

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626480

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|-----------------------------------|----------------------------------------------------|---------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Francesca's Holdings Corporation | | 01/30/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Francesca's IP Company, Inc. | | |
| Street Address: | 8760 Clay Road, Suite 100 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77080 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3542854 | FRANCESCA'S COLLECTIONS | |
| Registration Number: | 5356015 | FRANCESCA'S | |
| Registration Number: | 5323324 | FRANCESCA'S | |
| Registration Number: | 4806853 | FRANCESCA'S | |
| Registration Number: | 4098090 | FRANCESCA'S COLLECTIONS | |
| Registration Number: | 4210187 | FRANCESCA'S | |
| Registration Number: | 4489062 | TUILERIES | |
| Registration Number: | 4980551 | JUN & IVY | |
| Registration Number: | 5425862 | ALYA | |
| Registration Number: | 5170201 | BLUE RAIN | |
| Registration Number: | 5175486 | DINA BE | |
| Registration Number: | 5169744 | FRANLOVE | |
| Registration Number: | 5249009 | MI AMI | |
| Registration Number: | 4623657 | STORY BY FRANCESCA'S | |
| Registration Number: | 4232976 | FRANCESCA'S COLLECTIONS INDIGO WATERS | |
| Registration Number: | 5892203 | FRANREWARDS | |
| Registration Number: | 5871046 | HARPER HERITAGE | |
| Serial Number: | 90237951 | FRANKI BY FRANCESCA'S | |

OP \$465.00 3542854

CORRESPONDENCE DATA**Fax Number:** 2163485474*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:** 12163485400**Email:** lcouncil@mcdonaldhopkins.com**Correspondent Name:** McDonald Hopkins LLC**Address Line 1:** 600 Superior Avenue East Suite 2100**Address Line 4:** Cleveland, OHIO 44114**NAME OF SUBMITTER:** Christal Contini**SIGNATURE:** /Christal Contini/**DATE SIGNED:** 02/16/2021**Total Attachments: 20**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated and effective as of January 30, 2021, is entered into by and among Francesca’s Holdings Corporation, a Delaware corporation and debtor-in-possession (“FHC”), each of the Subsidiaries of FHC set forth on the signature pages to this Agreement (collectively, with FHC, “Seller”), and Francesca’s IP Company, Inc., a Delaware corporation (“Acquisition Subsidiary”). Seller and Acquisition Subsidiary shall each be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Seller, Francesca’s Acquisition, LLC, a Delaware limited liability company and the 100% equity owner of Acquisition Subsidiary, together with Tiger Capital Group, LLC and TerraMar Capital, LLC, are parties to that certain Amended and Restated Asset Purchase Agreement dated January 19, 2021 (the “Purchase Agreement”) (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement and the Purchase Agreement, and in consideration of the representations, warranties, and covenants set forth in the Purchase Agreement, the Parties hereby agree as follows:

1. Assignment. Effective as of the Closing, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns and transfers to Acquisition Subsidiary the Acquired Intellectual Property, including the Intellectual Property set forth on Schedule A, and all rights associated therewith, including, but not limited to, (i) all goodwill of Seller’s business associated with said Acquired Intellectual Property, together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries, (ii) all rights to file any future registrations or patents for any of the Acquired Intellectual Property, (iii) all common law rights associated with the Acquired Intellectual Property and (iv) all causes of action or other rights may be asserted under the Acquired Intellectual Property; the same to be held and enjoyed by Acquisition Subsidiary for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims by Seller for damages by reason of past infringement of any trademark or service mark which arises from the Acquired Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives.

2. Recordation. Exhibit A and Exhibit B attached hereto set forth recordable assignments of the registered trademarks and applications for registered trademarks and registered copyright, respectively, in each case included in the Acquired Intellectual Property. Acquisition Subsidiary may record such assignment with the United States Patent and Trademark Office and U.S. Copyright Office and equivalent authorities in applicable foreign jurisdictions to reflect Acquisition Subsidiary as the owner of such Acquired Intellectual Property.

