

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609886

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest of Sankaty Advisors, LLC recorded at Reel/Frame 3979/0211
<b>RESUBMIT DOCUMENT ID:</b>	900572716

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SANKATY ADVISORS, LLC, as collateral agent		07/31/2009	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	The Children's Place Services Company, LLC
<b>Street Address:</b>	500 Plaza Drive
<b>City:</b>	Secaucus
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07094
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3786562	THE CHILDREN'S PLACE
Registration Number:	1893655	BABY PLACE
Registration Number:	2394007	BABY PLACE
Registration Number:	2588897	BABYPLACE
Registration Number:	2382597	BABYPLACE
Registration Number:	2202251	PLACE
Registration Number:	2976471	SHOE PLACE
Registration Number:	1020742	THE CHILDREN'S PLACE
Registration Number:	1020741	THE CHILDREN'S PLACE
Registration Number:	1137068	THE CHILDREN'S PLACE
Registration Number:	2165998	THE CHILDREN'S PLACE
Registration Number:	2165577	THE CHILDREN'S PLACE OUTLET
Registration Number:	1642868	THE PLACE

## 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.*

TRADEMARK

**Phone:** 212-813-5900  
**Email:** anicolescu@fzlz.com  
**Correspondent Name:** Allison Strickland Ricketts  
**Address Line 1:** Fross Zelnick Lehrman & Zissu, P.C.  
**Address Line 2:** 151 West 42nd Street, 17th Floor  
**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** CPRS 2008327

**NAME OF SUBMITTER:** Anca Nicolescu

**SIGNATURE:** /ancanicolescu/

**DATE SIGNED:** 11/19/2020

**Total Attachments: 33**

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## TERMINATION OF SECURITY INTEREST

### DECLARATION

The undersigned, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that he/she is properly authorized to execute this paper on behalf of the Owner; and all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

KNOW ALL MEN BY THESE PRESENTS that,

WHEREAS, on July 31, 2008, concurrently with the execution of the 2008 Credit Agreement, The Children's Place Retail Stores, Inc. (the "Issuer"), The Children's Place Services Company, LLC, Children's Place (Virginia), LLC, Children's Place Canada Holdings, Inc., Twin Brook Insurance Company, Inc. and ChildrensPlace.com, Inc. and Sankaty Credit Opportunities III, L.P., Sankaty Credit Opportunities IV, L.P., RGIP, LLC, Crystal Capital Fund, L.P., Crystal Capital Onshore Warehouse LLC, 1903 Onshore Funding, LLC, and Bank of America, N.A., all as note purchasers, together with Sankaty Advisors, LLC, as Collateral Agent, and Crystal Capital Fund Management, L.P., as Syndication Agent, entered into a note purchase agreement ("Note Purchase Agreement"); and

WHEREAS, under the Note Purchase Agreement, the Issuer issued \$85.0 million of non-amortizing secured notes (the "Notes") which were due and payable on July 31, 2013; and

WHEREAS, on April 29, 2009, an Intellectual Property Security Agreement referencing the Note Purchase Agreement was submitted to the United States Patent and Trademark Office for recordal as a "security interest" in trademarks listed in "Exhibit C" of the Note Purchase Agreement and was recorded at Reel/Frame 3979/0211; and

WHEREAS, on July 17, 2009, the Note Purchase Agreement was recorded with the U.S. Copyright Office as an "Intellectual property security agreement" in copyrights listed in "Exhibit A" of the Note Purchase Agreement and was recorded at V3579 D849; and

WHEREAS, true and correct copies of "Exhibit A" and "Exhibit C" of the Note Purchase Agreement are annexed hereto as Schedule 1.

WHEREAS, on April 13, 2009, The Children's Place Retail Stores, Inc. prepaid \$47.0 million of the Notes, which included a \$32.0 million mandatory payment plus a penalty free optional payment of \$15.0 million. On August 3, 2009, the remaining principal amount of \$38.0 million was prepaid (the "Final Payment"); and

WHEREAS, in connection with the Final Payment, and in a letter dated July 31, 2009, a true and correct copy of which is attached hereto as "Exhibit A", the Note Purchase Agreement and the Company's obligations under the Note Purchase Agreement were terminated (the "Pay-Off Letter"); and

WHEREAS, the Pay-Off Letter grants authorization for the filing by the Issuer of Uniform Commercial Code termination statements, lien releases, mortgage releases, reassignments of trademarks, patents, copyrights, discharges of security interests, and other similar discharge or release documents as necessary to release any and all security interests, financing statements, and all other notices of security interests and lien previously filed by the Collateral Agent; and

WHEREAS, as reflected in the May 31, 2016, Amended and Restated Certificate of Incorporation and the June 6, 2016 Secretary of State of Delaware Certificate, true and correct copies of which are attached hereto as "Exhibit B," The Children's Place, Inc. changed its name from "The Children's Place Retail Stores, Inc." to "The Children's Place, Inc."

