

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Grantee		06/19/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Charming Charlie LLC		
Street Address:	5999 Savoy		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Poseidon Partners CMS, Inc.		
Street Address:	5999 Savoy		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85169990	CHARLIE GIRL	
Serial Number:	85200306	CHARLIE GIRL	
Serial Number:	85162076	CHARMING CHARLIE	
Serial Number:	85162082	CC	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan Lewis & Bockius LLP		

OP \$115.00 85169990

Address Line 4: Boston, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	Katarzyna Schmidt
SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	06/22/2015
Total Attachments: 3 source=CC - Trademark Termination 2#page1.tif source=CC - Trademark Termination 2#page2.tif source=CC - Trademark Termination 2#page3.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

June 19, 2015

WHEREAS, CHARMING CHARLIE LLC (f/k/a CHARMING CHARLIE INC.) and POSEIDON PARTNERS CMS, INC., (each, a "Grantor") have granted to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as the collateral agent for the credit parties under the Agreement referred to below (in such capacity, the "Grantee"), a continuing security interest (the "Security Interest") in (i) each Grantor's respective right, title and interest in, to and under the trademarks, trademark registrations and use based trademark applications (the "Marks") set forth on Exhibit A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the business with which the Marks are associated, and (iv) all causes of action arising prior to or after the date of the Agreement for infringement of any of the Marks or unfair competition regarding the same (the foregoing, collectively, the "Collateral"), pursuant to, among other things, a certain Grant of Security Interest in Trademarks, dated as of January 27, 2011 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement), which was filed at the United States Patent and Trademark Office on January 28, 2011 and recorded on Reel 4463, Frame 0411; and

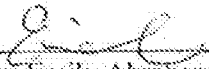
WHEREAS the Grantee has agreed to terminate the Security Interest.

NOW, THEREFORE, the Grantee hereby releases, discharges, waives and relinquishes all its rights, powers, privileges and remedies with respect to the Security Interest, and reassigns to each Grantor, as applicable, any and all interest in the Collateral, including, without limitation, the Marks set forth on Exhibit A attached hereto, and the goodwill of the business with which the Marks are associated. The Grantee agrees that, upon request of either Grantor or any successor-in-interest or assignee thereof, and at the Grantors' sole cost and expense, the Grantee will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by such Grantor, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee, by signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interest in Trademarks as of the date above first written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: Emily Abrahamson
Title: Vice President

{Signature Page to Termination of Security Interest in Trademarks}

TRADEMARK
REEL: 005557 FRAME: 0855

Exhibit A

<u>Trademarks</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Application Registration No.</u>	<u>Country</u>
CHARLIE GIRL	Charming Charlie LLC	November 5, 2010	85169990	U.S.
CHARLIE GIRL	Charming Charlie LLC	December 17, 2010	85200306	U.S.
CHARMING CHARLIE	Charming Charlie LLC	October 27, 2010	85162076	U.S.
Shopping Bag Logo Mark	Charming Charlie LLC	October 27, 2010	85162082	U.S.