

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLSIP LLC		12/18/2019	Limited Liability Company: DELAWARE
CBI DISTRIBUTING CORP.		12/18/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN
Internal Address:	FLOOR L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3319826	CLAIRE'S
Registration Number:	3602239	CLAIRE'S
Registration Number:	2294937	CLAIRE'S ACCESSORIES
Registration Number:	1514045	CLAIRE'S BOUTIQUES
Registration Number:	5662374	CLAIRE'S WE MAKE MEMORIES
Registration Number:	3743653	ICING
Registration Number:	5563937	ICING BRIDAL BAR
Registration Number:	5563935	ICING BRIDAL BAR BB
Registration Number:	5453482	PUCKER POPS
Registration Number:	3461876	THE ICING
Registration Number:	1466727	THE ICING
Registration Number:	2234841	THE ICING ACCESSORIES
Registration Number:	3817929	...IT'S AT CLAIRE'S
Registration Number:	2978984	CLAIRE'S
Registration Number:	2974652	CLAIRE'S
Registration Number:	2951866	CLAIRE'S
Registration Number:	2908857	CLAIRE'S

TRADEMARK

Property Type	Number	Word Mark
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:	1891172	CLAIRE'S
Registration Number:	2623039	CLAIRE'S
Registration Number:	1890335	CLAIRE'S
Registration Number:	1925359	CLAIRE'S
Registration Number:	1929317	CLAIRE'S
Registration Number:	1956047	CLAIRE'S ACCESSORIES
Registration Number:	1946557	CLAIRE'S ACCESSORIES
Registration Number:	3343775	CLAIRE'S CLUB
Registration Number:	2908862	CLAIRE'S CLUB
Registration Number:	2908863	CLAIRE'S CLUB
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:	2065959	CLAIRE'S ETC.
Registration Number:	2064149	CLAIRE'S ETC.
Registration Number:	4610591	CLAIRE'S OUTLET
Registration Number:	4610511	ICING
Registration Number:	3050863	ICING BY CLAIRE'S
Registration Number:	4544654	ICING OUTLET
Registration Number:	1951435	SENSITIVE SOLUTIONS
Registration Number:	2996103	CLAIRE'S
Registration Number:	5851032	RAPID
Serial Number:	88400541	CLAIRE'S

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.

TRADEMARK

REEL: 006821 FRAME: 0431

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1166885 TM
NAME OF SUBMITTER:	ANNETTE VERA
SIGNATURE:	/ANNETTE VERA/
DATE SIGNED:	12/19/2019
Total Attachments: 6 source=Trademark Security Agreement - Claires (Executed)_(65718013_1) (1)#page3.tif source=Trademark Security Agreement - Claires (Executed)_(65718013_1) (1)#page4.tif source=Trademark Security Agreement - Claires (Executed)_(65718013_1) (1)#page5.tif source=Trademark Security Agreement - Claires (Executed)_(65718013_1) (1)#page6.tif source=Trademark Security Agreement - Claires (Executed)_(65718013_1) (1)#page7.tif source=Trademark Security Agreement - Claires (Executed)_(65718013_1) (1)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of December 18, 2019 is made by and among the pledgors listed on the signature pages hereto (the “Pledgors,” and each, a “Pledgor”) in favor of JPMORGAN CHASE BANK, 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, the Claire’s Stores, Inc., a Florida corporation, (the “Borrower”) has entered into a Term Loan Credit Agreement dated as of the date hereof (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 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 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. Credit 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.