Remainder of page left blank

IN WITNESS WHEREOF, The Children's Place, Inc. has caused this document to be executed by an authorized officer of The Children's Place, Inc. on this 1st day of October, 2020.

**The Children's Place, Inc., pursuant to express authorization granted under Pay-Off Letter, dated July 31, 2009**

By: Bradley P. Cost

Name: Bradley P. Cost

Title: SVP, General Counsel and Corporate Secretary

# EXHIBIT A

July 31, 2009

The Children's Place Retail Stores, Inc.  
915 Secaucus Road  
Secaucus, New Jersey 07094  
Attn: Chief Financial Officer  
Fax No.: (201) 558-2837.

Ladies and Gentlemen:

Reference is hereby made to those certain Notes (the "Notes") by The Children's Place Retail Stores, Inc. (the "Issuer"), issued pursuant to the terms of the Note Purchase Agreement dated as of July 31, 2008 by and among the Issuer, the persons designated as Guarantors thereunder (the "Guarantors"), the Note Purchasers signatory hereto (the "Note Purchasers"), Sankaty Advisors, LLC as collateral agent for the Note Purchasers (the "Collateral Agent"), Crystal Capital Fund Management, L.P. as syndication agent for the Note Purchasers (the "Syndication Agent") (as amended, supplemented, or otherwise modified, the "Purchase Agreement"), in favor of the Note Purchasers in the aggregate original principal amount of \$85,000,000. Any term used but not defined herein shall have the mean assigned to such term in the Purchase Agreement.

As of August 3, 2009 (the "Repayment Date"), the total repayment amounts ("Repayment Amounts") for the Notes are as follows:

<u>Note Purchaser</u>	<u>Interest</u>	<u>Monitoring Fee</u>	<u>Principal</u>	<u>1.5% Premium</u>	<u>Repayment Amounts</u>
Sankaty Credit Opportunities III, L.P.	\$84,122.50	\$10,191.18	\$7,745,294.12	\$116,179.41	\$7,955,787.21
Sankaty Credit Opportunities IV, L.P.	\$36,780.83	\$4,455.88	\$3,386,470.59	\$50,797.06	\$3,478,504.36
Sankaty Credit Opportunities (Offshore Master) IV, L.P.	\$47,341.67	\$5,735.29	\$4,358,823.53	\$65,382.35	\$4,477,282.84
RGIP, LLC	\$1,699.44	\$205.88	\$156,470.59	\$2,347.06	\$160,722.97
Crystal Capital Offshore Warehouse, Ltd.	\$48,555.56	--	\$4,470,588.24	\$67,058.82	\$4,586,202.61
Crystal Capital Onshore Warehouse LLC	\$36,416.67	\$10,294.12	\$3,352,941.18	\$50,294.12	\$3,449,946.08
1903 Onshore Funding, LLC	\$33,988.89	\$4,117.65	\$3,129,411.76	\$46,941.18	\$3,214,459.48
1903 Offshore Loans SPV Limited	\$36,416.67	\$4,411.76	\$3,352,941.18	\$50,294.12	\$3,444,063.73

Bank of America, N.A.	\$87,400.00	\$10,588.24	\$8,047,058.82	\$120,705.88	\$8,265,752.94
<b>Total</b>	\$412,722.22	\$50,000.00	\$38,000,000.00	\$570,000.00	\$39,032,722.22

Payment of the Repayment Amounts should be made to each respective Note Purchaser by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

**Sankaty Credit Opportunities III, L.P.**

Bank: HSBC Bank USA, N.A.  
 ABA Number: 021001088  
 Account Name: Sankaty Credit Opportunities III LP Operating  
 Account Number: 090330170  
 SWIFT Code: MRMDUS33

