

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLSIP LLC		10/12/2018	Limited Liability Company:
CBI Distributing Corp.		10/12/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	5563935	ICING BRIDAL BAR BB	
Registration Number:	5563937	ICING BRIDAL BAR	
Registration Number:	5453482	PUCKER POPS	
Serial Number:	87539641	CLAIRE'S.....WE MAKE MEMORIES	
Registration Number:	4544654	ICING OUTLET	
Registration Number:	4610591	CLAIRE'S OUTLET	
Registration Number:	4610511	ICING	
Registration Number:	3817929	...IT'S AT CLAIRE'S	
Registration Number:	3602239	CLAIRE'S	
Registration Number:	3743653	ICING	
Registration Number:	3461876	THE ICING	
Registration Number:	3050863	ICING BY CLAIRE'S	
Registration Number:	3319826	CLAIRE'S	
Registration Number:	3343775	CLAIRE'S CLUB	
Registration Number:	2978984	CLAIRE'S	
Registration Number:	2974652	CLAIRE'S	
Registration Number:	2908862	CLAIRE'S CLUB	
Registration Number:	2908863	CLAIRE'S CLUB	

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Property Type	Number	Word Mark
Registration Number:	2908865	CLAIRE'S CLUB
Registration Number:	2908866	CLAIRE'S CLUB
Registration Number:	2908868	CLAIRE'S CLUB
Registration Number:	2908191	CLAIRE'S CLUB
Registration Number:	2951866	CLAIRE'S
Registration Number:	2908857	CLAIRE'S
Registration Number:	2996103	CLAIRE'S
Registration Number:	2908859	CLAIRE'S
Registration Number:	2967212	CLAIRE'S
Registration Number:	2900024	CLAIRE'S
Registration Number:	2925470	CLAIRE'S
Registration Number:	2908861	CLAIRE'S
Registration Number:	3190839	CLAIRE'S
Registration Number:	2623039	CLAIRE'S
Registration Number:	2294937	CLAIRE'S ACCESSORIES
Registration Number:	2234841	THE ICING ACCESSORIES
Registration Number:	2065959	CLAIRE'S ETC.
Registration Number:	1951435	SENSITIVE SOLUTIONS
Registration Number:	1956047	CLAIRE'S ACCESSORIES
Registration Number:	1946557	CLAIRE'S ACCESSORIES
Registration Number:	1890335	CLAIRE'S
Registration Number:	1925359	CLAIRE'S
Registration Number:	1929317	CLAIRE'S
Registration Number:	1891172	CLAIRE'S
Registration Number:	1514045	CLAIRE'S BOUTIQUES
Registration Number:	1466727	THE ICING

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125315.00001 BRC

NAME OF SUBMITTER: Brandon R. Coyle

SIGNATURE: /brandonrcoyle/

DATE SIGNED:	10/12/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of October 12, 2018 is made by and among the pledgors listed on the signature pages hereto (the “Pledgors,” and each, a “Pledgor”) in favor of CITIBANK, N.A. as administrative agent (in such capacity, the “Administrative Agent”) and collateral agent (in such capacity, the “Collateral Agent”) for the secured parties under the Credit Agreement referred to below (the “Secured Parties”).

WHEREAS, Claire’s Stores, Inc., a Florida corporation, (the “Lead Borrower”) has entered into an ABL Credit Agreement dated as of the date hereof (the “Credit Agreement”), among Claire’s Holdings LLC, a Delaware limited liability company (“Holdings”), the direct and indirect subsidiaries of the Lead Borrower party thereto as U.S. Borrowers and U.K. Borrowers, the Collateral Agent, the Administrative Agent and the lenders (the “Lenders”) party thereto.

WHEREAS, as a condition precedent to the making of the loan by the Lenders under the Credit Agreement, each Pledgor is a party to and has executed and delivered to the Collateral Agent that certain Guarantee and Collateral Agreement dated as of the date hereof, made by and among, *inter alios*, Holdings, the Lead Borrower, the Pledgors and the Collateral Agent, among others (the “Collateral Agreement”).

WHEREAS, under the terms of the Collateral Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Pledgor in, to, and under the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

in each case, to the extent constituting "Collateral" under, and as defined in, the Collateral Agreement.

