

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charlotte Russe Merchandising, Inc.		04/15/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86070349	TUESDAY SHOESDAY	
Serial Number:	86101689	WISH & WHIM	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767-103		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	04/15/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 15, 2014 (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 by that certain First Amendment to Credit Agreement, dated as of March 5, 2014, and as may be further 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, 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; and
- (b) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that 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.

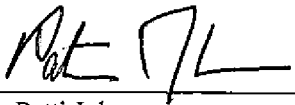
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

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, each of 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: Patti Johnson
Title: Chief Financial Officer, Principal
Accounting Officer, Executive Vice President, and
Treasurer

Accepted and agreed as of the date first written above.

JEFFERIES FINANCE LLC

By: 
Name: J. Paul McDonnell
Title: Managing Director

TRADEMARKS

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Charlotte Russe Merchandising, Inc.	86070349	Tuesday Shoesday
Charlotte Russe Merchandising, Inc.	86101689	Wish & Whim