3. No Conflict. The sale, assignment and transfer of the Acquired Intellectual Property made hereunder are made in accordance with and subject to all the terms and conditions of the Purchase Agreement (including, without limitation, the representations, warranties, covenants and agreements contained therein), which are incorporated herein by reference and which terms and conditions shall not be

superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, reduce or otherwise alter the representations, warranties, covenants, obligations or remedies of the Parties contained in the Purchase Agreement or the survival thereof.

4. Severability and Enforceability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

5. Amendment; Waivers. This Agreement may be amended or modified, and any of the terms or covenants hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any term or covenant, or of the breach of any term or covenant contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such term or condition, or of the breach of any other term of covenant of this Agreement.

6. Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will, at the requesting Party's sole cost and expense, take such further action (including, without limitation, the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other Party may reasonably request, which actions shall be reasonably necessary to transfer, convey or assign to Acquisition Subsidiary all of the Acquired Intellectual Property. In the event that Seller is unable or unwilling to fully perform its obligations under this Agreement, to the extent necessary to perfect such right, title and interest in and to Acquisition Subsidiary, Seller hereby irrevocably designates and appoints Acquisition Subsidiary or its assignee and their duly authorized officers and agents as Seller's agents and attorneys-in-fact to act for and on Seller's behalf and instead of Sellers, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Acquired Intellectual Property.

7. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the State of Delaware's Court of Chancery (or, if subject matter jurisdiction in that court is not available, in any appropriate state or federal courts in New Castle County in the State of Delaware).

8. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

9. Assignment; Successors and Assigns. This Agreement and the rights, duties and obligations hereunder may not be assigned by Seller without the prior written consent of Acquisition Subsidiary, and any attempted assignment without consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties.

10. Entire Agreement. This Agreement, the Purchase Agreement, and the Sale Order contain the entire understanding between the Parties with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ACQUISITION SUBSIDIARY:

FRANCESCA'S IP COMPANY, INC.

By: 
Name: Joshua Phillips
Title: President

SELLER:

FHC:

FRANCESCA'S HOLDING CORPORATION

By: _____
Name: Cindy Thomassee
Title: CFO

SUBSIDIARIES OF FHC:

FRANCESCA'S SERVICES CORPORATION

By: _____
Name: Cindy Thomassee
Title: CFO

FRANCESCA'S LLC

By: _____
Name: Cindy Thomassee
Title: CFO

FRANCESCA'S COLLECTIONS, INC.

By: _____
Name: Cindy Thomassee
Title: CFO

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ACQUISITION SUBSIDIARY:

FRANCESCA'S IP COMPANY, INC.

By: _____
Name: Joshua Phillips
Title: President

SELLER:

FHC:

FRANCESCA'S HOLDING CORPORATION

By: Cindy Thomasse
Name: Cindy Thomasse
Title: CFO

SUBSIDIARIES OF FHC:

FRANCESCA'S SERVICES CORPORATION

By: Cindy Thomasse
Name: Cindy Thomasse
Title: CFO

FRANCESCA'S LLC

By: Cindy Thomasse
Name: Cindy Thomasse
Title: CFO

FRANCESCA'S COLLECTIONS, INC.

By: Cindy Thomasse
Name: Cindy Thomasse
Title: CFO

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Acquired Intellectual Property

Registered Trademarks and Applications for Registered Trademarks

| <u>Owner</u> | <u>Title</u> | <u>Jurisdiction</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|----------------------------------|------------------------------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| Francesca's Services Corporation | Francesca's Collections (word mark) (stylized) | United States | 1/9/2008 | 12/9/2008 | 3542854 |
| Francesca's Collections, Inc. | FRANCESCA'S and Hummingbird Design | United States | 8/4/2016 | 12/12/2017 | 5356015 |
| Francesca's Services Corporation | Francesca's | United States | 4/11/2017 | 10/31/2017 | 5323324 |
| Francesca's Services Corporation | Francesca's | United States | 8/22/2014 | 9/8/2015 | 4806853 |
| Francesca's Services Corporation | Francesca's Collections | United States | 1/13/2011 | 2/14/2012 | 4098090 |
| Francesca's Services Corporation | Francesca's (stylized) | United States | 4/24/2012 | 9/18/2012 | 4210187 |
| Francesca's Services Corporation | Francesca's (United Kingdom) | United Kingdom | 12/8/2017 | N/A | 1390561 |
| Francesca's Services Corporation | Francesca's (Turkey) | Turkey | 12/8/2017 | N/A | 1390561 |
| Francesca's Services Corporation | Francesca's (Mexico) | Mexico | 12/8/2017 | N/A | 2015249 |
| Francesca's Services Corporation | Francesca's | European Union Community | 12/8/2017 | N/A | 1390561 |

