIE GIRL
Serial Number:	85200306	CHARLIE GIRL
Serial Number:	85162076	CHARMING CHARLIE
Serial Number:	85746448	CHARMING CHARLIE
Serial Number:	85275065	CHARMING CHARLIE RSVP

CH \$340.00 85162082

Serial Number:	85285179	CHARMING CHARLIE RSVP
Serial Number:	85862675	COLOR ME FABULOUS
Serial Number:	85722638	FABULIST
Serial Number:	85740834	FIND YOUR FABULOUS

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	35613/66
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	02/28/2014

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated December 24, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Morgan Stanley Senior Funding, Inc. (“*Morgan Stanley*”), as Administrative Agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Charming Charlie LLC, a Delaware limited liability company, has entered into a Term Loan and Guarantee Agreement dated as of December 24, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Charming Charlie Holdings Inc. (“*Holdings*”), the Subsidiary Guarantors from time to time party thereto, Morgan Stanley as Administrative Agent, and each of the Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated December 24, 2013 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(a) the trademark and service mark registrations and applications set forth on Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(b) renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

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(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable U.S. government officer record this Trademark Security Agreement.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

CHARMING CHARLIE LLC

By: 
Name: Thomas J. Fitzgerald
Title: Chief Financial Officer

CHARMING CHARLIE HOLDINGS INC.

By: 
Name: Thomas J. Fitzgerald
Title: Chief Financial Officer



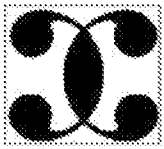

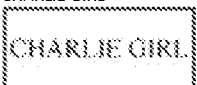

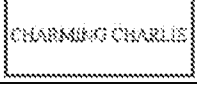
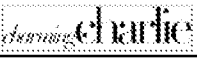
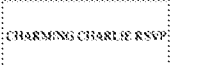

CHARMING CHARLIE MANHATTAN LLC

By: 
Name: Thomas J. Fitzgerald
Title: Chief Financial Officer

POSEIDON PARTNERS CMS, INC.



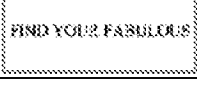
By: 
Name: Thomas J. Fitzgerald
Title: Chief Financial Officer

Schedule A Trademarks

Owner	Trademark	Application No.	Registration No.	Registration Date
Charming Charlie, Inc.	CC 	85162082	N/A	N/A
Charming Charlie, Inc.	CC 	85829827	N/A	N/A
Charming Charlie, Inc.	CC 	85829830	N/A	N/A
Charming Charlie, Inc.	CC 	85976436	4146856	May 22 2012
Charming Charlie, Inc.	CHARLIE GIRL 	85169990	N/A	N/A
Charming Charlie, Inc.	CHARLIE GIRL 	85200306	N/A	N/A
Charming Charlie, Inc.	CHARMING CHARLIE 	85162076	N/A	N/A
Charming Charlie, Inc.	CHARMING CHARLIE 	85745448	N/A	N/A
Charming Charlie, Inc.	CHARMING CHARLIE RSVP 	85275065	N/A	N/A
Charming Charlie, Inc.	CHARMING CHARLIE RSVP 	85285179	N/A	N/A

Trademark Security Agreement

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Charming Charlie, Inc.	COLOR ME FABULOUS 	85862675	N/A	N/A
Charming Charlie, Inc.	FABULIST 	85722638	N/A	N/A
Charming Charlie, Inc.	FIND YOUR FABULOUS 	85740834	N/A	N/A

Trademark Security Agreement