

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>Internal Address:</b>	500 FIRST AVENUE
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4146856	CC
<b>Registration Number:</b>	4689358	CC
<b>Registration Number:</b>	4722089	CHARLIE GIRL
<b>Registration Number:</b>	4654851	CHARLIE GIRL
<b>Registration Number:</b>	4708495	CHARMING CHARLIE
<b>Registration Number:</b>	4696380	CHARMING CHARLIE
<b>Registration Number:</b>	4511655	FIND YOUR FABULOUS
<b>Serial Number:</b>	85829827	CC
<b>Serial Number:</b>	85275065	CHARMING CHARLIE RSVP

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-18022
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	04/24/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 24th day of April, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

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

WHEREAS, pursuant to that Revolving Credit, Guaranty and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among CHARMING CHARLIE LLC, a Delaware limited liability company ("CC"), CHARMING CHARLIE USA, INC., a Utah corporation ("CC USA", and together with CC and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers"), CHARMING CHARLIE HOLDINGS INC., a Delaware corporation ("Holdings"), CHARMING CHARLIE CANADA, LLC, a Delaware limited liability company ("CC Canada"), CHARMING CHARLIE INTERNATIONAL LLC, a Delaware limited liability company ("CC International"), CHARMING CHARLIE MANHATTAN LLC, a Delaware limited liability company ("CC Manhattan"), and POSEIDON PARTNERS CMS, INC., a Delaware corporation ("Poseidon", and together with Holdings, CC Canada, CC International, CC Manhattan and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors"), the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses to which such Grantor is a party for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and

similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

*[Remainder of page intentionally left blank; signature page follows.]*

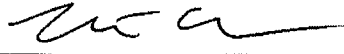
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

**GRANTORS:**

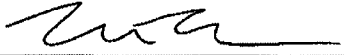
**CHARMING CHARLIE LLC,**  
a Delaware limited liability company

By:   
Name: Rob Adamek  
Title: Secretary

**CHARMING CHARLIE USA, INC.,**  
a Utah corporation

By:   
Name: Rob Adamek  
Title: Secretary

**CHARMING CHARLIE HOLDINGS INC.,**  
a Delaware corporation

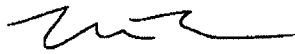
By:   
Name: Rob Adamek  
Title: Chief Financial Officer

**POSEIDON PARTNERS CMS, INC.,**  
a Delaware corporation

**CHARMING CHARLIE MANHATTAN LLC,**  
a Delaware limited liability company

**CHARMING CHARLIE CANADA LLC,**  
a Delaware limited liability company

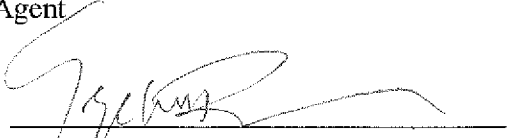
**CHARMING CHARLIE INTERNATIONAL LLC,**  
a Delaware limited liability company

By:   
Name: Rob Adamek  
Title: Secretary

Signature Page to Trademark Security Agreement

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: George Barrow  
Title: Senior Vice President





Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006347 FRAME: 0592**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademarks owned by Charming Charlie LLC:

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	CC (and design) 	85976436	Oct 27, 2010	4146856	May 22, 2012
United States of America	CC (stylized) 	85983195	Jan 23, 2013	4689358	Feb 17, 2015
United States of America	CHARLIE GIRL	85169990	Nov 5, 2010	4722089	Apr 21, 2015
United States of America	CHARLIE GIRL	85200306	Dec 17, 2010	4654851	Dec 16, 2014
United States of America	CHARMING CHARLIE	85162076	Oct 27, 2010	4708495	Mar 24, 2015
United States of America	CHARMING CHARLIE (and design) 	85746448	Oct 5, 2012	4696380	Mar 3, 2015
United States of America	FIND YOUR FABULOUS	85740834	Sep 28, 2012	4511655	Apr 8, 2014
United States of America	CC (stylized) 	85829827	Jan 23, 2013		
United States of America	CHARMING CHARLIE RSVP	85275065	Mar 23, 2011		

Signature Page to Trademark Security Agreement