

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6663/0307		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank N.A.		09/30/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CLSIP LLC		
Street Address:	2400 West Central Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CBI Distributing Corporation		
Street Address:	2400 West Central Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88271425	RAPID	
Serial Number:	88321493	RAPID	
Serial Number:	88400541	CLAIRE'S	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0312		

CH \$90.00 88271425

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	09/30/2022
Total Attachments: 4 source=Claire's - Trademark Release (TMSA June 2019) Executed(135880811.1)#page1.tif source=Claire's - Trademark Release (TMSA June 2019) Executed(135880811.1)#page2.tif source=Claire's - Trademark Release (TMSA June 2019) Executed(135880811.1)#page3.tif source=Claire's - Trademark Release (TMSA June 2019) Executed(135880811.1)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 30, 2022 (this “Release”), is made by Citibank N.A., in its capacity as administrative agent (in such capacity, the “Administrative Agent”) and collateral agent (in such capacity, the “Collateral Agent”) for the secured parties, in favor of CLSIP LLC, a Delaware limited liability company and CBI Distributing Corporation, a Delaware corporation (each a “Pledgor” and collectively, the “Pledgors”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement, or if not defined therein, in the Credit Agreement or Collateral Agreement as applicable.

WHEREAS, reference is made to that certain Amended and Restated ABL Credit Agreement, dated as of December 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Credit Parties party thereto, the lenders party thereto from time to time, the Administrative Agent and the Collateral Agent, among others;

WHEREAS, pursuant to the Credit Agreement, the Pledgors and the Collateral Agent, among others, entered into that certain Guarantee and Collateral Agreement, dated as of January 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, Pledgors executed and delivered that certain Trademark Security Agreement, dated as of June 5, 2019 (the “Trademark Security Agreement”), in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office (“USPTO”) on June 5, 2019 at Reel/Frame 6663/0307;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, each Pledgor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Pledgor’s right, title, and interest in, to, and under: (a) the trademark registrations and applications set forth in Schedule 1 hereto and renewals thereof (the “Trademarks”), excluding any intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” filing with respect thereto by the USPTO, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law; (b) all goodwill associated therewith or symbolized thereby; (c) all claims for, and rights to sue for, past or future infringements of any of the forgoing; and (d) all income, royalties, damages and payments then or thereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof, in each case, to the extent constituting “Collateral” under, and as defined in, the Collateral Agreement (collectively, the “Trademark Collateral”); and

WHEREAS, each Pledgor has requested that the Collateral Agent execute and deliver this Release to evidence the release of the Security Interest in the Trademark Collateral for filing and recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety the Security Interest in and to the Trademark Collateral, and re-assigns to each Pledgor, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Pledgor. Each Pledgor, and any successor to such Pledgor (including any person or entity hereafter holding any right, title or interest in, to or under the Trademark Collateral of such Pledgor) is authorized to record this Release in the USPTO with respect to the Trademark Collateral of such Pledgor.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITIBANK, N.A., as Collateral Agent

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President

[Signature Page to Trademark Security Release (June 2019)]

TRADEMARK
REEL: 007869 FRAME: 0625

SCHEDULE 1
TRADEMARKS

Trademark	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Owner
Rapid	Pending	1/22/2019	88/271425			CBI Distributing Corp.(82.5%) CLSIP LLC (17.5 %)
Rapid	Pending	3/1/2019	88/321493			CBI Distributing Corp. CLSIP LLC
Claire's	Pending	4/24/2019	88/400541			CBI Distributing Corp. CLSIP LLC