

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345402

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: 2			
Property Type	Number	Word Mark	
Serial Number:	85740834	FIND YOUR FABULOUS	
Serial Number:	85976436	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		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		

OP \$65.00 85740834

SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	06/22/2015
Total Attachments: 3 source=CC - Trademark termination#page1.tif source=CC - Trademark termination#page2.tif source=CC - Trademark termination#page3.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

June 19, 2015

WHEREAS, CHARMING CHARLIE LLC (the "Grantor") has 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) the Grantor's 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 May 21, 2014 (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 May 21, 2014 and recorded on Reel 5284, Frame 0700; and

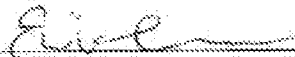
WHEREAS the Grantee has agreed to terminate the Security Interest.

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 the Grantor, 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 the Grantor or any successor-in-interest or assignee thereof, and at the Grantor's 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 the 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.


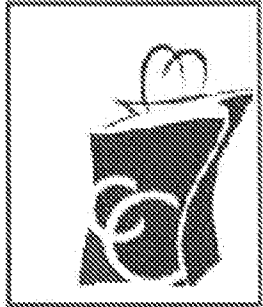
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: Emily Abrahamson
Title: Vice President

[Signature Page to Termination of Security Interest in Trademarks]

TRADEMARK
REEL: 005557 FRAME: 0870

Exhibit A

<u>Trademarks</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>	<u>Country</u>
<p>FIND YOUR FABULOUS</p> 	Charming Charlie LLC	September 28, 2012	Registered	85740834 / 4511655	U.S.
<p>CC</p> 	Charming Charlie LLC	October 27, 2010	Registered	85976436 / 4146856	U.S.