

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CBI Distributing Corp.		03/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	3817929	...IT'S AT CLAIRE'S
Registration Number:	3512546	
Registration Number:	2813344	CLAIRE
Registration Number:	1925359	CLAIRE'S
Registration Number:	3319826	CLAIRE'S
Registration Number:	2908857	CLAIRE'S
Registration Number:	2908859	CLAIRE'S
Registration Number:	2908858	CLAIRE'S
Registration Number:	1891172	CLAIRE'S
Registration Number:	1890335	CLAIRE'S
Registration Number:	2967212	CLAIRE'S
Registration Number:	2974652	CLAIRE'S
Registration Number:	1929317	CLAIRE'S
Registration Number:	2978984	CLAIRE'S

CH \$1290.00 3817929

Registration Number:	3190839	CLAIRE'S
Registration Number:	3190840	CLAIRE'S
Registration Number:	2900024	CLAIRE'S
Registration Number:	2996103	CLAIRE'S
Registration Number:	2925470	CLAIRE'S
Registration Number:	2908861	CLAIRE'S
Registration Number:	2951866	CLAIRE'S
Registration Number:	2919171	CLAIRE'S
Registration Number:	1956047	CLAIRE'S ACCESSORIES
Registration Number:	1946557	CLAIRE'S ACCESSORIES
Registration Number:	2294937	CLAIRE'S ACCESSORIES
Registration Number:	1514045	CLAIRE'S BOUTIQUES
Registration Number:	3343775	CLAIRE'S CLUB
Registration Number:	2908868	CLAIRE'S CLUB
Registration Number:	2908865	CLAIRE'S CLUB
Registration Number:	2908191	CLAIRE'S CLUB
Registration Number:	2908867	CLAIRE'S CLUB
Registration Number:	2908862	CLAIRE'S CLUB
Registration Number:	2908866	CLAIRE'S CLUB
Registration Number:	2908863	CLAIRE'S CLUB
Registration Number:	2992613	CLAIRE'S CLUB
Registration Number:	2065959	CLAIRE'S ETC.
Registration Number:	2064149	CLAIRE'S ETC.
Registration Number:	3602239	CLAIRE'S
Registration Number:	2623039	CLAIRE'S
Registration Number:	3743653	ICING
Registration Number:	3050863	ICING BY CLAIRE'S
Registration Number:	3475495	ICING BY CLAIRE'S
Registration Number:	4005371	SECRET SANTA CIRCLE
Registration Number:	1951435	SENSITIVE SOLUTIONS
Registration Number:	1466727	THE ICING
Registration Number:	3461876	THE ICING
Registration Number:	2234841	THE ICING ACCESSORIES
Registration Number:	2664513	WHERE GETTING READY IS HALF THE FUN
Registration Number:	3136920	WHERE THROWING A PARTY IS ALL THE FUN

TRADEMARK

REEL: 004983 FRAME: 0573

	2745298	CLAIRE'S GARDEN
Registration Number:	2856777	CLAIRE'S GARDEN FILLED WAX CANDLE

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	572637-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/15/2013

Total Attachments: 9
source=3-15-13 CBI Distributing Corp-TM#page1.tif
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of March 15, 2013, between CBI Distributing Corp., a Delaware corporation (the “Grantor”), and The Bank of New York Mellon Trust Company, N.A., as collateral agent for the Indenture Secured Parties (as hereinafter defined) (in such capacity, the “Collateral Agent”).

Reference is made to (x) the Collateral Agreement dated March 15, 2013 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Notes Security Agreement”) among Claire’s Stores, Inc., a Florida corporation (the “Issuer”), the other Pledgors (as defined below) party thereto from time to time, and the Collateral Agent, and (y) the Indenture dated as of March 15, 2013, among the Issuer, the Guarantors party thereto from time to time and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the “Trustee”) and Collateral Agent (such agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

The Issuer and each other Pledgor (including the Grantor) will receive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the other Noteholder Documents and each is, therefor, willing to enter into this Agreement. This Agreement is given by the Grantor in favor of the Collateral Agent for the benefit of the Indenture Secured Parties to secure the payment and performance of all of the Notes Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Notes Security Agreement. The rules of construction specified in Section 1.02 of the Notes Security 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 Notes Obligations, the Grantor, pursuant to the Notes Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Indenture Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

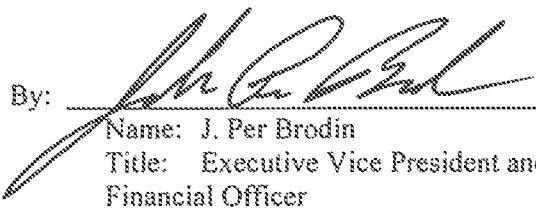
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Notes Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Notes Security 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 Notes Security Agreement, the terms and provisions of which, including without limitation, all rights, privileges, protections, benefits, immunities and indemnities provided the Collateral Agent, 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 Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor and the Indenture Secured Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

CBI DISTRIBUTING CORP.