**Sankaty Credit Opportunities IV, L.P.**

Bank: HSBC Bank USA, N.A.  
 ABA Number: 021001088  
 Account Name: Sankaty Credit Opportunities IV LP Operating  
 Account Number: 090 340 116  
 SWIFT Code: MRMDUS33

**Sankaty Credit Opportunities (Offshore Master) IV, L.P.**

HSBC Bank USA, N.A.  
 ABA #: 021001088  
 Account #: 090 340 094  
 Account Name: Sankaty Credit Opportunity (Offshore Master) IV, LP - Operating  
 Swift Code: MRMDUS33

**RGIP, LLC**

Bank: Bank of America  
 ABA Number: 0260 0959 3  
 Account Name: RGIP, LLC  
 Account Number: 000051280897  
 Reference: Children's Place

**Crystal Capital Offshore Warehouse, Ltd.**

Bank: US Bank NA  
 One Federal Street, Third Floor  
 Boston, MA 02110  
 ABA Number: 091000022  
 Account Name: Crystal Capital Offshore Warehouse, Ltd.  
 Account Number: 104790063986  
 Reference: Children's Place



**Crystal Capital Onshore Warehouse LLC**  
US Bank, N.A.  
One Federal Street, 3rd floor, Boston, MA 02110  
ABA #: 091000022  
Account Name: Crystal Capital Onshore Warehouse LLC  
Account Number: 104790063903  
Reference: Children's Place

**1903 Onshore Funding, LLC**  
Bank: Bank of America  
ABA Number: 026-009-593  
Account Name: 1903 Onshore Funding, LLC  
Account Number: 4602287049  
Reference: The Children's Place

**1903 Offshore Loans SPV Limited**  
Bank of America  
ABA 026 009 593  
Account Name: 1903 Offshore Loans SPV Limited  
Account # 4605294262  
Ref: The Children's Place

**Bank of America, N.A.**  
Bank: Bank of America, N.A.  
ABA Number: 026-009-593  
Account Name: Credit Services  
Account Number: 1366210627300  
Attention: Servicing Team TLC004  
Reference: The Children's Place

On the Repayment Date, the Issuer will also pay the Note Purchasers all of the accrued and unpaid fees and expenses (including without limitation, the fees and disbursements of counsel) incurred by the Note Purchasers under the Purchase Agreement and the other Note Documents as of the Repayment Date, in the amount equal to \$6,000.00 (the "Expenses"). The Issuer will pay the Expenses by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

Ropes & Gray LLP  
Account No.: 479-19002  
c/o Bank of America  
100 Federal Street  
Boston, MA 02110-2624  
ABA No. 0260-0959-3  
REF: BCCI-091-148

In consideration of receipt by the Note Purchasers of their respective Repayment Amount on the Repayment Date and payment of the Expenses as provided herein above, each of the Note Purchasers hereby acknowledges and agrees that payment of their respective Repayment Amount on the Repayment Date and payment of the Expenses as provided herein above will constitute payment in full of all of the Note Obligations of the Issuer to the Note Purchasers, respectively. Subject to the receipt in full of the Repayment Amounts on the Repayment Date and payment of the Expenses, the Note Purchasers and the Collateral Agent agree to: (a) automatically, and without any further action or authorization, be deemed to have authorized the filing by the Issuer, the Guarantors or their respective agents, of Uniform Commercial Code termination statements, lien releases, mortgage releases, reassignments of trademarks, patents, copyrights, discharges of security interests, and other similar discharge or release documents as necessary to release any and all security interests, financing statements, and all other notices of security interests and lien previously filed by the Collateral Agent with respect to the Note Obligations or otherwise relating to the Notes established under the Note Documents, and to remove the Collateral Agent as an additional insured or loss payee, as applicable, from any and all insurance policies delivered in connection with or pursuant to the Purchase Agreement; (b) promptly deliver to the Issuer any original stock certificates, stock powers, instruments and other items heretofore delivered by the Issuer, the Guarantors or their affiliates as part of the collateral for the Note Obligations (or customary lost document affidavits, if applicable); (c) promptly deliver to the Issuer each of the Notes evidencing indebtedness under the Note Documents, marked "paid in full" and all guaranties, if any, executed in connection with the Note Documents marked "cancelled"; (d) promptly execute and deliver any other Uniform Commercial Code termination statements and other similar discharge or release documents as are necessary to release any and all security interests and liens with respect to the Note Obligations, all at the sole expense of the Issuer; and (e) agree that except for Sections 13.1 and 13.2 of the Purchase Agreement and Section 8.06 of the Security Agreement, the Note Documents shall automatically terminate and the obligations of the Issuer, the Guarantors and any other obligor under the Note Documents shall immediately terminate and be extinguished.

