

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHARMING CHARLIE LLC		02/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Oak Commercial Finance, LLC, as a Co-Collateral Agent		
<b>Street Address:</b>	1155 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Second Avenue Capital Partners, LLC, as a Co-Collateral Agent		
<b>Street Address:</b>	75 Second Avenue		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Needham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02494		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85983195	CC	
<b>Serial Number:</b>	85169990	CHARLIE GIRL	
<b>Serial Number:</b>	85200306	CHARLIE GIRL	
<b>Serial Number:</b>	85162076	CHARMING CHARLIE	
<b>Serial Number:</b>	85746448	CHARMING CHARLIE	
<b>Serial Number:</b>	85740834	FIND YOUR FABULOUS	
<b>Serial Number:</b>	85829827	CC	
<b>Serial Number:</b>	85275065	CHARMING CHARLIE RSVP	
<b>Serial Number:</b>	87386355	BELLE & BUMBLE	
<b>Serial Number:</b>	88037220	CHARMING CHARLIE BE MORE AMAZING	
<b>Serial Number:</b>	88037324	CHARMING CHARLIE BE MORE AMAZING	

OP \$290.00 85983195

**CORRESPONDENCE DATA****Fax Number:** 8009144240*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:** 800-713-0755**Email:** James.Murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Leslie Kirsner
<b>SIGNATURE:</b>	/Leslie Kirsner/
<b>DATE SIGNED:</b>	03/06/2019

**Total Attachments: 8**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CHARMING CHARLIE LLC

- Individual(s)                   Association  
 General Partnership         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 28, 2019

- Assignment                       Merger  
 Security Agreement            Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached?  Yes  
 No

Name: White Oak Commercial Finance, LLC, as a Co-Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 1155 Avenue of the Americas

City: New York

State: New York

Country: USA                                  Zip: 10036

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship    See additional sheet  
 Other LLC                      Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH                                  Zip: 43219

Phone Number: 614-280-3566

Fax Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

11

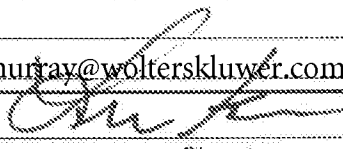
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

March 5, 2019

Signature

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Page 2

Trademark Security Agreement – Charming Charlie LLC

Continuation of the information in Item 2 on Trademark Recordation form cover sheet -  
additional receiving party)

**Name and address of additional receiving party:**

Second Avenue Capital Partners, LLC, as a Co-Collateral Agent  
75 Second Avenue, Suite 550  
Needham, Massachusetts 02494

**Legal Entity and Citizenship**

LLC, Delaware

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Assignment"), dated as of February 28, 2019, by the undersigned (the "Grantor"), in favor of WHITE OAK COMMERCIAL FINANCE, LLC, as Agent.

**WITNESSETH:**

WHEREAS, reference is made to that certain Security Agreement (including all exhibits and schedules thereto and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of February 28, 2019 made by (i) CHARMING CHARLIE HOLDINGS INC., a Delaware corporation ("Holdings"), (ii) CHARMING CHARLIE LLC, a Delaware limited liability company, (iii) CHARMING CHARLIE USA, INC., an Utah corporation ("Charming USA", together with Charming Charlie and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers" and each, a "Borrower") and (iv) each of the other entities listed on the signature pages thereto or from time to time party hereto by execution of a Joinder, as pledgors, assignors and debtors (together with Holdings and the Borrowers, in such capacities and together with any successors in such capacities, the "Grantors" and each, a "Grantor"), in favor of (i) WHITE OAK COMMERCIAL FINANCE, LLC, in its capacity as the Administrative Agent and a Co-Collateral Agent (in such capacities and together with any successors in such capacities, the "Agent") and (ii) SECOND AVENUE CAPITAL PARTNERS, LLC, in its capacity as a Co-Collateral Agent, for the Credit Parties pursuant to the Credit Agreement, as pledgees, assignees and secured parties.

WHEREAS, Grantor is required to execute and deliver to the Agent this Trademark Assignment for the benefit of the Credit Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Agent and their successors and assigns, for the benefit of the Credit Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Licenses with respect to Trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark

consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Credit Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Assignment conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of 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 of this Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.


5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 9.5 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of page intentionally left blank]

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

CHARMING CHARLIE LLC, as Grantor

By:   
Name: Rob Adamek  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,  
as a Co-Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

SECOND AVENUE CAPITAL PARTNERS, LLC,  
as a Co-Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]

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

CHARMING CHARLIE LLC, as Grantor

By: \_\_\_\_\_  
Name  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,  
as a Co-Collateral Agent

By: \_\_\_\_\_  
Name: Robert Grbic  
Title: President and Chief Executive Officer

SECOND AVENUE CAPITAL PARTNERS, LLC,  
as a Co-Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]



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

CHARMING CHARLIE LLC, as Grantor

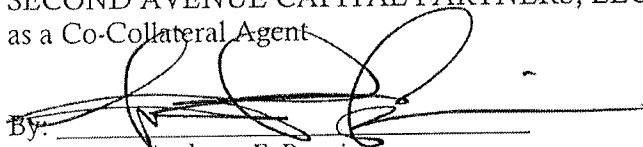
By: \_\_\_\_\_  
Name  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,  
as a Co-Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

SECOND AVENUE CAPITAL PARTNERS, LLC,  
as a Co-Collateral Agent

By:   
Name: Andrew F. Prunier  
Title: Managing Director

[Signature Page to Trademark Assignment]

SCHEDULE I  
 to  
 TRADEMARK ASSIGNMENT  
TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
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		
United States of America	BELLE & BUMBLE	87/386355	Mar 27, 2017		
United States of America	CHARMING CHARLIE BE MORE AMAZING Stylized linear	88/037220	July 13, 2018		
United States of America	CHARMING CHARLIE BE MORE AMAZING Stylized stacked	88/037324	July 13, 2018		