

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLSIP LLC		06/05/2019	Limited Liability Company: DELAWARE
CBI Distributing Corp.		06/05/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88271425	RAPID	
<b>Serial Number:</b>	88321493	RAPID	
<b>Serial Number:</b>	88400541	CLAIRE'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Jackson Alldredge		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	J. Alldredge-36182.0006		
<b>NAME OF SUBMITTER:</b>	Jackson Alldredge		
<b>SIGNATURE:</b>	/Jackson Alldredge/		
<b>DATE SIGNED:</b>	06/05/2019		

CH \$90.00 88271425

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of June 5, 2019 is made by and among the pledgors listed on the signature pages hereto (the "Pledgors," and each, a "Pledgor") in favor of CITIBANK, N.A. as administrative agent (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "Collateral Agent") for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, Claire's Stores, Inc., a Florida corporation, (the "Lead Borrower") entered into an ABL Credit Agreement dated as of January 24, 2019 (the "Credit Agreement"), among Claire's Holdings LLC, a Delaware limited liability company ("Holdings"), the direct and indirect subsidiaries of the Lead Borrower party thereto as U.S. Borrowers and U.K. Borrowers, the Collateral Agent, the Administrative Agent and the lenders (the "Lenders") party thereto.

WHEREAS, as a condition precedent to the making of the loan by the Lenders under the Credit Agreement, each Pledgor is a party to and executed and delivered to the Collateral Agent that certain Guarantee and Collateral Agreement dated as of January 24, 2019, made by and among, *inter alios*, Holdings, the Lead Borrower, the Pledgors and the Collateral Agent, among others (the "Collateral Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, to secure the prompt payment and performance in full of all of the Obligations when due, a security interest in all of such Pledgor's right, title, and interest in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, and all 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 United States Patent and Trademark Office, 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 foregoing; and

(d) all income, royalties damages and payments now or hereafter 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.

2. Recordation. Each Pledgor authorizes the United States Patent and Trademark Office to record and register this Trademark Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Collateral Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLEDGORS:

CLSIP LLC  
CBI DISTRIBUTING CORP.  
as Pledgors

By:  \_\_\_\_\_

Name: Stephen Sernett

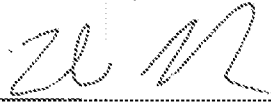
Title: Senior Vice President, General Counsel and  
Secretary

[SIGNATURE PAGE TO ABL TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006663 FRAME: 0311**

AGREED TO AND ACCEPTED:

CITIBANK, N.A.  
as Collateral Agent

By:   
Name: Thomas M. Halsch  
Title: Vice President

[SIGNATURE PAGE TO ABL TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006663 FRAME: 0312

**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