

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLSIP LLC		01/24/2019	Limited Liability Company: DELAWARE
CBI Distributing Corporation		01/24/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank N.A., as Collateral Agent
Street Address:	388 Greenwich Street
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	87638364	ICING BRIDAL BAR BB
Serial Number:	87638568	ICING BRIDAL BAR
Serial Number:	87630513	PUCKER POPS
Serial Number:	87539641	CLAIRE'S WE MAKE MEMORIES
Serial Number:	85872705	ICING OUTLET
Serial Number:	85872707	CLAIRE'S OUTLET
Serial Number:	85831738	ICING
Serial Number:	77883682	...IT'S AT CLAIRE'S
Serial Number:	77560510	CLAIRE'S
Serial Number:	77473939	ICING
Serial Number:	77329699	THE ICING
Serial Number:	78618255	ICING BY CLAIRE'S
Serial Number:	78589527	CLAIRE'S
Serial Number:	78554003	CLAIRE'S CLUB
Serial Number:	78269386	CLAIRE'S
Serial Number:	78975382	CLAIRE'S
Serial Number:	78975461	CLAIRE'S CLUB

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78975462	CLAIRE'S CLUB
Serial Number:	78975464	CLAIRE'S CLUB
Serial Number:	78975466	CLAIRE'S CLUB
Serial Number:	78975469	CLAIRE'S CLUB
Serial Number:	78172438	CLAIRE'S CLUB
Serial Number:	78975445	CLAIRE'S
Serial Number:	78975446	CLAIRE'S
Serial Number:	78975448	CLAIRE'S
Serial Number:	78975449	CLAIRE'S
Serial Number:	78975452	CLAIRE'S
Serial Number:	78975453	CLAIRE'S
Serial Number:	78975454	CLAIRE'S
Serial Number:	78975455	CLAIRE'S
Serial Number:	78149317	CLAIRE'S
Serial Number:	76064166	CLAIRE'S
Serial Number:	75331385	CLAIRE'S ACCESSORIES
Serial Number:	75201596	THE ICING ACCESSORIES
Serial Number:	75057738	CLAIRE'S ETC.
Serial Number:	74646373	SENSITIVE SOLUTIONS
Serial Number:	74619578	CLAIRE'S ACCESSORIES
Serial Number:	74586876	CLAIRE'S ACCESSORIES
Serial Number:	74517853	CLAIRE'S
Serial Number:	74517854	CLAIRE'S
Serial Number:	74518090	CLAIRE'S
Serial Number:	74512656	CLAIRE'S
Serial Number:	73653581	CLAIRE'S BOUTIQUES
Serial Number:	73642264	THE ICING

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0312
NAME OF SUBMITTER:	Angela M. Amaru

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	01/29/2019
Total Attachments: 7 source=Claire_s - Trademark Security Agreement Executed#page1.tif source=Claire_s - Trademark Security Agreement Executed#page2.tif source=Claire_s - Trademark Security Agreement Executed#page3.tif source=Claire_s - Trademark Security Agreement Executed#page4.tif source=Claire_s - Trademark Security Agreement Executed#page5.tif source=Claire_s - Trademark Security Agreement Executed#page6.tif source=Claire_s - Trademark Security Agreement Executed#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of January 24, 2019 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 grants to the Collateral Agent for the ratable benefit of the Secured Parties, to secure the prompt payment and performance in full of all of the Obligations when due, a security interest in all of such Pledgor’s right, title, and interest in, to, and under the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, and all renewals thereof (the “Trademarks”), excluding any intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” filing with respect thereto by the United States Patent and Trademark Office, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law;

(b) all goodwill associated therewith or symbolized thereby;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof,

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:

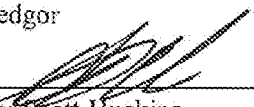
CLSIP LLC

as Pledgor

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

CBI DISTRIBUTING CORP.

as Pledgor


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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006542 FRAME: 0852

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: _____
Title: **Brendan Mackay**
Vice President and Director

SCHEDULE 1

TRADEMARKS

Trademark	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Owner
ICING BRIDAL BAR BB (Stylized)	Registered	10/9/2017	87/638364	9/18/2018	5563935	CLSIP LLC
ICING BRIDAL BAR	Registered	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