

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Charming Charlie Canada LLC		04/24/2018	Limited Liability Company: DELAWARE
Charming Charlie Holdings Inc.		04/24/2018	Corporation: DELAWARE
Charming Charlie International LLC		04/24/2018	Limited Liability Company: DELAWARE
Charming Charlie LLC		04/24/2018	Limited Liability Company: DELAWARE
Charming Charlie Manhattan LLC		04/24/2018	Limited Liability Company: DELAWARE
Charming Charlie USA, Inc.		04/24/2018	Corporation: UTAH
Poseidon Partners CMS, Inc.		04/24/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87386355	BELLE & BUMBLE
Serial Number:	85983195	CC
Serial Number:	85829827	CC
Serial Number:	85976436	CC
Serial Number:	85200306	CHARLIE GIRL
Serial Number:	85169990	CHARLIE GIRL
Serial Number:	85746448	CHARMING CHARLIE
Serial Number:	85162076	CHARMING CHARLIE
Serial Number:	85275065	CHARMING CHARLIE RSVP
Serial Number:	85740834	FIND YOUR FABULOUS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85666191	SNOWFLAKE FACTORY

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	04/24/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of April, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Vendor Payment Financing Credit and Guarantee Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Borrower (as defined therein), the Guarantors, the Administrative Agent and the Lenders (as defined therein) party thereto, the Lenders have agreed to make certain financial accommodations to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower, as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As collateral security for the payment and performance in full of all of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a Lien on and security interest (referred to in this Trademark Security Agreement as the "Security Interest") in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising from time to time (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, the registrations and applications listed on Schedule I, together with any and all (i) rights and privileges arising under applicable law with respect to its use thereof, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present and future infringements thereof, and (vi) all goodwill of its business connected with the use of and symbolized by the foregoing.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

GRANTORS:

CHARMING CHARLIE LLC

By: 
Name: Rob Adamek
Title: Secretary

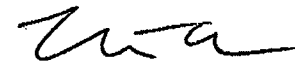
CHARMING CHARLIE USA, INC.

By: 
Name: Rob Adamek
Title: Secretary

CHARMING CHARLIE HOLDINGS INC.

By: 
Name: Rob Adamek
Title: Chief Financial Officer

**POSEIDON PARTNERS CMS, INC.
CHARMING CHARLIE MANHATTAN
LLC
CHARMING CHARLIE CANADA LLC
CHARMING CHARLIE INTERNATIONAL
LLC**

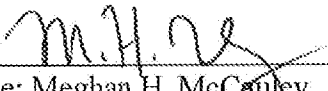
By: 
Name: Rob Adamek
Title: Secretary

[Charming Charlie – Signature Page to Trademark Security Agreement (Vendor Payment Financing)]

**TRADEMARK
REEL: 006320 FRAME: 0336**

ADMINISTRATIVE AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

No.	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	BELLE & BUMBLE	Pending	87386355	27-MAR-2017	N/A	N/A	CHARMING CHARLIE LLC
2.	CC	Registered	85983195	23-JAN-2013	4689358	17-FEB-2015	CHARMING CHARLIE LLC
3.	CC	Registered	85829827	23-JAN-2013	5266173	15-AUG-2017	CHARMING CHARLIE LLC
4.	CC	Registered	85976436	27-OCT-2010	4146856	22-MAY-2012	CHARMING CHARLIE LLC
5.	CHARLIE GIRL	Registered	85200306	17-DEC-2010	4654851	16-DEC-2014	CHARMING CHARLIE LLC
6.	CHARLIE GIRL	Registered	85169990	05-NOV-2010	4722089	21-APR-2015	CHARMING CHARLIE LLC
7.	CHARMING CHARLIE	Registered	85746448	05-OCT-2012	4696380	03-MAR-2015	CHARMING CHARLIE LLC
8.	CHARMING CHARLIE	Registered	85162076	27-OCT-2010	4708495	24-MAR-2015	CHARMING CHARLIE LLC
9.	CHARMING CHARLIE RSVP	Registered	85275065	23-MAR-2011	4760489	23-JUN-2015	CHARMING CHARLIE, LLC
10.	FIND YOUR FABULOUS	Registered	85740834	28-SEP-2012	4511655	08-APR-2014	CHARMING CHARLIE LLC
11.	SNOWFLAKE FACTORY	Registered	85666191	30-JUN-2012	4760589	23-JUN-2015	SNOWFLAKE FACTORY LLC