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon receipt by the Note Purchasers of their respective Repayment Amount on the Repayment Date and payment of the Expenses and except as is otherwise set forth herein, each of the Collateral Agent, Syndication Agent, Note Purchasers hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges the Issuer, the Guarantors, and their respective affiliates from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof in connection with the transactions of the Issuer and the Guarantors with the Note Purchasers under or in connection with the Notes.

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon receipt by the Note Purchasers of their respective Repayment Amount on the Repayment Date and payment of the Expenses, each of the Issuer and the Guarantors hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges the Note Purchasers, the Collateral Agent and the Syndication Agent and their respective affiliates from any and all claims, actions, causes of action, suits,

judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof in connection with the transactions of the Issuer and the Guarantors with the Note Purchasers, the Collateral Agent and the Syndication Agent under or in connection with the Notes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in that State. This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

[Signature Pages Follow]

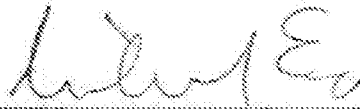
If the foregoing is in accordance with your understanding of our agreement kindly so indicate by signing and returning the enclosed copy of this letter agreement to the Collateral Agent.

**NOTE PURCHASERS:**

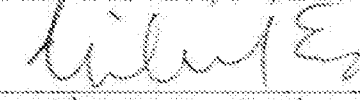
SANKATY CREDIT OPPORTUNITIES III,  
L.P.

By:   
Name: Richard Owens  
Title: Managing Director

SANKATY CREDIT OPPORTUNITIES IV,  
L.P.

By:   
Name: Richard Owens  
Title: Managing Director

SANKATY CREDIT OPPORTUNITIES  
(OFFSHORE MASTER) IV, L.P.

By:   
Name: Richard Owens  
Title: Managing Director

RGIP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member

If the foregoing is in accordance with your understanding of our agreement kindly so indicate by signing and returning the enclosed copy of this letter agreement to the Collateral Agent.

NOTE PURCHASERS:

SANKATY CREDIT OPPORTUNITIES III, L.P.

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

SANKATY CREDIT OPPORTUNITIES IV, L.P.

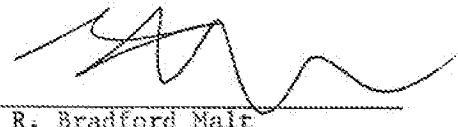
By: \_\_\_\_\_  
Name:  
Title:

SANKATY CREDIT OPPORTUNITIES  
(OFFSHORE MASTER) IV, L.P.

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

RGIP, LLC

By: \_\_\_\_\_  
Name: R. Bradford Malt  
Title: Managing Member

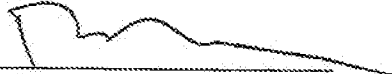


Payoff Letter

CRYSTAL CAPITAL OFFSHORE WAREHOUSE,  
LTD.

As duly authorized: Crystal Capital Fund  
Management, L.P., as designated manager

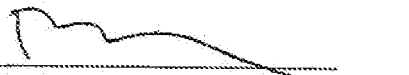
By: Crystal Capital Fund Management GP,  
LLC, its General Partner

By:   
Name: Robert J. DeAngelis  
Title: Managing Director

CRYSTAL CAPITAL ONSHORE WAREHOUSE  
LLC

As duly authorized: Crystal Capital Fund  
Management, L.P., as designated manager


By: Crystal Capital Fund Management GP,  
LLC, its General Partner

By:   
Name: Robert J. DeAngelis  
Title: Managing Director

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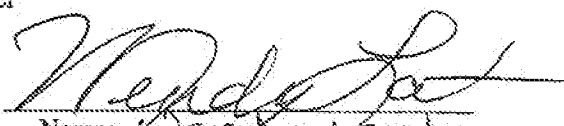
1903 ONSHORE FUNDING, LLC

By: GB Merchant Partners, LLC, its Investment  
Manager

By:   
Name: Wendy Landon  
Title: managing Director

1903 OFFSHORE LOANS SPV LIMITED

By: GB Merchant Partners, LLC, its Investment  
Manager

By:   
Name: Wendy Landon  
Title: managing Director

Payoff Letter

BANK OF AMERICA, N.A.