2. Recordation. Each Pledgor authorizes the United States Patent and Trademark Office to record and register this Trademark Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Collateral Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto 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 to this Trademark Security Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

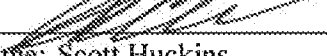
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

PLEDGORS:

CLSIP LLC
CBI DISTRIBUTING CORP.,
each as Pledgor

By: 
Name: Scott Huckins
Title: Executive Vice President and
Chief Financial Officer


[Signature Page to ABL – Trademark Security Agreement]

**TRADEMARK
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AGREED TO AND ACCEPTED:

CITIBANK, N.A.
as Collateral Agent

By: 
Name: Thomas M. Halsch
Title: Vice President

[Signature Page to ABL --- Trademark Security Agreement]

TRADEMARK
REEL: 006455 FRAME: 0700

SCHEDULE 1
TRADEMARKS

Trademark	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Owner
ICING BRIDAL BAR BB (Stylized)	Pending	10/9/2017	87/638364	9/18/2018	5563935	CLSIP LLC
ICING BRIDAL BAR	Pending	10/9/2017	87/638568	9/18/2018	5563937	CLSIP LLC
PUCKER POPS	Registered	10/2/2017	87/630513	4/28/2018	5453482	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S.....WE MAKE MEMORIES	Allowed	7/24/2017	87/539641	-	-	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
ICING OUTLET	Registered	3/11/2013	85/872705	6/3/2014	4544654	CLSIP LLC
CLAIRE'S OUTLET	Registered	3/11/2013	85/872707	9/23/2014	4610591	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
ICING (Stylized)	Registered	1/24/2013	85/831738	9/23/2014	4610511	CLSIP LLC
...IT'S AT CLAIRE'S	Registered	12/1/2009	77/883682	7/13/2010	3817929	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S (Stylized)	Registered	9/2/2008	77/560510	4/7/2009	3602239	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
ICING	Registered	5/14/2008	77/473939	2/2/2010	3743653	CLSIP LLC
THE ICING	Registered	11/14/2007	77/329699	7/8/2008	3461876	CLSIP LLC
ICING BY CLAIRE'S	Registered	4/27/2005	78/618255	1/24/2006	3050863	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	3/17/2005	78/589527	10/23/2007	3319826	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S CLUB	Registered	1/26/2005	78/554003	11/27/2007	3343775	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/1/2003	78/269386	7/26/2005	2978984	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/1/2003	78/975382	7/19/2005	2974652	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S CLUB	Registered	10/9/2002	78/975461	12/7/2004	2908862	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)

CLAIRE'S CLUB	Registered	10/9/2002	78/975462	12/7/2014	2908863	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S CLUB	Registered	10/9/2002	78/975464	12/7/2004	2908865	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S CLUB	Registered	10/9/2002	78/975466	12/7/2004	2908866	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S CLUB	Registered	10/9/2002	78/975469	12/7/2004	2908868	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S CLUB	Registered	10/9/2002	78/172438	12/7/2004	2908191	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975445	5/17/2005	2951866	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975446	12/7/2004	2908857	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975448	9/13/2005	2996103	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975449	12/7/2004	2908859	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975452	7/12/2005	2967212	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975453	11/2/2004	2900024	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975454	7/31/2002	2925470	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/975455	12/7/2004	2908861	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	7/31/2002	78/149317	1/2/2007	3190839	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)

CLAIRE'S (Stylized)	Registered	6/6/2000	76/064166	9/24/2002	2623039	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S ACCESSORIES (Stylized)	Registered	7/28/1997	75/331385	11/30/2009	2294937	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
THE ICING ACCESSORIES (Stylized)	Registered	11/21/1996	75/201596	3/23/1999	2234841	CLSIP LLC
CLAIRE'S ETC.	Registered	2/14/1996	75/057738	5/27/1997	2065959	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
SENSITIVE SOLUTIONS	Registered	3/13/1995	74/646373	1/23/1996	1951435	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S ACCESSORIES	Registered	1/10/1995	74/619578	2/13/1996	1956047	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S ACCESSORIES	Registered	10/18/1994	74/586876	1/9/1996	1946557	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	4/28/1994	74/517853	4/18/1995	1890335	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	4/28/1994	74/517854	10/10/1995	1925359	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	4/28/1994	74/518090	10/24/1995	1929317	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S	Registered	4/14/1994	74/512656	4/25/1995	1891172	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
CLAIRE'S BOUTIQUES (Stylized)	Registered	4/6/1987	73/653581	11/22/1988	1514045	CBI Distributing Corp. (82.50%) CLSIP LLC (17.50%)
THE ICING	Registered	2/20/1987	73/642264	11/24/1987	1466727	CLSIP LLC