

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI46780

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FRANCESCA'S IP COMPANY, INC.		02/21/2024	Corporation: DELAWARE
RICHER POORER ACQUISITION LLC		02/21/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	TIGER FINANCE, LLC		
<b>Street Address:</b>	60 State Street		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5425862	ALYA	
<b>Registration Number:</b>	5170201	BLUE RAIN	
<b>Registration Number:</b>	5323324	FRANCESCA'S	
<b>Registration Number:</b>	4806853	FRANCESCA'S	
<b>Registration Number:</b>	4210187	FRANCESCA'S	
<b>Registration Number:</b>	5356015	FRANCESCA'S	
<b>Registration Number:</b>	4098090	FRANCESCA'S COLLECTIONS	
<b>Registration Number:</b>	3542854	FRANCESCA'S COLLECTIONS	
<b>Registration Number:</b>	7026982	FRANFINDS	
<b>Registration Number:</b>	6654861	FRANKI BY FRANCESCA'S.	
<b>Registration Number:</b>	5892203	FRANREWARDS	
<b>Registration Number:</b>	5871046	HARPER HERITAGE	
<b>Registration Number:</b>	5469460	RICHER POORER	
<b>Serial Number:</b>	98078212	HELLO FRANKI	
<b>CORRESPONDENCE DATA</b>			

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**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:** (617)310-6098  
**Email:** bethany.stokes@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

<b>ATTORNEY DOCKET NUMBER:</b>	060789.011600
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<b>NAME OF SUBMITTER:</b>	Bonnie Price
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<b>SIGNATURE:</b>	Bonnie Price
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<b>DATE SIGNED:</b>	02/26/2024
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**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 21, 2024, 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, Francesca's Administrative Management, Inc., a Texas corporation, Francesca's IP Company, Inc., a Delaware corporation, and Richer Poorer Acquisition LLC, a Delaware limited liability company (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.

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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.

*[Remainder of Page Intentionally Left Blank]*

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

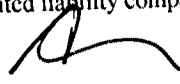
**GRANTORS:**

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



By: \_\_\_\_\_  
Name: Andrew Clarke  
Title: Chief Executive Officer

**RICHER POORER ACQUISITION LLC,**  
a Delaware limited liability company

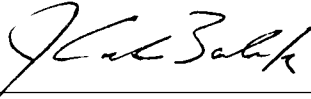


By: \_\_\_\_\_  
Name: Andrew Clarke  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Accepted:

**TIGER FINANCE, LLC**, as Collateral Agent

By: 

Name: Andrew Babcock

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008354 FRAME: 0137**

## Schedule I

### U.S. Trademark Registrations and Applications

#### Trademark Registrations:

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Francesca's IP Company, Inc.	ALYA	5425862	20-Mar-2018
Francesca's IP Company, Inc.	BLUE RAIN	5170201	28-Mar-2017
Francesca's IP Company, Inc.	FRANCESCA'S	5323324	31-Oct-2017
Francesca's IP Company, Inc.	FRANCESCA'S	4806853	8-Sept-2015
Francesca's IP Company, Inc.	FRANCESCA'S	30744880 (China)	28-Feb-2019
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (WIPO)	08-Dec-2017
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (European Union)	08-Dec-2017
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (Great Britain)	08-Dec-2017
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (Mexico)	08-Dec-2017
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (Turkey)	8-Dec-2017

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Francesca's IP Company, Inc.	FRANCESCA'S (stylized)	4210187	18-Sept-2012
Francesca's IP Company, Inc.	FRANCESCA'S & Design	5356015	12-Dec-2017
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	4098090	14-Feb-2012
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	1066608  (WIPO)	19-Jan-2011
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	1066608  (Great Britain)	19-Jan-2011
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	1066608  (European Union)	19-Jan-2011
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	TMA9311600  (Canada)	14-Mar-2016
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS & DESIGN	3542854	9-Dec-2008
Francesca's IP Company, Inc.	FRANFINDS	7026982	11-Apr-2023
Francesca's IP Company, Inc.	FRANKI BY FRANCESCA'S	6654861	22-Feb-2022
Francesca's IP Company, Inc.	FRANREWARDS	5892203	22-Oct-2019
Francesca's IP Company, Inc.	HARPER HERITAGE	5871046	1-Oct-2019
Richer Poorer Acquisition LLC	RICHER POORER	5469460	15-May-2018
Richer Poorer Acquisition LLC	HELLO FRANKI	98078212	10-Jul-2023

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RECORDED: 02/26/2024

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