By: Heather L. Harper  
Name: Heather L. Harper  
Title: Vice President

Payoff Letter



COLLATERAL AGENT:

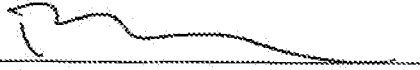
SANKATY ADVISORS, LLC

By:   
Name: Stuart E. Davies  
Title: Managing Director

SYNDICATION AGENT:

CRYSTAL CAPITAL FUND MANAGEMENT,  
L.P.

By: Crystal Capital Fund Management GP, LLC,  
its General Partner

By: 

Name:

Title:

Robert J. DeAngelis  
Managing Director

Payoff Letter

TRADEMARK  
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ACKNOWLEDGED AND AGREED

As of July 21<sup>st</sup> 2009


THE ISSUER:

THE CHILDREN'S PLACE RETAIL STORES,  
INC.

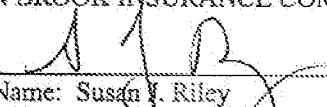
By:   
Name: Susan J. Riley  
Title: Executive Vice President, Finance &  
Administration

GUARANTORS:

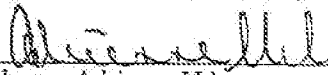
THE CHILDREN'S PLACE SERVICES  
COMPANY, LLC

By:   
Name: Susan J. Riley  
Title: Executive Vice President, Finance &  
Administration


TWIN BROOK INSURANCE COMPANY,  
INC.

By:   
Name: Susan J. Riley  
Title: Senior Vice President and Treasurer

THECHILDRENSPLACE.COM, INC.

By:   
Name: Adrienne Urban  
Title: Assistant Treasurer

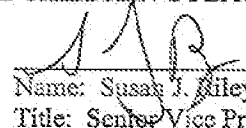
THE CHILDREN'S PLACE CANADA  
HOLDINGS, INC.

By:   
Name: Susan J. Riley  
Title: Senior Vice President and Treasurer

Payoff Letter

THE CHILDREN'S PLACE (VIRGINIA), LLC

By:



Name: Susan J. Riley

Title: Senior Vice President and Treasurer

Payoff Letter

# EXHIBIT B

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "THE CHILDREN'S PLACE, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE SIXTH DAY OF JUNE, A.D. 2016, AT 10:08 O`CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

2162644 8100X  
SR# 20207306467

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203668593  
Date: 09-16-20

**TRADEMARK**  
**REEL: 007112 FRAME: 0044**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
THE CHILDREN'S PLACE, INC.**

**(Pursuant to Section 242 and 245 of the  
General Corporation Law of the State of Delaware)**

THE CHILDREN'S PLACE, INC. (the "Corporation"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"), DOES HEREBY CERTIFY:

1. That the name of the Corporation is THE CHILDREN'S PLACE, INC.; the Corporation was originally incorporated under the name "The Children's Place Retail Stores II, Inc." pursuant to General Corporation Law and the Corporation's original certificate of incorporation was filed with the Secretary of State of Delaware on June 3, 1988. The Corporation's certificate of incorporation was subsequently amended by a certificate of merger on July 29, 1988, and pursuant to such amendment, the Corporation was renamed "The Children's Place Retail Stores, Inc." The Corporation's certificate of incorporation was subsequently amended and restated on each of June 28, 1996, December 31, 1996, September 18, 1997 and July 29, 2008. The Corporation's certificate of incorporation was subsequently amended on June 6, 2014 and pursuant to such amendment, the Corporation was renamed "The Children's Place, Inc."

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Corporation's certificate of incorporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officer of the Corporation to solicit the consent of the stockholders therefor.

3. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation's certificate of incorporation, was duly adopted by the board of directors and stockholders of the Corporation in accordance with Sections 242 and 245 of the General Corporation Law.

