

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Francesca's Services Corporation		08/13/2019	Corporation: TEXAS
Francesca's Collections, Inc.		08/13/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88006603	HARPER HERITAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	08/16/2019		
Total Attachments: 6			
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AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT

This Amendment and Reaffirmation of Trademark Security Agreement (this "Amendment") is made and entered into as of August 13, 2019, by Francesca's Services Corporation, a Texas corporation ("FSC"), and Francesca's Collections, Inc., a Texas corporation (collectively with FSC, the "Grantors" and each a "Grantor"), in favor of JPMorgan Chase Bank, N.A, a national banking association, in its capacity as administrative agent (together with any successors and assigns, the "Administrative Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement (as defined below)) under the Credit Agreement.

RECITALS:

Reference is hereby made to that certain First Amendment to Credit Agreement dated as of the date hereof (the "Credit Agreement Amendment"), by and among the Grantors, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders (as defined below) party thereto and the Administrative Agent, which amends that certain Credit Agreement dated as of May 25, 2018 (as amended, modified, extended or restated from time to time, the "Credit Agreement") by and among the Loan Parties, the financial institutions from time to time party thereto as lenders (collectively, the "Lenders") and the Administrative Agent.

The Loan Parties entered into that certain Pledge and Security Agreement dated as of May 25, 2018 among the grantors signatory thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of the Secured Parties.

The Grantors entered into that certain Trademark Security Agreement dated as of May 25, 2018 between the Grantors and the Administrative Agent (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement") in connection with the Credit Agreement and the Security Agreement.

Pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Grantors have granted, pledged and assigned to the Administrative Agent, for the benefit of the Secured Parties a continuing security interest in the Trademark Collateral, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral").

The Grantors desire to amend certain provisions of the Trademark Security Agreement and reaffirm their respective obligations under the Trademark Security Agreement on the terms and conditions herein in connection with the Credit Agreement Amendment and the Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Trademark Security Agreement as amended hereby or, as applicable, in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of Schedule 1 to the Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended and supplemented to add thereto the Collateral listed on Annex I attached hereto.

The Collateral listed on Annex I attached hereto shall be and become part of the Collateral referred to in the Trademark Security Agreement and shall secure all Secured Obligations referred to in the Trademark Security Agreement, and the undersigned hereby grants to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties, a security interest in the Collateral, as amended and supplemented hereby, to secure the Secured Obligations under the terms of the Trademark Security Agreement as amended and reaffirmed hereby.

SECTION 3. Reaffirmations. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. Each Grantor hereby reaffirms and confirms its obligations to the Administrative Agent, for the benefit of the Secured Parties under the Trademark Security Agreement and acknowledges that the Collateral granted thereunder shall secure all the Secured Obligations, as amended, increased and/or extended pursuant to the Credit Agreement, as amended by the Credit Agreement Amendment. As amended and reaffirmed hereby, the Trademark Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with its terms.

SECTION 4. No Waiver. Nothing contained in this Amendment shall be construed as a waiver by the Administrative Agent of any covenant or provision of the Trademark Security Agreement, the other Loan Documents, or of any other contract or instrument between any Grantor and the Administrative Agent, and the failure of the Administrative Agent at any time or times hereafter to require strict performance by any Grantor of any provision thereof shall not waive, affect or diminish any right of the Administrative Agent to thereafter demand strict compliance therewith. The Administrative Agent hereby reserves all rights granted under the Trademark Security Agreement, the other Loan Documents, this Amendment and any other contract or instrument between any Grantor and the Administrative Agent.

SECTION 5. Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Administrative Agent and the Grantors and their respective successors and assigns, except no Grantor may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, other than as expressly permitted under the terms of the Credit Agreement.

SECTION 8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile transmission or PDF electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. Effect of Waiver. No consent or waiver, express or implied, by the Administrative Agent to or for any breach of or deviation from any covenant, condition or duty by any Grantor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. Entire Agreement. THE TRADEMARK SECURITY AGREEMENT, THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.


GRANTORS:

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

By: Cynthia Thomasee
Name: Cynthia Thomasee
Title: Executive Vice President and Chief
Financial Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Candice Brooks
Title: Authorized Officer

[SIGNATURE PAGE TO AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT – FRANCESCA'S]

ANNEX I TO AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY
AGREEMENT

Pending Trademark Applications:

Description	Country	Filed	Serial #	Owner
HARPER HERITAGE	United States	6/19/2018	88/006603	Francesca's Services Corporation