

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM471364

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

TRADEMARK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5266173	CC
Registration Number:	4146856	CC
Registration Number:	4654851	CHARLIE GIRL
Registration Number:	4722089	CHARLIE GIRL
Registration Number:	4696380	CHARMING CHARLIE
Registration Number:	4708495	CHARMING CHARLIE
Registration Number:	4760489	CHARMING CHARLIE RSVP
Registration Number:	4511655	FIND YOUR FABULOUS

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.

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

ATTORNEY DOCKET NUMBER: 21769-001

NAME OF SUBMITTER: Matthew Castle

SIGNATURE: /Matthew Castle/

DATE SIGNED: 04/25/2018

Total Attachments: 5

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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 “Successor Administrative Agent”) under the Credit Agreement (as defined herein), in favor of Charming Charlie, LLC, a Delaware limited liability company (the “Borrower”), Charming Charlie Holdings Inc., a Delaware corporation (“Holdings”), Charlie Manhattan LLC, a Delaware limited liability company (“CC Manhattan”) and Poseidon Partners CMS, Inc., a Delaware corporation (“Poseidon”, and together with the Borrower, Holdings and CC Manhattan, each a “Grantor” and collectively, the “Grantors”).

W I T N E S S E T H:

WHEREAS, the Borrower entered into a Term Loan and Guarantee Agreement dated as of December 24, 2013 (as amended by Amendment No. 1 to Term Loan and Guarantee Agreement, dated as of May 24, 2016, as further amended by Amendment No. 2 to Term Loan and Guarantee Agreement, dated as of July 7, 2017, as further amended by Amendment No. 3 to Term Loan and Guarantee Agreement, dated as of August 30, 2017, as further amended by Amendment No. 4 to Term Loan and Guarantee Agreement, dated as of September 25, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Subsidiary Guarantors (as defined therein) from time to time party thereto, Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent thereunder (the “Original Agent”) and each of the Lenders (as defined therein) from time to time party thereto;

WHEREAS, pursuant to the Credit Agreement, the Grantors, the other guarantors from time to time party thereto and the Original Agent as collateral agent thereunder entered into a Security Agreement, dated as of December 24, 2013 (as amended by Amendment No. 1 to Security Agreement, dated as of July 7, 2017, by and among the Borrower, Holdings, the subsidiaries of Holdings party thereto, and the Original Agent as collateral agent) (the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors entered into a Trademark Security Agreement, dated December 24, 2013, in favor of the Original Agent as administrative agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”, and collectively with the Security Agreement, the “Security Agreements”), whereby the Grantors granted to the Original Agent a security interest in the (“Security Interest”) in all of each Grantor’s right, title and interest in and to the following (the “Trademark Collateral”):

- (a) the trademark and service mark registrations and applications set forth on Schedule A hereto, together with the goodwill symbolized thereby
- (b) renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to

any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

which Security Interest was recorded with the United States Patent and Trademark Office on February 28, 2014 at Reel No. 5227, Frame No. 0612.

WHEREAS, the Original Agent assigned the Security Agreements and the entire Security Interest to the Successor Administrative Agent, pursuant to that certain Agency Resignation and Appointment Agreement and Amendment No. 5 to Term Loan and Guarantee Agreement, dated as of December 8, 2017, by and among the Original Agent, the Successor Administrative Agent, the Grantors, the other Loan Parties party thereto and the Lenders party thereto;

WHEREAS, on December 13, 2017, the Grantors, Charming Charlie USA, Inc., a Utah corporation, Charming Charlie International, LLC, a Delaware limited liability company, and Charming Charlie Canada LLC, a Delaware limited liability company, 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 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 *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 Successor Administrative Agent may have in the Trademark Collateral pursuant to the Credit Agreement and the Security Agreements has been released and terminated; and

WHEREAS, the Successor 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 Successor 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 Successor 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 and hereby reassigns the Security Interest in the Trademark Collateral to the Grantors.

SECTION 3. Further Assurances. The Successor Administrative Agent hereby authorizes the Grantors or any Grantor's 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 Successor Administrative

Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Successor 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.

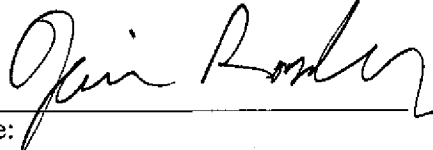
SECTION 5. Counterparts. This Release may be executed in any number of counterparts (and by different parties in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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 Successor 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.

SUCCESSOR 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.	CC	Registered	85829827	23-JAN-2013	5266173	15-AUG-2017	CHARMING CHARLIE LLC
2.	CC	Registered	85976436	27-OCT-2010	4146856	22-MAY-2012	CHARMING CHARLIE LLC
3.	CHARLIE GIRL	Registered	85200306	17-DEC-2010	4654851	16-DEC-2014	CHARMING CHARLIE LLC
4.	CHARLIE GIRL	Registered	85169990	05-NOV-2010	4722089	21-APR-2015	CHARMING CHARLIE LLC
5.	CHARMING CHARLIE	Registered	85746448	05-OCT-2012	4696380	03-MAR-2015	CHARMING CHARLIE LLC
6.	CHARMING CHARLIE	Registered	85162076	27-OCT-2010	4708495	24-MAR-2015	CHARMING CHARLIE LLC
7.	CHARMING CHARLIE RSVP	Registered	85275065	23-MAR-2011	4760489	23-JUN-2015	CHARMING CHARLIE, LLC
8.	FIND YOUR FABULOUS	Registered	85740834	28-SEP-2012	4511655	08-APR-2014	CHARMING CHARLIE LLC