

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLSIP LLC		06/05/2019	Limited Liability Company: DELAWARE
CBI Distributing Corp.		06/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88271425	RAPID	
Serial Number:	88321493	RAPID	
Serial Number:	88400541	CLAIRE'S	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Jackson Alldredge		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	J. Alldredge - 36182.0006		
NAME OF SUBMITTER:	Jackson Alldredge		
SIGNATURE:	/Jackson Alldredge/		
DATE SIGNED:	06/05/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of June 5, 2019 is made by and among the pledgors listed on the signature pages hereto (the “Pledgors,” and each, a “Pledgor”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION 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 “Borrower”) entered into a Term Loan Credit Agreement dated as of October 12, 2018 (the “Credit Agreement”), among Claire’s Holdings LLC, a Delaware limited liability company (“Holdings”), 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 executed and delivered to the Collateral Agent that certain Guarantee and Collateral Agreement dated as of October 12, 2018, made by and among, *inter alios*, Holdings, the 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.

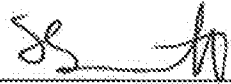
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, 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.
as Pledgors

By:  _____

Name: Stephen Sernett

Title: Senior Vice President, General Counsel and
Secretary

[SIGNATURE PAGE TO TL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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AGREED TO AND ACCEPTED:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

as Collateral Agent

By: 

Name:

Jeffery Rose

Title:

Vice President

[SIGNATURE PAGE TO TL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE 1
TRADEMARKS

Trademark	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Owner
Rapid	Pending	1/22/2019	88/271425			CBI Distributing Corp.(82.5%) CLSIP LLC (17.5 %)
Rapid	Pending	3/1/2019	88/321493			CBI Distributing Corp. CLSIP LLC
Claire's	Pending	4/24/2019	88/400541			CBI Distributing Corp. CLSIP LLC