

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Francesca's IP Company, Inc.		02/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tiger Finance, LLC		
Street Address:	60 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5425862	ALYA	
Registration Number:	5356015	FRANCESCA'S	
Registration Number:	3542854	FRANCESCA'S COLLECTIONS	
Registration Number:	5323324	FRANCESCA'S	
Registration Number:	4806853	FRANCESCA'S	
Registration Number:	4623657	STORY BY FRANCESCA'S	
Registration Number:	4098090	FRANCESCA'S COLLECTIONS	
Registration Number:	4210187	FRANCESCA'S	
Registration Number:	4232976	FRANCESCA'S COLLECTIONS INDIGO WATERS	
Registration Number:	4489062	TUILERIES	
Registration Number:	4980551	JUN & IVY	
Registration Number:	5170201	BLUE RAIN	
Registration Number:	5175486	DINA BE	
Registration Number:	5169744	FRANLOVE	
Registration Number:	5249009	MI AMI	
Registration Number:	5892203	FRANREWARDS	
Registration Number:	5871046	HARPER HERITAGE	
Serial Number:	90237951	FRANKI BY FRANCECSA'S	

CH \$465.00 5425862

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.

Email: stokesb@gtlaw.com**Correspondent Name:** Bethany A. Stokes**Address Line 1:** Greenberg Traurig, LLP**Address Line 2:** One International Place, Suite 2000**Address Line 4:** Boston, MASSACHUSETTS 02110**ATTORNEY DOCKET NUMBER:** 060789-011900**NAME OF SUBMITTER:** Bethany A. Stokes**SIGNATURE:** /Bethany A. Stokes/**DATE SIGNED:** 02/17/2021**Total Attachments: 6**

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of February 1, 2021, is made by and among the parties identified as "Grantors" on the signature pages hereto (each, individually, a "Grantor", and collectively, the "Grantors") and TIGER FINANCE, LLC, as collateral agent for the Lenders (in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Revolving Credit Agreement, dated as of the date hereof by and among Francesca's Acquisition, LLC, a Delaware limited liability company, Francesca's Operations, Inc., a Delaware corporation, and Francesca's Administrative Management, Inc., a Texas corporation, Francesca's IP Company, Inc., a Delaware corporation (collectively, the "Borrowers"), the Lenders from time to time party thereto, Tiger Finance, LLC, as Administrative Agent and Collateral Agent, and Second Avenue Capital Partners, LLC, as Funding Agent (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Committed Revolving Loans to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, the Grantors and the Collateral Agent are party to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the "Security Agreement"; all capitalized terms not defined herein have the meaning give to such term in the Security Agreement). Pursuant to the Security Agreement, each Grantor grants to the Collateral Agent, for the benefit of the Credit Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Collateral, including any Trademarks owned by any Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors are required to execute this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Grant of Security Interest.* To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Credit Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all the Trademarks, whether now owned or existing or owned, acquired or arising hereafter, including the trademark registrations and trademark applications set forth on Schedule 1 hereto (collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary contained in this Section 1, the security interest granted under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law; provided that upon submission to and acceptance by the USPTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. The Grantors and the Collateral Agent, on behalf of the Credit Parties, hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral is not to be construed as an assignment of any Trademarks.

SECTION 2. *Purpose.* This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 3. *Acknowledgment.* Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest 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 of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

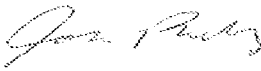
SECTION 5. *Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL.* The terms of Article 10 of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Copyrights to be duly executed by their respective authorized officers as of the day and year first above written.

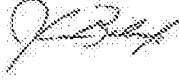
GRANTOR:

FRANCESCA'S IP COMPANY, INC., a Delaware corporation

By: 
Name: Joshua Phillips
Title: President

Acknowledged and Accepted:

TIGER FINANCE, LLC, as Collateral Agent



By: _____

Name: Andrew Babcock

Title: Managing Director

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007195 FRAME: 0006

Schedule I

U.S. Trademark Registrations and Applications

Trademark Registrations:

Mark	Jurisdiction	Reg. No.	Reg. Date	Record Owner
ALYA	US	5425862	3/20/2018	Francesca's IP Company, Inc.
francesca's	US	5356015	12/12/2017	Francesca's IP Company, Inc.
	US	3542854	12/9/2008	Francesca's IP Company, Inc.
FRANCESCA'S	US	5323324	10/31/2017	Francesca's IP Company, Inc.
FRANCESCA'S	US	4806853	9/8/2015	Francesca's IP Company, Inc.
	US	4623657	10/21/2014	Francesca's IP Company, Inc.
FRANCESCA'S COLLECTIONS	US	4098090	2/14/2012	Francesca's IP Company, Inc.
francesca's	US	4210187	9/18/2012	Francesca's IP Company, Inc.
	US	4232976	10/30/2012	Francesca's IP Company, Inc.
TUILERIES	US	4489062	2/25/2014	Francesca's IP Company, Inc.
JUN & IVY	US	4980551	6/21/2016	Francesca's IP Company, Inc.
BLUE RAIN	US	5170201	3/28/2017	Francesca's IP Company, Inc.

DINA BE	US	5175486	4/4/2017	Francesca's IP Company, Inc.
FRANLOVE	US	5169744	3/28/2017	Francesca's IP Company, Inc.
MI AMI	US	5249009	7/25/2017	Francesca's IP Company, Inc.
FRANREWARDS	US	5892203	10/22/2019	Francesca's IP Company, Inc.
HARPER HERITAGE	US	5871046	10/1/2019	Francesca's IP Company, Inc.

Trademark Applications:

Mark	Jurisdiction	Appl. No.	Filing Date	Record Owner
FRANKI BY FRANCECSCA'S	US	Serial No. 90/237951	10/6/2020	Francesca's IP Company, Inc.