

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLSIP LLC		09/30/2022	Limited Liability Company: DELAWARE
CBI DISTRIBUTING CORP.		09/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 South Dearborn, 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	
Registration Number:	2908859	CLAIRE'S	
		TRADEMARK	

OP \$1190.00 3319826

Property Type	Number	Word Mark
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:	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
Serial Number:	97064980	CDROP

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1797122 TM
NAME OF SUBMITTER:	Elizabeth Estep
SIGNATURE:	/Elizabeth Estep/
DATE SIGNED:	10/04/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 30, 2022 (this “Agreement”), among the grantors listed on the signature pages hereto (the “Grantors”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of September 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the:

(a) United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Guarantee and Collateral Agreement. The Security Interest granted to the Guarantee and Collateral Agent herein is granted in furtherance, and not in limitation, of the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Grantor from its obligations and/or release of the Trademark Collateral under the Guarantee and Collateral Agreement pursuant to Section 7.15 of the Guarantee and Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

[Remainder of this page intentionally left blank]

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

CLSIP LLC,
CBI Distributing Corp.,
each as Grantor

By:



.....
Name: Michael Schwindle
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007859 FRAME: 0726

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




By: *Bonnie J. David*
Name: Bonnie J. David
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007859 FRAME: 0727

Schedule I to the
Trademark Security Agreement

Trademark Registrations:

Registered Owner	Mark	Jurisdiction	Reg. No.	Registration Date
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	3319826	23-OCT-2007
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S (Stylized) claire's	U.S. Federal	3602239	07-APR-2009
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S ACCESSORIES & Design claire's <i>accessories</i>	U.S. Federal	2294937	30-NOV-1999
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S BOUTIQUES and design 	U.S. Federal	1514045	22-NOV-1988
CBI Distributing Corp. and CLSIP LLC	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 and design 	U.S. Federal	5563935	18-SEP-2018
CBI Distributing Corp. and 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. and CLSIP LLC	...IT'S AT CLAIRE'S	U.S. Federal	3817929	13-JUL-2010
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2978984	26-JUL-2005
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2974652	19-JUL-2005
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2951866	17-MAY-2005
CBI Distributing Corp.	CLAIRE'S	U.S. Federal	2908857	07-DEC-2004

Registered Owner	Mark	Jurisdiction	Reg. No.	Registration Date
and CLSIP LLC				
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2908859	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2967212	12-JUL-2005
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2900024	02-NOV-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2925470	08-FEB-2005
CBI Distributing Corp. and CLSIP LLC.	CLAIRE'S	U.S. Federal	2908861	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	3190839	02-JAN-2007
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	1891172	25-APR-1995
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S and circle A design cloire's	U.S. Federal	2623039	24-SEP-2002
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S (Stylized) Claire's	U.S. Federal	1890335	18-APR-1995
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S (Stylized) Claire's	U.S. Federal	1925359	10-OCT-1995
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S (Stylized) Claire's	U.S. Federal	1929317	24-OCT-1995
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S ACCESSORIES	U.S. Federal	1956047	13-FEB-1996
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S ACCESSORIES	U.S. Federal	1946557	09-JAN-1996
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	3343775	27-NOV-2007
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	2908862	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	2908863	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	2908865	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	2908866	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	2908868	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S CLUB	U.S. Federal	2908191	07-DEC-2004
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S ETC.	U.S. Federal	2065959	27-MAY-1997

Registered Owner	Mark	Jurisdiction	Reg. No.	Registration Date
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S OUTLET	U.S. Federal	4610591	23-SEP-2014
CLSIP LLC	ICING Stylized <i>icing</i>	U.S. Federal	4610511	23-SEP-2014
CBI Distributing Corp. and CLSIP LLC	ICING BY CLAIRE'S	U.S. Federal	3050863	24-JAN-2006
CLSIP LLC	ICING OUTLET	U.S. Federal	4544654	03-JUN-2014
CBI Distributing Corp. and CLSIP LLC	SENSITIVE SOLUTIONS	U.S. Federal	1951435	23-JAN-1996
CBI Distributing Corp. and CLSIP LLC	CLAIRE'S	U.S. Federal	2996103	13-SEP-2005
CBI Distributing Corp. and 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	CBI Distributing Corp. and CLSIP LLC	24-APR-2019
CDROP	U.S.	97/064980	CBI Distributing Corp. and CLSIP LLC	08-Oct-2021