By: 
Name: J. Per Brodin
Title: Executive Vice President and Chief
Financial Officer

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Collateral Agent

By: *Teresa Petta*
Name: TERESA PETTA
Title: VICE PRESIDENT

[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004983 FRAME: 0578

Trademark Registrations

Please see attached.

TRADEMARK REGISTRATIONS

Owner	Mark	Classes	Status	Reg. No./(Ser. No.)
CBI Distributing Corp.	IT'S AT CLAIRE'S	35	Registered	3817929
CBI Distributing Corp.	C Swirl Logo	3, 14, 16, 20, 26	Registered	3512546
CBI Distributing Corp.	CLAIRE	28	Registered	2813344
CBI Distributing Corp.	CLAIRE'S	14	Registered	1925359
CBI Distributing Corp.	CLAIRE'S	3	Registered	3319826
CBI Distributing Corp.	CLAIRE'S	9	Registered	2908857
CBI Distributing Corp.	CLAIRE'S	16	Registered	2908859
CBI Distributing Corp.	CLAIRE'S	11	Registered	2908858
CBI Distributing Corp.	CLAIRE'S	25	Registered	1891172
CBI Distributing Corp.	CLAIRE'S	42	Registered	1890335
CBI Distributing Corp.	CLAIRE'S	20	Registered	2967212
CBI Distributing Corp.	CLAIRE'S	35	Registered	2974652
CBI Distributing Corp.	CLAIRE'S	5	Registered	1929317
CBI Distributing Corp.	CLAIRE'S	16	Registered	2978984
CBI Distributing Corp.	CLAIRE'S	35	Registered	3190839
CBI Distributing Corp.	CLAIRE'S	21	Registered	3190840
CBI Distributing Corp.	CLAIRE'S	24	Registered	2900024
CBI Distributing Corp.	CLAIRE'S	14	Registered	2996103
CBI Distributing Corp.	CLAIRE'S	25	Registered	2925470
CBI Distributing Corp.	CLAIRE'S	26	Registered	2908861
CBI Distributing Corp.	CLAIRE'S	3	Registered	2951866
CBI Distributing Corp.	CLAIRE'S	21	Registered	2919171
CBI Distributing Corp.	CLAIRE'S ACCESSORIES	42	Registered	1956047
CBI Distributing Corp.	CLAIRE'S ACCESSORIES	42	Registered	1946557
CBI Distributing Corp.	CLAIRE'S ACCESSORIES and design	35	Registered	2294937
CBI Distributing Corp.	CLAIRE'S BOUTIQUES and design	42	Registered	1514045

CBI Distributing Corp.	CLAIRE'S CLUB	35	Registered	3343775
CBI Distributing Corp.	CLAIRE'S CLUB	25	Registered	2908868
CBI Distributing Corp.	CLAIRE'S CLUB	14	Registered	2908865
CBI Distributing Corp.	CLAIRE'S CLUB	26	Registered	2908191
CBI Distributing Corp.	CLAIRE'S CLUB	20	Registered	2908867
CBI Distributing Corp.	CLAIRE'S CLUB	3	Registered	2908862
CBI Distributing Corp.	CLAIRE'S CLUB	18	Registered	2908866
CBI Distributing Corp.	CLAIRE'S CLUB	9	Registered	2908863
CBI Distributing Corp.	CLAIRE'S CLUB	21	Registered	2992613
CBI Distributing Corp.	CLAIRE'S ETC.	42	Registered	2065959
CBI Distributing Corp.	CLAIRE'S ETC.	42	Registered	2064149
CBI Distributing Corp.	CLAIRE'S Logo	35	Registered	3602239
CBI Distributing Corp.	CLAIRE'S Stylized with @ logo	35	Registered	2623039

	ICING	3, 9, 14, 18, 20, 25, 26, 35		
CBI Distributing Corp.			Registered	3743653
CBI Distributing Corp.	ICING BY CLAIRE'S	35	Registered	3050863
CBI Distributing Corp.	ICING BY CLAIRE'S	14, 26	Registered	3475495
	SECRET SANTA CIRCLE	35		
CBI Distributing Corp.			Registered	4005371
	SENSITIVE SOLUTIONS	14		
CBI Distributing Corp.			Registered	1951435
CBI Distributing Corp.	THE ICING	42	Registered	1466727
CBI Distributing Corp.	THE ICING	35	Registered	3461876
	THE ICING ACCESSORIES and Design	35		
CBI Distributing Corp.			Registered	2234841
	WHERE GETTING READY IS HALF THE FUN	35		
CBI Distributing Corp.			Registered	2664513
CBI Distributing Corp.	WHERE THROWING A PARTY IS ALL THE FUN	41	Registered	3136920
CBI Distributing Corp.	CLAIRE'S GARDEN	4	Registered	2745298
	CLAIRE'S GARDEN FILLED WAX CANDLE & Design	21		
CBI Distributing Corp.			Registered	2856777