

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815965

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900773518		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRANCESCA'S ACQUISITION, LLC, a Delaware limited liability company		05/10/2023	Limited Liability Company: DELAWARE
FRANCESCA'S IP COMPANY, INC., a Delaware corporation		05/10/2023	Corporation: DELAWARE
RICHER POORER ACQUISITION LLC, a Delaware limited liability company		05/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, NA		
Street Address:	100 Federal Street		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5469460	RICHER POORER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1998245		

NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	06/08/2023
Total Attachments: 6 source=Scan - 2023-05-11 10.09.48#page2.tif source=Scan - 2023-05-11 10.09.48#page3.tif source=Scan - 2023-05-11 10.09.48#page4.tif source=Scan - 2023-05-11 10.09.48#page5.tif source=Scan - 2023-05-11 10.09.48#page6.tif source=Scan - 2023-05-11 10.09.48#page7.tif	

**JOINDER AND FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Joinder and First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of May 10, 2023 by and among **FRANCESCA'S ACQUISITION, LLC**, a Delaware limited liability company ("Borrower Agent"), **FRANCESCA'S IP COMPANY, INC.**, a Delaware corporation ("IPCO"; Borrower Agent and IPCO are hereinafter referred to, individually, as an "Existing Grantor" and, collectively, as the "Existing Grantors"), **RICHER POORER ACQUISITION LLC**, a Delaware limited liability company (the "New Grantor", and together with the Existing Grantors, individually, a "Grantor", and collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, as Lender (in such capacity, the "Lender") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of November 9, 2022 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by, among others, the Existing Grantors and the Lender; and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of November 9, 2022 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "IP Security Agreement"), by and among the Existing Grantors and the Lender, pursuant to which, among other things, such Existing Grantors granted to the Lender, for the ratable benefit of the Secured Parties, a continuing security interest and to the IP Collateral (as defined therein); and

WHEREAS, the New Grantor has joined the Loan Agreement and certain other Loan Documents pursuant to, among other things, that certain Joinder and First Amendment to Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Joinder"), by, among others, Existing Grantors, and the Lender; and

WHEREAS, pursuant to the Loan Agreement, the New Grantor is required to join the IP Security Agreement as a "Grantor" thereunder; and

WHEREAS, the New Grantor desires to join the IP Security Agreement, and the Grantors and the Lender now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Joinder to IP Security Agreement.
 - (a) In furtherance and as confirmation of the security interest granted by the New Grantor to the Lender (for its own benefit and the benefit of the other Secured Parties) under the Loan Agreement, and as further security for the prompt payment and performance of all Obligations, the New Grantor hereby ratifies such security interest and grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon, and a right to set off against, all of the present and future right, title and interest of the New Grantor in and to the IP Collateral of the New Grantor.
 - (b) The New Grantor hereby (a) joins in the execution of, and becomes a party to, the IP Security Agreement, (b) agrees that the New Grantor shall, for all purposes, be deemed to be a "Grantor" under the IP Security Agreement, and (c) agrees that the New Grantor is bound by all representations, warranties, covenants, agreements, liabilities and obligations of the Grantors under the IP Security Agreement and all related documents, in each case, with the same force and effect as if the New Grantor was a signatory to the IP Security Agreement and such related documents and was expressly named therein.
3. Amendment to Exhibit C. **EXHIBIT C** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT C-1** attached hereto.
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor (including the New Grantor) hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the IP Collateral described on Exhibit C-1 attached hereto) shall continue to secure the Obligations. Each Grantor further acknowledges and agrees that such Grantor does not have any knowledge of any offsets, defenses, or counterclaims against the Lender or any other Secured Party.
5. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This First Amendment shall become effective when the Lender has received counterparts bearing the signatures of all parties hereto. This First Amendment and the other Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter thereof. The provisions of Section 12.8 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*.

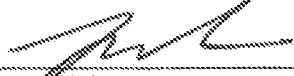
6. Governing Law. THIS FIRST AMENDMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

[signature pages follow]

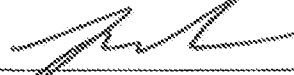
IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

EXISTING GRANTORS:

FRANCESCA'S ACQUISITION, LLC

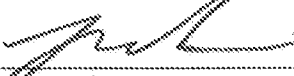
By: 
Name: Teresa Baker
Title: Co-Chief Financial Officer

FRANCESCA'S IP COMPANY, INC.

By: 
Name: Teresa Baker
Title: Co-Chief Financial Officer

NEW GRANTOR:

RICHER POORER ACQUISITION LLC

By: 
Name: Teresa Baker
Title: Co-Chief Financial Officer

LENDER:

BANK OF AMERICA, N.A.

By: *Luis Daniel Menendez*
Name: L. Daniel Menendez
Title: Vice President

EXHIBIT C-1

Trademark Registrations and Applications*

Grantor	Trademarks	Application/ Registration Number	Application/Registration Date	Status
Richer Poorer Acquisition LLC	RICHER POORER	5469460	May 15, 2018	Issued

*US, unless otherwise noted.

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