4. That the Corporation's certificate of incorporation be amended and restated in its entirety to read as follows:

## ARTICLE ONE

The name of the corporation is THE CHILDREN'S PLACE, INC. (the "Corporation").

## ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the city of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

## ARTICLE THREE

The nature of the business and of the purposes to be conducted and promoted by the Corporation are to conduct any lawful business, to promote any lawful purpose and to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

## ARTICLE FOUR

The Corporation shall have authority, to be exercised by the Board of Directors, to issue (i) 100,000,000 shares of common stock of the par value of \$0.10 per share (the "Common Stock") and (ii) 1,000,000 shares of preferred stock of the par value of \$1.00 per share (the "Preferred Stock"). The Preferred Stock may be issued (A) in one or more series and with such designations, powers, preferences, rights, and such qualifications, limitations or restrictions thereof, as the Board of Directors shall fix by resolution or resolutions which are permitted by Section 151 of the General Corporation Law of the State of Delaware for any such series of Preferred Stock, and (B) in such number of shares in each such series as the Board of Directors shall, by resolution, fix, provided that the aggregate number of all shares of Preferred Stock issued shall not exceed the number of shares of Preferred Stock authorized hereby.

Each holder of Common Stock shall at every meeting of stockholders of the Corporation be entitled to one vote in person or by proxy on each matter submitted to a vote of stockholders for each share of Common Stock held by such holder as of the record date for such meeting. Subject to the rights, if any, of the holders of the Preferred Stock, the holders of the Common Stock shall be entitled to the entire voting power, all dividends declared and paid by the Corporation and all assets of the Corporation available for distribution to stockholders in the event of any liquidation, dissolution or winding up the Corporation.

## ARTICLE FIVE

The number of directors which shall constitute the whole Board of Directors of the Corporation shall be not less than three nor more than 12 and the exact number shall be fixed from time to time by the Board of Directors pursuant to a resolution adopted by a majority of the



directors then in office; provided, however, that such maximum number of directors may be increased from time to time to reflect the rights, if any, of holders of Preferred Stock to elect directors in accordance with the terms of the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares of Preferred Stock. The number of directors may be increased or decreased only by action of the Board of Directors.

Until the annual meeting of stockholders to be held in 2017, the directors, other than those who may be elected by the holders of any series of Preferred Stock, will be classified with respect to the time for which they severally hold office into three classes, as nearly equal in number as possible, designated Class I, Class II and Class III. The directors first appointed to Class I will hold office for a term expiring at the annual meeting of stockholders of the Corporation to be held in 1998; the directors first appointed to Class II will hold office for a term expiring at the annual meeting of stockholders of the Corporation to be held in 1999; and the directors first appointed to Class III will hold office for a term expiring at the annual meeting of stockholders of the Corporation to be held in 2000, with the members of each class to hold office until their successors are elected and qualified. At each succeeding annual meeting of the stockholders of the Corporation held prior to the annual meeting of stockholders in 2015, the successors of the class of directors whose terms expire at that meeting will be elected to hold office for a term expiring at the annual meeting of stockholders to be held in the third year following the year of their election and until their successors are elected and qualified. At the annual meetings of stockholders to be the annual meeting held in 2015 and 2016, directors elected to succeed those directors whose terms then expire shall be elected at such meeting to hold office for a term expiring at the annual meeting of stockholders to be held in 2017 and shall hold office until their respective successors are duly elected and qualified, subject to their earlier death, resignation, retirement or removal from service as a director.

Commencing with the annual meeting of stockholders to be held in 2017, the classification of the Board of Directors set forth above shall cease. At the annual meeting of stockholders to be held in 2017 and at each annual meeting of stockholders thereafter, each nominee for director shall stand for election to a one-year term expiring at the next annual meeting of stockholders and shall hold office until their respective successors are duly elected and qualified, subject to their earlier death, resignation, retirement or removal from service as a director.

Election of directors of the Corporation need not be by written ballot unless requested by the Chairman of the Board of Directors or by the holders of a majority of the voting power of the outstanding shares of stock entitled to vote in the election of directors and present in person or represented by proxy at a meeting of the stockholders at which directors are to be elected.

