

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM471362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILMINGTON TRUST, NATIONAL ASSOCIATION		04/24/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Charming Charlie, LLC		
<b>Street Address:</b>	6001 Savoy Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Charming Charlie Holdings Inc.		
<b>Street Address:</b>	6001 Savoy Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Charming Charlie USA, Inc.		
<b>Street Address:</b>	6001 Savoy Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77036		
<b>Entity Type:</b>	Corporation: UTAH		
<b>Name:</b>	Charming Charlie Manhattan LLC		
<b>Street Address:</b>	6001 Savoy Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		

TRADEMARK

<b>Name:</b>	Poseidon Partners CMS, Inc.
<b>Street Address:</b>	6001 Savoy Drive
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Charming Charlie International, LLC
<b>Street Address:</b>	6001 Savoy Drive
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77036
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Charming Charlie Canada LLC
<b>Street Address:</b>	6001 Savoy Drive
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77036
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87386355	BELLE & BUMBLE
<b>Registration Number:</b>	4689358	CC
<b>Registration Number:</b>	5266173	CC
<b>Registration Number:</b>	4146856	CC
<b>Registration Number:</b>	4654851	CHARLIE GIRL
<b>Registration Number:</b>	4722089	CHARLIE GIRL
<b>Registration Number:</b>	4696380	CHARMING CHARLIE
<b>Registration Number:</b>	4708495	CHARMING CHARLIE
<b>Registration Number:</b>	4760489	CHARMING CHARLIE RSVP
<b>Registration Number:</b>	4511655	FIND YOUR FABULOUS
<b>Registration Number:</b>	4760589	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.*

**TRADEMARK**

**REEL: 006341 FRAME: 0537**

**Email:** mcastle@paulweiss.com, aspoto@paulweiss.com,  
dewilliams@paulweiss.com  
**Correspondent Name:** Matthew Castle  
**Address Line 1:** Paul Weiss Rifkind Wharton &Garrison LLP  
**Address Line 2:** 1285 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	21769-001
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<b>NAME OF SUBMITTER:</b>	Matthew Castle
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<b>SIGNATURE:</b>	/Matthew Castle/
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<b>DATE SIGNED:</b>	04/25/2018
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**Total Attachments: 4**

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**NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of April 24, 2018, is made by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent and collateral agent (the “Administrative Agent”), in favor of the Grantors (as defined herein).

**W I T N E S S E T H:**

WHEREAS, on December 13, 2017, (i) Charming Charlie, LLC, a Delaware limited liability company (the “Borrower”), (ii) Charming Charlie Holdings Inc., a Delaware corporation (“Holdings”), (iii) Charming Charlie USA, Inc., a Utah corporation, (iv) Charming Charlie Manhattan LLC, a Delaware limited liability company, (v) Poseidon Partners CMS, Inc., a Delaware corporation, (vi) Charming Charlie International, LLC, a Delaware limited liability company, and (vii) Charming Charlie Canada LLC, a Delaware limited liability company ((i) through (vii) collectively, the “Grantors” and each individually, a “Grantor”), commenced Chapter 11 Case Nos. 17-12906 through 17-12912, as administratively consolidated at Chapter 11 Case No. 17-12906 (CSS) (the “Case”) with the United States Bankruptcy Court for the District of Delaware (the “Court”), and the Grantors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-In-Possession Term Loan and Guarantee Agreement dated as of December 14, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among the Borrower, Holdings, the other Guarantors from time to time party thereto, the Lenders party thereto and the Administrative Agent, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, (i) the Grantors entered into that certain Security Agreement dated as of December 14, 2017 in favor of the Administrative Agent in its capacity as collateral agent for the Secured Parties as defined therein (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and (ii) the Grantors entered into that certain Trademark Security Agreement dated as of December 14, 2017 in favor of the Administrative Agent in its capacity as administrative agent and collateral agent for the Secured Parties as defined therein (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”), which Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on December 14, 2017 at Reel No. 6231, Frame No. 0391 (the Trademark Security Agreement and the Security Agreement, collectively, the “Security Agreements”);

WHEREAS, pursuant to that certain *Findings of Fact, Conclusions of Law and Order confirming the Fourth Amended Joint Chapter 11 Plan of Reorganization of Charming Charlie Holdings Inc. and its Debtor Affiliates, Pursuant to Chapter 11 of the Bankruptcy Code* entered by the Court on April 3, 2018 in the Case, any and all right, title and interest that the Administrative Agent may have in the Trademark Collateral (as defined herein) pursuant to the Credit Agreement and the Security Agreements has been released and terminated; and

WHEREAS, the Administrative Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees, for the benefit of the Grantors, as follows:

SECTION 1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Release of Security Interest. The Administrative Agent does hereby release, relinquish and discharge its security interest in all of the Grantors' respective right, title and interest in, to and under the Trademark Collateral (including but not limited to the Trademarks listed on Schedule A attached hereto, all goodwill of the business connected with the use of and symbolized by each such Trademark and all products and proceeds of the foregoing) and all right, title and interest of the Grantors in the Trademark Collateral are hereby reassigned by the Administrative Agent to the Grantors.

SECTION 3. Further Assurances. The Administrative Agent hereby authorizes the Grantors or any Grantors' authorized representative to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Administrative Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Administrative Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments, and do any and all further acts which the Grantors (or their agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Release and the Grantors' right, title and interest in, to and under the Trademark Collateral.

SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York without giving effects to the conflicts of law principles thereof, but giving effect to federal laws applicable to national banks.

SECTION 5. Counterparts. This Release 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 Release by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.

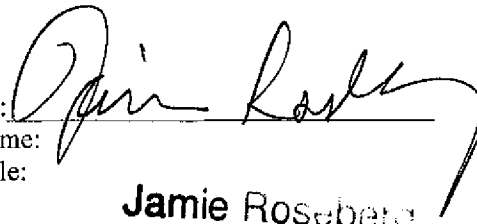
*[Signatures Follow On Next Page.]*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

**ADMINISTRATIVE AGENT:**

**WILMINGTON TRUST,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:



**Jamie Roseberg  
Banking Officer**

## SCHEDULE A

### Trademarks

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