| <u>Owner</u> | <u>Title</u> | <u>Jurisdiction</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-----------------------------------|------------------------------------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| | (European Union (Community)) | | | | |
| Francesca's Services Corporation | Francesca's (Madrid Protocol) | Madrid Protocol | 12/8/2017 | 12/8/2017 | 1390561 |
| Francesca's Services Corporation | Francesca's Collections (European Union (Community)) | European Union Community | 1/19/2011 | 1/19/2011 | 1066608 |
| Francesca's Services Corporation | Francesca's Collections (Madrid Protocol) | Madrid Protocol | 1/19/2011 | 1/19/2011 | 1066608 |
| Francesca's Services Corporation | Francesca's Collections (Canada) | Canada | 1/24/2011 | 3/14/16 | TMA931600 |
| Francesca's Services Corporation | Francesca's Collections (Mexico) | Mexico | 1/24/2011 | 8/17/2011 | 1233359 |
| Francesca's Services Corporation. | Francesca's Collections (Mexico) | Mexico | 1/24/2011 | 2/14/2012 | 1267805 |
| Francesca's Services Corporation | JUN & IVY | United States | 8/27/2013 | 6/21/2016 | 4980551 |
| Francesca's Services Corporation | Alya | United States | 8/4/2016 | 3/20/2018 | 5425862 |
| Francesca's Services Corporation | Blue Rain | United States | 8/4/2016 | 3/28/2017 | 5170201 |
| Francesca's Services Corporation | Dina Be | United States | 8/4/2016 | 4/4/2017 | 5175486 |
| Francesca's Services Corporation | FRANLOVE | United States | 5/10/2016 | 3/28/2017 | 5169744 |

| <u>Owner</u> | <u>Title</u> | <u>Jurisdiction</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|----------------------------------|-------------------------------------------------|---------------------|-------------------------|--------------------------|-------------------------|
| Francesca's Services Corporation | MI AMI | United States | 8/4/2016 | 7/25/2017 | 5249009 |
| Francesca's Services Corporation | STORY BY FRANCESCA'S and Design | United States | 11/7/2013 | 10/21/2014 | 4623657 |
| Francesca's Services Corporation | FRANCESCA'S COLLECTIONS INDIGO WATERS in Design | United States | 2/9/2012 | 10/30/2012 | 4232976 |
| Francesca's Services Corporation | FRANREWARDS | United States | 4/30/2018 | 10/22/2019 | 5892203 |
| Francesca's Services Corporation | Francesca's | China | 05/2018 | 2/28/2019 | 30744880 |
| Francesca's Services Corporation | HARPER HERITAGE | United States | 6/19/2018 | 10/1/2019 | 5871046 |
| Francesca's Services Corporation | Franki by Francesca's | United States | 10/6/20 | N/A | Serial No. 90/237,951 |

Unregistered Trade Names

francesca's

Francesca's Collections

Registered Copyrights

| Record Owner | Type of Work | Title | Jurisdiction | Reg. Date | Reg. No. |
|----------------------------------|---------------------|---------------------|---------------------|------------------|-----------------|
| Francesca's Services Corporation | Visual Material | Francesca's Pattern | United States | 5/22/2014 | VAu001177008 |

Domain Name Registrations

Francesca's.com

Exhibit A

Recordable Trademark Assignment

(see attached)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is dated January 30, 2021 and is between Francesca's Services Corporation, a Texas corporation, and Francesca's Collections, Inc., a Texas corporation (collectively "Seller"), each with an address of 8760 Clay Road, Houston, Texas 77080, on the one hand, and Francesca's IP Company, Inc., a Delaware corporation ("Acquisition Subsidiary") with an address of c/o TerraMar Capital, LLC, 1200 Wilshire Boulevard, Suite 1750, Los Angeles, CA 92626.