Subject to the rights, if any, of the holders of any Preferred Stock with respect to the election of directors, directors shall be elected by a majority of votes cast by the shares present at

a meeting of stockholders and entitled to vote on the election of directors at such meeting, a quorum being present at such meeting, unless the election is contested, in which case directors shall be elected by a plurality of votes cast by the shares present at such meeting. A "majority of votes cast" means that the number of votes cast "for" the election of the nominee exceeds 50% of the total number of votes cast "for" or "against" the election of that nominee. A "contested election" shall mean an election at which the number of nominees for election as director is greater than the number of directors to be elected. For purposes hereof, the number of nominees shall be determined as of the last date on which a stockholder in accordance with the Bylaws of the Corporation may nominate a person for election as a director in order for such nomination to be required to be presented for a vote of the stockholders. Cumulative voting shall not apply in the election of directors and no stockholder will be permitted to accumulate votes in respect of the election of any director.

#### **ARTICLE SIX**

Subject to the rights, if any, of the holders of any Preferred Stock, the power to fill vacancies on the Board of Directors (whether by reason of resignation, removal, death, an increase in the number of directors or otherwise) shall be vested solely in the Board of Directors, and vacancies may be filled by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by the sole remaining director, unless all directorships are vacant, in which case the stockholders shall fill the then existing vacancies. Any director chosen by the Board of Directors to fill a vacancy (including a vacancy resulting from an increase in the number of directors) shall hold office for the remaining term of the director(s) creating the vacancy(s) (or for which the new directorship was created) and until that director's successor shall be elected and shall have qualified. No decrease in the number of directors constituting the Board of Directors may shorten the term of any incumbent director.

#### **ARTICLE SEVEN**

Any action required by the General Corporation Law of the State of Delaware to be taken at an annual or special meeting of stockholders of the Corporation, and any action which otherwise may be taken at any annual or special meeting of stockholders of the Corporation, shall be taken only at a duly called meeting of the stockholders of the Corporation and, notwithstanding Section 228 of the General Corporation Law of the State of Delaware, no such action shall be taken by written consent or consents without a meeting of the stockholders of the Corporation.

## ARTICLE EIGHT

The Bylaws of the Corporation, as amended and restated on the date hereof, are hereby adopted by the Board of Directors. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the Bylaws of the Corporation, by the affirmative vote of a majority of the total number of directors which the Corporation would have if there were no vacancies.

## ARTICLE NINE

To the fullest extent that the General Corporation Law of the State of Delaware, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Notwithstanding the foregoing, a director shall be liable to the extent provided by applicable law (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the General Corporation Law of the State of Delaware or any successor provision thereto, or (4) for any transaction from which the director derived any improper personal benefit. Neither the provisions of this Article Nine, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Nine, shall adversely affect any right or protection of a director of the Corporation existing at the time of such amendment, repeal or adoption.

## ARTICLE TEN

The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, or by any successor provision thereto ("Section 145"), indemnify any and all persons whom it shall have power to indemnify under Section 145 from and against any and all of the expenses, liabilities or other matters referred to in or covered by Section 145. The Corporation shall advance expenses to the fullest extent permitted by Section 145. Such right to indemnification and advancement of expenses shall inure to the benefit of the heirs, executors and administrators of such person. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights which any person may have or hereafter acquire under any statute, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater than or different from that provided in this Article Ten or Section 145. Neither the amendment or repeal of this Article Ten, nor the adoption of any provision of this Certificate of Incorporation inconsistent

with this Article Ten, shall adversely affect any right or protection of any person existing at the time of such amendment, repeal or adoption.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions hereof or under Section 145 of the General Corporation Law or any other applicable law.

#### ARTICLE ELEVEN

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Section 242 and Section 245 of the General Corporation Law of the State of Delaware.

\* \* \*

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by an authorized officer of this Corporation on this 31<sup>st</sup> day of May, 2016.

**THE CHILDREN'S PLACE, INC.**

By: Bradley P. Cost  
Name: Bradley P. Cost  
Title: Senior Vice President,  
General Counsel

# SCHEDULE 1

**EXHIBIT A**

**USA Copyright Registrations, USA Copyright Applications and USA Copyright Licenses**

**USA Copyright Registrations and Applications**

Claimant: The Children's Place Retail Stores, Inc.

