

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charlotte Russe Merchandising, Inc.		06/22/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87825776	CHARLOTTE RUSSE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	06/25/2018		
Total Attachments: 4			
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of June [22], 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Supplemental Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Bank of America, N.A., as administrative agent and collateral agent (in such capacities and together with its successors and assigns in such capacities, the "Administrative Agent"), for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, CHARLOTTE RUSSE, INC., a California corporation (the "Borrower"), has entered into a Second Amended and Restated Credit Agreement dated as of May 22, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by, among others, the Borrower, CHARLOTTE RUSSE HOLDING, INC., a Delaware corporation ("Holdings"), the subsidiary guarantors party thereto from time to time, the LENDERS party thereto from time to time and the Administrative Agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower that the Grantor shall have executed and delivered that certain Amended and Restated Security Agreement, dated as of May 22, 2013, to the Administrative Agent (as amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Security Agreement") for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement);

WHEREAS, under the terms of the Security Agreement, the Grantor, among others, has granted a security interest in certain property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property, dated May 22, 2013 and recorded on May 23, 2013 at Reel 5034, Frame 0552 with the United States Patent and Trademark Office, as supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of April 15, 2014 and recorded on June 28, 2014 at Reel 5269, Frame 0021, as supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of June 17, 2014 and recorded on June 19, 2014 at Reel 5305, Frame 0372, as supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of April 23, 2015 and recorded on April 24, 2015 at Reel 5503, Frame 0398, as supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of June 18, 2015 and recorded on June 19, 2015 at Reel 5556, Frame 0863, as supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of July 6, 2016 and recorded on July 8, 2016 at Reel 5831, Frame 0559, as further supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of January 9, 2017 and recorded on July 23, 2017 at Reel 6091, Frame 0265, and as further supplemented pursuant to that certain Intellectual Property Security Agreement, dated as of January 9, 2017 and recorded on January 9, 2017 at Reel 5961, Frame 0144;

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) all United States Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(b) all United States Patents (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(c) all United States Copyrights (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including ".pdf" or ".tif"), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

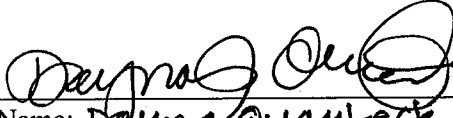
SECTION 5. Conflict Provision. This Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. In the event that any provisions of this Supplemental Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CHARLOTTE RUSSE MERCHANDISING, INC.

By: 
Name: Dayna Quabeck
Title: CFO

Schedule 1

TRADEMARKS

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>
Charlotte Russe Merchandising, Inc.	87825776	CHARLOTTE RUSSE

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RECORDED: 06/25/2018

TRADEMARK
REEL: 006363 FRAME: 0478