1. **ASSIGNMENT.** Seller is the record owner of the registered trademarks and trademark applications listed on Schedule 1 hereto (collectively, the "Assigned Trademarks"). Seller hereby sells and assigns to Acquisition Subsidiary all of Seller's right, title, and interest in and to the Assigned Trademarks and the goodwill associated with the Assigned Trademarks.
2. **MISCELLANEOUS.** This agreement is governed by Delaware law.

The parties are signing this agreement on the date first set forth above.

SELLER:

FRANCESCA'S SERVICES CORPORATION

By: Cindy Thomasee
Name: Cindy Thomasee
Title: CFO

FRANCESCA'S COLLECTIONS, INC.

By: Cindy Thomasee
Name: Cindy Thomasee
Title: CFO

ACQUISITION SUBSIDIARY:

FRANCESCA'S IP COMPANY, INC.

By: _____
Name: Joshua Phillips
Title: President

The parties are signing this agreement on the date first set forth above.

SELLER:

FRANCESCA'S SERVICES CORPORATION


By: _____
Name: Cindy Thomassee
Title: CFO

FRANCESCA'S COLLECTIONS, INC.

By: _____
Name: Cindy Thomassee
Title: CFO

ACQUISITION SUBSIDIARY:

FRANCESCA'S IP COMPANY, INC.

By:  _____
Name: Joshua Phillips
Title: President

Schedule 1

Assigned Trademarks

| <u>Owner</u> | <u>Title</u> | <u>Jurisdiction</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|----------------------------------|------------------------------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| Francesca's Services Corporation | Francesca's Collections (word mark) (stylized) | United States | 1/9/2008 | 12/9/2008 | 3542854 |
| Francesca's Collections, Inc. | FRANCESCA'S and Hummingbird Design | United States | 8/4/2016 | 12/12/2017 | 5356015 |
| Francesca's Services Corporation | Francesca's | United States | 4/11/2017 | 10/31/2017 | 5323324 |
| Francesca's Services Corporation | Francesca's | United States | 8/22/2014 | 9/8/2015 | 4806853 |
| Francesca's Services Corporation | Francesca's Collections | United States | 1/13/2011 | 2/14/2012 | 4098090 |
| Francesca's Services Corporation | Francesca's (stylized) | United States | 4/24/2012 | 9/18/2012 | 4210187 |
| Francesca's Services Corporation | Francesca's (United Kingdom) | United Kingdom | 12/8/2017 | N/A | 1390561 |
| Francesca's Services Corporation | Francesca's (Turkey) | Turkey | 12/8/2017 | N/A | 1390561 |
| Francesca's Services Corporation | Francesca's (Mexico) | Mexico | 12/8/2017 | N/A | 2015249 |
| Francesca's Services Corporation | Francesca's (European Union Community) | European Union Community | 12/8/2017 | N/A | 1390561 |

