

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399229

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLSIP LLC		09/20/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3817929	...IT'S AT CLAIRE'S	
Registration Number:	1925359	CLAIRE'S	
Registration Number:	3319826	CLAIRE'S	
Registration Number:	2908857	CLAIRE'S	
Registration Number:	2908859	CLAIRE'S	
Registration Number:	1891172	CLAIRE'S	
Registration Number:	1890335	CLAIRE'S	
Registration Number:	2967212	CLAIRE'S	
Registration Number:	2974652	CLAIRE'S	
Registration Number:	1929317	CLAIRE'S	
Registration Number:	2978984	CLAIRE'S	
Registration Number:	3190839	CLAIRE'S	
Registration Number:	2900024	CLAIRE'S	
Registration Number:	2996103	CLAIRE'S	
Registration Number:	2925470	CLAIRE'S	
Registration Number:	2908861	CLAIRE'S	
Registration Number:	2951866	CLAIRE'S	
Registration Number:	1956047	CLAIRE'S ACCESSORIES	
Registration Number:	1946557	CLAIRE'S ACCESSORIES	
<b>TRADEMARK</b>			

CH \$1065.00 3817929

Property Type	Number	Word Mark
Registration Number:	2294937	CLAIRE'S ACCESSORIES
Registration Number:	1514045	CLAIRE'S BOUTIQUES
Registration Number:	3343775	CLAIRE'S CLUB
Registration Number:	2908868	CLAIRE'S CLUB
Registration Number:	2908865	CLAIRE'S CLUB
Registration Number:	2908191	CLAIRE'S CLUB
Registration Number:	2908862	CLAIRE'S CLUB
Registration Number:	2908866	CLAIRE'S CLUB
Registration Number:	2908863	CLAIRE'S CLUB
Registration Number:	2065959	CLAIRE'S ETC.
Registration Number:	2064149	CLAIRE'S ETC.
Registration Number:	3602239	CLAIRE'S
Registration Number:	2623039	CLAIRE'S
Registration Number:	4005371	SECRET SANTA CIRCLE
Registration Number:	1951435	SENSITIVE SOLUTIONS
Registration Number:	4610591	CLAIRE'S OUTLET
Registration Number:	3050863	ICING BY CLAIRE'S
Registration Number:	3743653	ICING
Registration Number:	4544654	ICING OUTLET
Registration Number:	4610511	ICING
Registration Number:	1466727	THE ICING
Registration Number:	3461876	THE ICING
Registration Number:	2234841	THE ICING ACCESSORIES

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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.*

Phone: 2027395151

Email: felicia.gordon@morganlewis.com

Correspondent Name: Dana S. Gross

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 034664.14.0947

NAME OF SUBMITTER: Dana S. Gross

SIGNATURE: /Dana S. Gross/

DATE SIGNED: 09/21/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time) (this "Agreement"), dated as of September 20, 2016, between CLSIP LLC, a Delaware limited liability company (the "Grantor"), and Wilmington Trust, National Association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of September 20, 2016 (as amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the "Security Agreement"), among the Grantor, CLSIP Holdings LLC, a Delaware limited liability company ("Holdings") and the Administrative Agent and (b) the Term Loan Credit Agreement dated as of September 20, 2016 (as amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, the lenders from time to time party thereto (the "Lenders"), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration


applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”):

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

CLSIP LLC

By:   
Name: Stephen Sernett  
Title: Secretary

[Trademark Security Agreement ~ Term Loan Credit Agreement]

**TRADEMARK**  
**REEL: 005882 FRAME: 0104**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Administrative Agent

By:   
Name: Meghan H. McCauley  
Title: Assistant Vice President

[Trademark Security Agreement -- Term Loan Credit Agreement]

**TRADEMARK**  
**REEL: 005882 FRAME: 0105**

**Schedule I**

**Trademarks and Trademark Licenses**

**1. US Claire's Marks**

<b>Country</b>	<b>Owners<sup>1</sup></b>	<b>Ownership Percentage</b>	<b>Mark</b>	<b>Classes</b>	<b>Status</b>	<b>Reg. No.</b>
<b>United States of America</b>	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	IT'S AT CLAIRE'S	35	Registered	3817929
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	14	Registered	1925359
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	3	Registered	3319826
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	9	Registered	2908857
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	16	Registered	2908859
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	25	Registered	1891172
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	42	Registered	1890335
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	20	Registered	2967212
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	35	Registered	2974652
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	5	Registered	1929317
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	16	Registered	2978984
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	35	Registered	3190839
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	24	Registered	2900024
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	14	Registered	2996103
	CBI Distributing Corp.	82.50%	CLAIRE'S	25	Registered	2925470

<sup>1</sup> The US Claire's Marks, including the federal registrations set forth on Schedule I, are jointly owned by CBI Distributing Corp. and CLSIP LLC, with CBI Distributing Corp. owning an undivided 82.50% ownership interest in and to the US Claire's Marks as the majority and controlling owner of the US Claire's Marks, and CLSIP LLC owning an undivided 17.50% ownership interest in and to the US Claire's Marks as the minority owner of the US Claire's Marks. CLSIP LLC is pledging its undivided 17.50% ownership interest in and to the US Claire's Marks, including the federal registrations set forth on Schedule I. Nothing in the Agreement acts to grant the Administrative Agent or the Secured Parties a security interest in and to the undivided 82.50% ownership interest in and to the US Claire's Marks owned by CBI Distributing Corp.



Country	Owners <sup>1</sup>	Ownership Percentage	Mark	Classes	Status	Reg. No.
	CLSIP LLC	17.50%				
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	26	Registered	2908861
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S	3	Registered	2951866
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S ACCESSORIES	42	Registered	1956047
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S ACCESSORIES	42	Registered	1946557
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S ACCESSORIES and design	35	Registered	2294937
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S BOUTIQUES and design	42	Registered	1514045
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	35	Registered	3343775
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	25	Registered	2908868
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	14	Registered	2908865
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	26	Registered	2908191
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	3	Registered	2908862
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	18	Registered	2908866
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S CLUB	9	Registered	2908863
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S ETC.	42	Registered	2065959
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S ETC.	42	Registered	2064149
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S Logo	35	Registered	3602239
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	CLAIRE'S Stylized with @ logo	35	Registered	2623039
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	SECRET SANTA CIRCLE	35	Registered	4005371
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	SENSITIVE SOLUTIONS	14	Registered	1951435
	CBI Distributing Corp.	82.50%	CLAIRE'S OUTLET	35	Registered	4610591

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Country	Owners <sup>1</sup>	Ownership Percentage	Mark	Classes	Status	Reg. No.
	CLSIP LLC	17.50%				
	CBI Distributing Corp. CLSIP LLC	82.50% 17.50%	ICING BY CLAIRE'S	35	Registered	3050863

## 2. US Icing Marks

Country	Owner	Trademark	Classes	Status	Reg. No.
<b>United States of America</b>	CLSIP LLC	ICING	3, 9, 14, 18, 20, 25, 26, 35	Registered	3743653
	CLSIP LLC	ICING OUTLET	35	Registered	4544654
	CLSIP LLC	ICING STYLIZED	3, 14, 16, 18, 21, 25, 26, 35	Registered	4610511
	CLSIP LLC	THE ICING	42	Registered	1466727
	CLSIP LLC	THE ICING	35	Registered	3461876
	CLSIP LLC	THE ICING ACCESSORIES & Design	35	Registered	2234841

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