

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest Under Collateral Agreement and First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		09/20/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CBI Distributing Corp.
Street Address:	2400 West Central Road
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60192
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3817929	...IT'S AT CLAIRE'S
Registration Number:	1925359	CLAIRE'S
Registration Number:	3319826	CLAIRE'S
Registration Number:	2908857	CLAIRE'S
Registration Number:	2908859	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
Registration Number:	3190839	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:	1956047	CLAIRE'S ACCESSORIES

CH \$1065.00 3817929

TRADEMARK

Property Type	Number	Word Mark
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:	2908862	CLAIRE'S CLUB
Registration Number:	2908866	CLAIRE'S CLUB
Registration Number:	2908863	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:	4005371	SECRET SANTA CIRCLE
Registration Number:	1951435	SENSITIVE SOLUTIONS
Registration Number:	4610591	CLAIRE'S OUTLET
Registration Number:	3050863	ICING BY CLAIRE'S
Registration Number:	3743653	ICING
Registration Number:	4544654	ICING OUTLET
Registration Number:	4610511	ICING
Registration Number:	1466727	THE ICING
Registration Number:	3461876	THE ICING
Registration Number:	2234841	THE ICING ACCESSORIES

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395151

Email: felicia.gordon@morganlewis.com

Correspondent Name: Dana S. Gross

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 034664.14.0947

NAME OF SUBMITTER: Dana S. Gross

SIGNATURE: /Dana S. Gross/

DATE SIGNED: 09/21/2016

Total Attachments: 7

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**PARTIAL RELEASE OF SECURITY INTEREST UNDER
COLLATERAL AGREEMENT AND FIRST LIEN TRADEMARK SECURITY
AGREEMENT**

This PARTIAL RELEASE OF SECURITY INTEREST UNDER COLLATERAL AGREEMENT AND FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Partial Release") is executed as of September 20, 2016 by The Bank of New York Mellon Trust Company, N.A., as collateral agent for the Indenture Secured Parties (in such capacity, the "Collateral Agent"). Capitalized terms used and not defined herein have the meaning ascribed to such terms in the Collateral Agreement referred to below.

WHEREAS, CBI Distributing Corp., a Delaware corporation (the "Grantor"), is a party to that certain Collateral Agreement, dated as of March 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time the "Collateral Agreement"), among Claire's Stores, Inc., the Grantor and certain other subsidiaries of Claire's Stores, Inc., and the Collateral Agent; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered to the Collateral Agent (for the benefit of itself and the other Indenture Secured Parties) that certain First Lien Trademark Security Agreement, dated as of March 2, 2012, and recorded with the United States Patent and Trademark Office (the "USPTO") on March 2, 2012, at Reel 004730 and Frame 0265 (the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, the Grantor has granted to the Collateral Agent (for the benefit of itself and the other Indenture Secured Parties), as security for the Notes Obligations, a continuing security interest in all of its right, title and interest in and to its Trademarks and the Trademark Collateral (as defined in the Trademark Security Agreement) (collectively, the "Trademark Collateral") and certain other intellectual property consisting of Internet domain names; and

WHEREAS, the Grantor has requested that the Collateral Agent release all liens and security interests granted to the Collateral Agent (for the benefit of itself and the other Indenture Secured Parties) by the Grantor in (i) an undivided 17.5% ownership interest in the CLAIRE'S marks covered by the United States federal registrations listed on Schedule 1, any existing variation of these marks as used in the United States, all common law rights in the United States to same, and the goodwill associated with or symbolized by the foregoing, all claims for, and rights to sue for, past, present or future infringement of any of the foregoing, and 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, present or future infringement thereof, and any new variations of these marks that may be later adopted by Claire's Stores, Inc. or its subsidiaries (the "Claire's Parties") and used or registered in the United States, (ii) an undivided 100% ownership interest in the ICING marks covered by the United States federal registrations listed on Schedule 1, any existing variation of these marks as used in the United States and all common law rights in the United States to same, and any new variations of these marks that may be later adopted by the Claire's Parties and used or registered in the United States, and the goodwill associated with or symbolized by the foregoing, all claims for, and rights to sue for, past, present or future infringement of any of the foregoing, and 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, present or future infringement thereof, and (iii) an undivided 100% ownership interest in the Internet domain names listed on Schedule 1, and the goodwill associated with or symbolized by the foregoing, all claims for, and rights to sue for, past, present or future infringement of any of the foregoing, and 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, present or future infringement thereof (collectively, the "Released Collateral"), and the Collateral Agent has agreed to do so.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Partial Release. Subject to the following sentence, the Collateral Agent as of the date hereof, hereby releases all liens and security interests granted by the Grantor to the Collateral Agent (for the benefit of itself and the other Indenture Secured Parties) pursuant to any agreement (including but not limited to the Collateral Agreement and the Trademark Security Agreement) in the Released Collateral and/or any proceeds therefrom. Notwithstanding the foregoing, this Partial Release shall not affect the liens and security interests of the Collateral Agent in any assets other than the Released Collateral and, in particular, the Collateral Agent (for the benefit of itself and the other Indenture Secured Parties), shall retain its security interest in all of the Trademark Collateral other than the Released Collateral.
2. Further Assurances. The Collateral Agent hereby agrees, upon the request of the Grantor, and at the sole expense of the Grantor, promptly to execute and deliver and/or authorize the filing of such other releases or termination statements (in form and substance reasonably satisfactory to the Collateral Agent) as the Grantor may reasonably request in order to reflect the release of the Released Collateral contemplated by this Partial Release.
3. Authorization Regarding Filing. The Collateral Agent hereby authorizes the Grantor or its designee to file this Partial Release with the USPTO.
4. Full Force and Effect. Except as expressly modified hereby, the Collateral Agreement and the Trademark Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof, including with respect to any Trademark Collateral other than the Released Collateral.
5. Governing Law. THIS PARTIAL RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
6. Collateral Agent. The Collateral Agent shall be afforded all of the rights, protections, indemnities, immunities and privileges afforded to the Collateral Agent under the Indenture (as defined in the Collateral Agreement) and the Collateral Agreement in connection with the execution of this Partial Release and performance of its obligations hereunder.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have caused this Partial Release to be duly executed on the date first written above.

