

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		05/25/2018	BANK: CANADA
RECEIVING PARTY DATA			
Name:	FRANCESCA'S COLLECTIONS, INC.		
Street Address:	8760 CLAY ROAD, SUITE 100		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77080		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3542854	FRANCESCA'S COLLECTIONS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	35614/155		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	05/30/2018		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this "Release") is dated as of May 25, 2018, with reference to that certain Trademark Security Agreement, dated November 17, 2010, among Francesca's Collections, Inc. a Texas corporation, ("Borrower"), having an address at 8760 Clay Road, Suite 100, Houston, Texas 77080 in favor of Royal Bank of Canada, in its capacity as administrative agent ("Administrative Agent") and Royal Bank of Canada, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") acting for and on behalf of the Lenders, the L/C Issuer and each other Secured Party as defined in the Credit Agreement dated as of November 17, 2010. Capitalized terms not defined in this Release have meanings set forth for such terms in the Guaranty and Security Agreement.

WHEREAS, Borrower is party to the Guaranty and Security Agreement, dated as of November 17, 2010, by and among the Borrower and the Affiliates of the Borrower from time to time party thereto as other grantors, Administrative Agent and Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the ("Guaranty and Security Agreement") pursuant to which the Trademark Security Agreement was entered into thereby granting pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement a security interest in Borrower's right, title or interest in, to or under the following Collateral (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Borrower of any right under any Trademark, including, without limitation, those Trademark registrations, applications for registration and IP Licenses referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 19, 2010 at Reel 4418 and Frame 0811 and granted a security interest in the Trademark Collateral including the Trademark listed on Schedule 1;

WHEREAS, the Lenders, the L/C Issuer and each other Secured Party through the Collateral Agent desires to release and terminate the Collateral Agent's security interest in the Trademark Collateral including the Trademark identified on Schedule 1 attached hereto;

WHEREAS, the Borrower desires to record this instrument to evidence termination of the security interest in the Trademark Collateral.

NOW, THEREFORE, the Collateral Agent on behalf of the Lenders, the L/C Issuer and each other Secured Party hereby terminates, releases, and discharges fully, the security interest in and lien on the Trademark Collateral (including without limitation the trademarks listed on Schedule 1 hereto) as granted pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, and any rights Collateral Agent may have in the Trademark Collateral are hereby reconveyed, transferred, and assigned to the recorded owner, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Collateral Agent in the Trademark Collateral shall hereby cease and become void.

The Collateral Agent hereby agrees, at the sole expense of the Borrower, to take such further actions and to execute such further documents as the Borrower may reasonably request to effect and evidence this Release of Trademark Security Agreement, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

ROYAL BANK OF CANADA
as Collateral Agent and Administrative Agent

By: 

Name:

Ann, Hurley

Title:

Manager, Agency

[Release of Trademark Security Agreement]

TRADEMARK

REEL: 006337 FRAME: 0983

Schedule I

Registered Trademarks:

MARK	REG. DATE	REG. NUMBER	CURRENT RECORDED OWNER
FRANCESCA'S COLLECTIONS	12/9/2008	3542854	Francesca's Services Corporation

IP Licenses:

None.

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