| <u>Owner</u> | <u>Title</u> | <u>Jurisdiction</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-----------------------------------|------------------------------------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| Francesca's Services Corporation | Francesca's (Madrid Protocol) | Madrid Protocol | 12/8/2017 | 12/8/2017 | 1390561 |
| Francesca's Services Corporation | Francesca's Collections (European Union (Community)) | European Union Community | 1/19/2011 | 1/19/2011 | 1066608 |
| Francesca's Services Corporation | Francesca's Collections (Madrid Protocol) | Madrid Protocol | 1/19/2011 | 1/19/2011 | 1066608 |
| Francesca's Services Corporation | Francesca's Collections (Canada) | Canada | 1/24/2011 | 3/14/16 | 1512315 |
| Francesca's Services Corporation | Francesca's Collections (Mexico) | Mexico | 1/24/2011 | 8/17/2011 | 1233359 |
| Francesca's Services Corporation. | Francesca's Collections (Mexico) | Mexico | 1/24/2011 | 2/14/2012 | 1267805 |
| Francesca's Services Corporation | Tuileries | United States | 5/14/2012 | 2/25/2014 | 4489062 |
| Francesca's Services Corporation | JUN & IVY | United States | 8/27/2013 | 6/21/2016 | 4980551 |
| Francesca's Services Corporation | Alya | United States | 8/4/2016 | 3/20/2018 | 5425862 |
| Francesca's Services Corporation | Blue Rain | United States | 8/4/2016 | 3/28/2017 | 5170201 |
| Francesca's Services Corporation | Dina Be | United States | 8/4/2016 | 4/4/2016 | 5175486 |

| <u>Owner</u> | <u>Title</u> | <u>Jurisdiction</u> | <u>Application Date</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|----------------------------------|-------------------------------------------------|---------------------|-------------------------|--------------------------|-------------------------|
| Francesca's Services Corporation | FRANLOVE | United States | 5/10/2016 | 3/28/2017 | 5169744 |
| Francesca's Services Corporation | MI AMI | United States | 8/4/2016 | 7/25/2017 | 5249009 |
| Francesca's Services Corporation | STORY BY FRANCESCA'S and Design | United States | 11/7/2013 | 10/21/2014 | 4623657 |
| Francesca's Services Corporation | FRANCESCA'S COLLECTIONS INDIGO WATERS in Design | United States | 2/9/2012 | 10/30/2012 | 4232976 |
| Francesca's Services Corporation | FRANREWARDS | United States | 4/30/2018 | 10/22/2019 | 5892203 |
| Francesca's Services Corporation | Francesca's | China | 05/2018 | N/A | N/A |
| Francesca's Services Corporation | HARPER HERITAGE | United States | 6/19/2018 | 10/1/2019 | 5871046 |
| Francesca's Services Corporation | Franki by Francesca's | United States | 10/6/20 | N/A | Serial No. 90/237,951 |

Exhibit B

Recordable Copyright Assignment

(see attached)

COPYRIGHT ASSIGNMENT AGREEMENT

This Copyright Assignment Agreement is dated January 30, 2021 and is between Francesca's Services Corporation, a Texas corporation ("Seller"), with an address of 8760 Clay Road, Houston, Texas 77080 and Francesca's IP Company, Inc., a Delaware corporation ("Acquisition Subsidiary"), with an address of c/o TerraMar Capital, LLC, 1200 Wilshire Boulevard, Suite 1750, Los Angeles, CA 92626.

1. **ASSIGNMENT.** Seller is the record owner of the registered copyright listed on Schedule 1 hereto (the "Assigned Copyright"). Seller hereby sells and assigns to Acquisition Subsidiary all of Seller's right, title, and interest in and to the Assigned Copyright.
2. **MISCELLANEOUS.** This agreement is governed by Delaware law.

The parties are signing this agreement on the date first set forth above.

SELLER:

FRANCESCA'S SERVICES CORPORATION

By: Cindy Thomasee
Name: Cindy Thomasee
Title: CFO

ACQUISITION SUBSIDIARY:

FRANCESCA'S IP COMPANY, INC.

By: _____
Name: Joshua Phillips
Title: President

The parties are signing this agreement on the date first set forth above.

SELLER:

FRANCESCA'S SERVICES CORPORATION

By: _____

Name: Cindy Thomasee

Title: CFO

ACQUISITION SUBSIDIARY:

FRANCESCA'S IP COMPANY, INC.

By:  _____

Name: Joshua Phillips

Title: President

Schedule 1

Assigned Copyright

| Record Owner | Type of Work | Title | Jurisdiction | Reg. Date | Reg. No. |
|----------------------------------|---------------------|---------------------|---------------------|------------------|-----------------|
| Francesca's Services Corporation | Visual Material | Francesca's Pattern | United States | 5/22/2014 | VAu001177008 |

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