

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509990

<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 Collections, Inc.		05/25/2018	Corporation: TEXAS
Francesca's Services Corporation		05/25/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue, 9th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5425862	ALYA	
<b>Registration Number:</b>	5356015	FRANCESCA'S	
<b>Registration Number:</b>	3542854	FRANCESCA'S COLLECTIONS	
<b>Registration Number:</b>	5323324	FRANCESCA'S	
<b>Registration Number:</b>	4806853	FRANCESCA'S	
<b>Registration Number:</b>	4623657	STORY BY FRANCESCA'S	
<b>Registration Number:</b>	4098090	FRANCESCA'S COLLECTIONS	
<b>Registration Number:</b>	4210187	FRANCESCA'S	
<b>Registration Number:</b>	4232976	FRANCESCA'S COLLECTIONS INDIGO	
<b>Registration Number:</b>	4489062	TUILERIES	
<b>Registration Number:</b>	4980551	JUN & IVY	
<b>Registration Number:</b>	5170201	BLUE RAIN	
<b>Registration Number:</b>	5175486	DINA BE	
<b>Registration Number:</b>	5169744	FRANLOVE	
<b>Registration Number:</b>	5249009	MI AMI	
<b>Serial Number:</b>	87128028	HARPER	
<b>Serial Number:</b>	87269107	MI AMI	
<b>Serial Number:</b>	87901319	FRANREWARDS	
<b>TRADEMARK</b>			

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**CORRESPONDENCE DATA****Fax Number:** 3142592020*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:** 314-259-2000**Email:** susan.murphy@bclplaw.com**Correspondent Name:** Matthew G. Minder**Address Line 1:** Bryan Cave Leighton Paisner LLP**Address Line 2:** 211 North Broadway, Suite 3600**Address Line 4:** St Louis, MISSOURI 63102

<b>ATTORNEY DOCKET NUMBER:</b>	1001783.321
<b>NAME OF SUBMITTER:</b>	Matthew G. Minder
<b>SIGNATURE:</b>	/Matthew G. Minder/
<b>DATE SIGNED:</b>	02/13/2019

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of May 25, 2018, is made by and among Francesca's Collections, Inc., a Texas corporation, and Francesca's Services Corporation, a Texas corporation (all such parties, and their respective successors and assigns, each being referred to herein as a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, the Grantors have entered into a Credit Agreement dated on or about the date hereof (the "Credit Agreement"), with the Administrative Agent and the Lenders.

WHEREAS, as a condition precedent to the making loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Security Agreement dated on or about the date hereof.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, 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 Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "Trademark Collateral"):

(a) any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, statutory and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), including, without limitation, any thereof referred to on Schedule 1 hereto;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government official to record and register this Trademark Security Agreement upon request by the Administrative Agent.

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

4. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

5. 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.

6. 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.

7. 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 Grantor 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.

GRANTORS:

FRANCESCA'S SERVICES CORPORATION  
FRANCESCA'S COLLECTIONS, INC.

By: Kelly M. Diltz  
Kelly Diltz  
Executive Vice President and Chief Financial  
Officer

Address for Notices:  
8760 Clay Road, Suite 100,  
Houston, TX 77080

AGREED TO AND ACCEPTED:

JPMorgan Chase Bank, N.A.

as Administrative Agent

By: *Bruce R. Cohenour*

Name: Bruce R. Cohenour



Title: Authorized Officer

Address for Notices:

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Reg. No.	Reg. Date	Record Owner
ALYA	US	5425862	3/20/2018	Francesca's Services Corporation
francesca's	US	5356015	12/12/2017	Francesca's Collections, Inc.
 francesca's COLLECTIONS	US	3542854	12/9/2008	Francesca's Services Corporation
FRANCESCA'S	US	5323324	10/31/2017	Francesca's Services Corporation
FRANCESCA'S	US	4806853	9/8/2015	Francesca's Services Corporation
 STORY by francesca's	US	4623657	10/21/2014	Francesca's Services Corporation
FRANCESCA'S COLLECTIONS	US	4098090	2/14/2012	Francesca's Services Corporation
francesca's	US	4210187	9/18/2012	Francesca's Services Corporation

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<b>francesca's</b> COLLECTIONS INDIGO WATERS	US	4232976	10/30/2012	Francesca's Services Corporation
<b>TUILERIES</b>	US	4489062	2/25/2014	Francesca's Services Corporation
<b>JUN &amp; IVY</b>	US	4980551	6/21/2016	Francesca's Services Corporation
<b>BLUE RAIN</b>	US	5170201	3/28/2017	Francesca's Services Corporation
<b>DINA BE</b>	US	5175486	4/4/2017	Francesca's Services Corporation
<b>FRANLOVE</b>	US	5169744	3/28/2017	Francesca's Services Corporation
<b>MI AMI</b>	US	5249009	7/25/2017	Francesca's Services Corporation

**Trademark Applications**

Mark	Jurisdiction	Appl. No.	Filing Date	Record Owner
<b>HARPER</b>	US	87/128028	8/4/2016	Francesca's Services Corporation
<b>MI AMI</b>	US	87/269107	12/14/2016	Francesca's Collections, Inc.

Trademark Security Agreement

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FRANREWARDS	US	87/901319	4/30/2018	Francesca's Services Corporation
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