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

By: 
Name: _____
Title: Julie Hoffman-Ramos
Vice President

[Signature Page to Partial Release (9.00% First Lien)]

TRADEMARK
REEL: 005881 FRAME: 0425

Released Collateral

a) Trademarks

Country	Owner	Mark	Classes	Status	Reg. No.	Percentage of Undivided Ownership Interest Subject to Trademark Security Interest Release
United States of America	CBI Distributing Corp.	IT'S AT CLAIRE'S	35	Registered	3817929	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	14	Registered	1925359	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	3	Registered	3319826	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	9	Registered	2908857	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	16	Registered	2908859	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	25	Registered	1891172	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	42	Registered	1890335	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	20	Registered	2967212	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	35	Registered	2974652	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	5	Registered	1929317	17.50%

United States of America	CBI Distributing Corp.	CLAIRE'S	16	Registered	2978984	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	35	Registered	3190839	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	24	Registered	2900024	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	14	Registered	2996103	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	25	Registered	2925470	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	26	Registered	2908861	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S	3	Registered	2951866	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S ACCESSORIES	42	Registered	1956047	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S ACCESSORIES	42	Registered	1946557	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S ACCESSORIES and design	35	Registered	2294937	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S BOUTIQUES and design	42	Registered	1514045	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	35	Registered	3343775	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	25	Registered	2908868	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	14	Registered	2908865	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	26	Registered	2908191	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	3	Registered	2908862	17.50%

United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	18	Registered	2908866	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S CLUB	9	Registered	2908863	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S ETC.	42	Registered	2065959	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S ETC.	42	Registered	2064149	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S Logo	35	Registered	3602239	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S Stylized with @ logo	35	Registered	2623039	17.50%
United States of America	CBI Distributing Corp.	SECRET SANTA CIRCLE	35	Registered	4005371	17.50%
United States of America	CBI Distributing Corp.	SENSITIVE SOLUTIONS	14	Registered	1951435	17.50%
United States of America	CBI Distributing Corp.	CLAIRE'S OUTLET	35	Registered	4610591	17.50%
United States of America	CBI Distributing Corp.	ICING BY CLAIRE'S	35	Registered	3050863	17.50%
United States of America	CBI Distributing Corp.	ICING	3, 9, 14, 18, 20, 25, 26, 35	Registered	3743653	100%
United States of America	CBI Distributing Corp.	ICING OUTLET	35	Registered	4544654	100%
United States of America	CBI Distributing Corp.	ICING STYLIZED	3, 14, 16, 18, 21, 25, 26, 35	Registered	4610511	100%
United States of America	CBI Distributing Corp.	THE ICING	42	Registered	1466727	100%
United States of America	CBI Distributing Corp.	THE ICING	35	Registered	3461876	100%
United States of America	CBI Distributing Corp.	THE ICING ACCESSORIES & Design	35	Registered	2234841	100%

b) Internet Domain Names

blingyourbff.com
claires.adult
claires.biz
claires.blackfriday
claires.boutique
claires.career
claires.careers
claires.com
claires.info
claires.jobs
claires.marketing
claires.net
claires.org
claires.porn
claires.social
claires.us
claires.xxx (blocked)
clairesaccessories.biz
clairesaccessories.com
clairesaccessories.info
clairesaccessories.us
clairesboutique.biz
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clairesboutiques.com
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clairescareers.com
clairesclub.com
clairescorp.com
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clairesglobalstyle.com
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icing.us
icing.xxx (blocked)
icingbyclaires.com
icingice.com
icings.biz
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