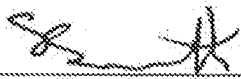
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, 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: Stephen Sernett
Title: Senior Vice President, General
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006821 FRAME: 0435

AGREED TO AND
ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Justin Martin
Name: Justin Martin
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006821 FRAME: 0436

SCHEDULE 1

TRADEMARKS

Trademark Registrations:

Registered Owner	Mark	Jurisdiction	Reg. No.	Registration Date
CLSIP LLC	CLAIRE'S	U.S. Federal	3319826	23-OCT-2007
CLSIP LLC	CLAIRE'S (Stylized) claire's	U.S. Federal	3602239	07-APR-2009
CLSIP LLC CBI Distributing Corp.	CLAIRE'S ACCESSORIES (& Design) claire's <i>accessories</i>	U.S. Federal	2294937	30-NOV-1999
CLSIP LLC CBI Distributing Corp.	CLAIRE'S BOUTIQUES (& Design) Claire's BOUTIQUES	U.S. Federal	1514045	22-NOV-1988
CLSIP LLC CBI Distributing Corp.	CLAIRE'S WE MAKE MEMORIES	U.S. Federal	5662374	22-JAN-2019
CLSIP LLC	ICING	U.S. Federal	3743653	02-FEB-2010
CLSIP LLC	ICING BRIDAL BAR	U.S. Federal	5563937	18-SEP-2018
CLSIP LLC	ICING BRIDAL BAR BB (& Design) 	U.S. Federal	5563935	18-SEP-2018
CLSIP LLC	PUCKER POPS	U.S. Federal	5453482	24-APR-2018
CLSIP LLC	THE ICING	U.S. Federal	3461876	08-JUL-2008
CLSIP LLC	THE ICING	U.S. Federal	1466727	24-NOV-1987
CLSIP LLC	THE ICING ACCESSORIES (& Design) 	U.S. Federal	2234841	23-MAR-1999
CBI Distributing Corp.	...IT'S AT CLAIRE'S	U.S. Federal	3817929	13-JUL-2010
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2978984	26-JUL-2005
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2974652	19-JUL-2005
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2951866	17-MAY-2005
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2908857	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2908859	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2967212	12-JUL-2005
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2900024	02-NOV-2004
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2925470	08-FEB-2005
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2908861	07-DEC-2004

Registered Owner	Mark	Jurisdiction	Reg. No.	Registration Date
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	3190839	02-JAN-2007
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	1891172	25-APR-1995
CBI Distributing Corp.	CLAIRE'S (& Design) claire's	U.S. Federal	2623039	24-SEP-2002
CBI Distributing Corp.	CLAIRE'S (Stylized) Claire's	U.S. Federal	1890335	18-APR-1995
CBI Distributing Corp.	CLAIRE'S (Stylized) Claire's	U.S. Federal	1925359	10-OCT-1995
CBI Distributing Corp.	CLAIRE'S (Stylized) Claire's	U.S. Federal	1929317	24-OCT-1995
CBI Distributing Corp.	CLAIRE'S ACCESSORIES	U.S. Federal	1956047	13-FEB-1996
CBI Distributing Corp.	CLAIRE'S ACCESSORIES	U.S. Federal	1946557	09-JAN-1996
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	3343775	27-NOV-2007
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	2908862	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	2908863	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	2908865	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	2908866	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	2908868	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S CLUB	U.S. Federal	2908191	07-DEC-2004
CBI Distributing Corp.	CLAIRE'S ETC.	U.S. Federal	2065959	27-MAY-1997
CBI Distributing Corp.	CLAIRE'S ETC. (Stylized) CLAIRE'S etc.	U.S. Federal	2064149	20-MAY-1997
CBI Distributing Corp.	CLAIRE'S OUTLET	U.S. Federal	4610591	23-SEP-2014
CBI Distributing Corp.	ICING (Stylized) <i>icing</i>	U.S. Federal	4610511	23-SEP-2014
CBI Distributing Corp.	ICING BY CLAIRE'S	U.S. Federal	3050863	24-JAN-2006
CBI Distributing Corp.	ICING OUTLET	U.S. Federal	4544654	03-JUN-2014
CBI Distributing Corp.	SENSITIVE SOLUTIONS	U.S. Federal	1951435	23-JAN-1996
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2996103	13-SEP-2005
CLSIP LLC	RAPID	U.S. Federal	5851032	03-SEP-2019

Trademark Applications:

Mark	Country	Application No.	Applied For Owner	Application Filing Date
CLAIRE'S	U.S.	88400541	CLSIP LLC	24-APR-2019