<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
Angel berry	VA-722-321	12/14/1998
Turtle melon	VA-722-322	12/14/1998
Grape opotamus	VA-722-323	12/14/1998
Spring '98 print	VA-943-086	03/29/1999
Red, white & blue clothing collection	VA-1-207-074	08/4/2003
Butterfly with simple daisy print	VA-1-219-188	08/18/2003
Large and small simple daisy print with leaf motif	VA-1-219-189	08/18/2003
Simple daisy print combo	VA-1-222-768	08/18/2003
Variegated stripe pattern	VA-1-223-206	08/28/2003

**USA Copyright Licenses**

License Agreement, dated April 20, 2007, by and between E.S. Originals, Inc. and The Children's Place Services Company, LLC, relating to Fabric Bottom Shoes.

Exhibits to Intellectual Property Security Agreement

**EXHIBIT C**

**USA Trademark Registrations, USA Trademark Applications and USA Trademark Licenses**

**USA Trademark Registrations and Applications**

Owner: The Children's Place Services Company, LLC

Trademark	Application No.	Registration No	Registration Date	Classes	Status
READING USA Logo	78/306,774	2957007	May 31 2005	41	Registered
AUTHENTIC PLACE	78/376,323	2934965	Mar 22 2005	25	Registered
Baby Luxuries	78/360,992	2990579	Aug 30 2005	25	Registered
BABY PLACE	74/398,572	1893655	May 9 1995	25	Registered
BABY PLACE	75/510,401	2394007	Oct 10 2000	35	Registered
BABYPLACE (Stylized)	75/661,214	2588897	Jul 2 2002	35	Registered
BABYPLACE (Stylized)	75/661,761	2382597	Sep 5 2000	25	Registered
CHILD PLACE	75/667,532	2757787	Sep 2 2003	41	Registered
FASHION QUALITY VALUE . . . ALL IN ONE PLACE	78/617,136	3082442	Apr 18 2006	35	Registered
NEWBORN NECESSITIES	78/246,881	2895433	Oct 19 2004	25	Registered
PLACE (Stylized)	75/297,926	2202251	Nov 3 1998	25	Registered
PLACE FOR LEARNING	76/032,719	2713967	May 6 2003	16,41	Registered
PLACE PALS	76/205,054	2743323	Jul 29 2003	25,28	Registered
PLC	76/385,035	2748506	Aug 5 2003	25	Registered
PLC Curve Design	78/696,713	3123629	Aug 1 2006	25	Registered
RATTLES	73/540,105	1402244	Jul 22 1986	25	Registered
SHOE PLACE	76/046,687	2976471	Jul 26 2005	25	Registered
SHOE PLACE	78/617,114	3279394	Aug 14 2007	35	Registered
TCP	74/663,928	2109480	Oct 28 1997	25,26	Registered
TCP	75/109,386	2111377	Nov 4 1997	18	Registered
THE CHILDREN'S OUTLET	73/457,760	1467689	Dec 1 1987	42	Registered
THE CHILDREN'S PLACE	73/025,302	1020742	Sep 16 1975	42	Registered
THE CHILDREN'S PLACE & Design	73/025,296	1020741	Sep 16 1975	42	Registered
THE CHILDREN'S PLACE (Stylized)	73/192,163	1137068	Jun 17 1980	42	Registered
THE CHILDREN'S PLACE (Stylized)	75/342,700	2165998	Jun 16 1998	25	Registered
THE CHILDREN'S PLACE OUTLET	75/268,941	2165577	Jun 16 1998	35	Registered
THE PLACE	73/807,826	1642868	Apr 30 1991	25,42	Registered
TINY SWEATS	76/288,004	2586959	Jun 25 2002	25	Registered
TINY TANK	76/288,006	2572397	May 21 2002	25	Registered
TINY TEE	76/419,462	2770458	Sep 30 2003	25	Registered

Exhibits to Intellectual Property Security Agreement



<b>WHERE FASHION PLAYS</b>	78/634,815	3090156	May 9 2006	35	Registered
<b>DESTINATION DENIM KIDS WITH AN ATTITUDE</b>	77/448,571			25	Pending
<b>MAKING THE VERY BEST ACCESSIBLE TO ALL CHILDREN</b>	76/032,720			16	Pending
<b>THE CHILDREN'S PLACE Logo Stacked (Blue)</b>	77/049,863			25,35	Pending
	77/216,094			18,24,25,2 8,35	Pending

**USA Trademark Licenses**

None.

Exhibits to Intellectual Property Security Agreement

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