

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM767023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRANCESCA'S ACQUISITION, LLC		11/09/2022	Limited Liability Company: DELAWARE
FRANCESCA'S IP COMPANY, INC.		11/09/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	100 Federal Street, 4th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5425862	ALYA
Registration Number:	5170201	BLUE RAIN
Registration Number:	5175486	DINA BE
Registration Number:	5323324	FRANCESCA'S
Registration Number:	4806853	FRANCESCA'S
Registration Number:	4210187	FRANCESCA'S
Registration Number:	5356015	FRANCESCA'S
Registration Number:	4098090	FRANCESCA'S COLLECTIONS
Registration Number:	3542854	FRANCESCA'S COLLECTIONS
Serial Number:	97091439	FRANCESCA'S THE WEDDING COLLECTION
Serial Number:	97374481	FRANCESCA'S THE WEDDING COLLECTION
Serial Number:	90803598	FRANFINDS
Registration Number:	6654861	FRANKI BY FRANCESCA'S.
Registration Number:	5169744	FRANLOVE
Registration Number:	5892203	FRANREWARDS
Registration Number:	5871046	HARPER HERITAGE
Serial Number:	97091399	LILY GRACE

OP \$615.00 5425862

Property Type	Number	Word Mark
Serial Number:	97091186	LILY GRACE
Serial Number:	97091265	MABEL & JAMES
Serial Number:	97374487	MABEL & JAMES
Registration Number:	5249009	MI AMI
Serial Number:	97374478	THE LIMELIGHT COLLECTION BY FRANCESCA'S
Registration Number:	4232976	FRANCESCA'S COLLECTIONS INDIGO WATERS
Registration Number:	4980551	JUN & IVY

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1832048 TM
<b>NAME OF SUBMITTER:</b>	Janet Wamsley
<b>SIGNATURE:</b>	/Janet Wamsley/
<b>DATE SIGNED:</b>	11/10/2022

**Total Attachments: 17**

source=Scan#page2.tif  
source=Scan#page3.tif  
source=Scan#page4.tif  
source=Scan#page5.tif  
source=Scan#page6.tif  
source=Scan#page7.tif  
source=Scan#page8.tif  
source=Scan#page9.tif  
source=Scan#page10.tif  
source=Scan#page11.tif  
source=Scan#page12.tif  
source=Scan#page13.tif  
source=Scan#page14.tif  
source=Scan#page15.tif  
source=Scan#page16.tif  
source=Scan#page17.tif  
source=Scan#page18.tif

**EXECUTION COPY**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 9, 2022, by and among (a) **FRANCESCA'S ACQUISITION, LLC**, a limited liability company organized under the laws of the State of Delaware (the "Borrower Agent"), (b) each of the Persons listed on Schedule I hereto (each such Person, together with the Borrower Agent, individually, as a "Grantor" and, collectively with any other Obligor now or hereafter party hereto, as the "Grantors"), and (c) **BANK OF AMERICA, N.A.**, as Lender (in such capacity, the "Lender") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of even date (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among the Grantors and the Lender, pursuant to which the Lender has agreed to make Loans to the Grantors and to issue Letters of Credit for the account of the Grantors, upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors, among others, has granted to the Lender (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Loan Agreement), as security for the Obligations; and

WHEREAS, the obligations of the Lender to make Loans and to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

**SECTION 1. Definitions.**

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Borrower Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including the United States copyright registrations, copyright applications, and unregistered copyrights listed on **EXHIBIT A**, as may be amended from time to time hereunder, annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including the agreements listed on **EXHIBIT A**, as may be amended from time to time hereunder, annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lender” shall have the meaning assigned to such term in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license or franchise agreement providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including the United States patent registrations and patent applications listed on **EXHIBIT B**, as may be amended from time to time hereunder, annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including the agreements listed on **EXHIBIT B**, as may be amended from time to time hereunder, annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including the United States trademark registrations and trademark applications listed on **EXHIBIT C**, as may be amended from time to time hereunder, annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including the agreements listed on **EXHIBIT C**, as may be amended from time to time hereunder, annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.5 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Lender (for the benefit of the Secured Parties) under the Loan Agreement, and as further security for the prompt payment and performance of all Obligations, each of the Grantors hereby ratifies such security interest and grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon, and a right to set off against, all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the following property, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world;

provided, that in no event shall the IP Collateral include any Excluded Property. The Parties hereby acknowledge and agree that the security interest created herein in the IP Collateral is not to be construed as an assignment.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers, to the best of its knowledge, that the use by such Grantor of the Intellectual Property in its business does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such

Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or becoming aware, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

**SECTION 5. Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Each Grantor shall give the Lender prompt written notice, with reasonable detail, upon the acquisition by such Grantor of any additional Intellectual Property, and each Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b); provided, however, that absent the occurrence and continuance of any Event of Default, the Grantors shall only be required to provide such notices and updated



Exhibit on a quarterly basis (no later than forty-five (45) days after the end of each Fiscal Quarter).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with written notice of any Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the earlier of such Grantor's knowledge of a breach of any such covenant, agreement or other obligation or such Grantor's receipt of notice from the Lender of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the UCC, with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the

Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

**SECTION 9. Lender As Attorney-In-Fact.**

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and non-appealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

**SECTION 10. Lender's Rights.** Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender, for its own benefit and the benefit of the other Secured Parties, under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Waivers by Grantors. To the fullest extent permitted by Applicable Law, each Grantor waives (a) the right to trial by jury (which, by its acceptance hereof, the Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by the Lender on which a Grantor may in any way be liable, and hereby ratifies anything the Lender may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing the Lender to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against an Indemnitee on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each Grantor acknowledges that the foregoing waivers are a material inducement to the Lender entering into the Loan Documents and that the Lender is relying upon the foregoing in its dealings with the Grantors. Each Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 14. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, and subject to Section 4.5 of the Loan Agreement, this Agreement and the security interest granted herein and therein shall terminate when there has occurred a Full Payment of the Obligations, at which time the Lender shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar

documents that the Grantors shall reasonably request to evidence such termination; provided, however, that (i) the Lender shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable law, expose the Lender to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Obligor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 14 shall be without recourse to, or warranty by, the Lender or any other Secured Party.

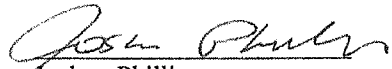
SECTION 15. Choice of Laws. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

SECTION 16. Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Lender has received counterparts bearing the signatures of all parties hereto. This Agreement and the other Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter thereof. The provisions of Section 12.8 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*.

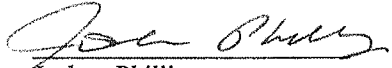
**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

FRANCESCA'S ACQUISITION, LLC

By:   
Name: Joshua Phillips  
Title: Manager

FRANCESCA'S IP COMPANY, INC.

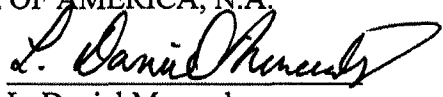
By:   
Name: Joshua Phillips  
Title: President

{10719185: }

[Signature Page to Intellectual Property Security Agreement]

**LENDER:**

BANK OF AMERICA, N.A.

By: 

Name: L. Daniel Menendez

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007896 FRAME: 0848**

**SCHEDULE I**

**Grantors other than the Borrower Agent**

Francesca's IP Company, Inc.

**EXHIBIT A**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations**

<b>Grantor</b>	<b>Copyright</b>	<b>Registration/ Application No.</b>	<b>Registration/ Filing Date</b>	<b>Jurisdiction</b>
Francesca's IP Company, Inc. (note: the Copyright Office record still shows Francesca's Services Corporation as the owner; however, the copyright was assigned to Francesca's IP Company, Inc. as of January 30, 2021, and the assignment documents were received for recordation at the Copyright Office on March 4, 2021; due to an enormous backlog, the record has not yet been updated. Copies of the documents submitted for recording have been provided to Lender prior to the Closing Date).	Francesca's Pattern	VAU001177008	2014-05-22	U.S.

**Copyright Licenses**

None.

(\*US, unless otherwise noted)



**EXHIBIT B**

**List of Patents and Patent Licenses**

**Patent Registrations**

None.

**Patent Licenses**

None.

(\*US, unless otherwise noted)

**EXHIBIT C**

**List of Trademarks and Trademark Licenses**

**Trademark Registrations and Applications\***

<b>Grantor</b>	<b>Trademarks</b>	<b>Application/ Registration Number</b>	<b>Application/Regis- tration Date</b>	<b><u>Status</u></b>
Francesca's IP Company, Inc.	ALYA	5425862	20-Mar-2018	Registered
Francesca's IP Company, Inc.	BLUE RAIN	5170201	28-Mar-2017	Registered
Francesca's IP Company, Inc.	DINA BE	5175486	4-Apr-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	5323324	31-Oct-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	4806853	8-Sept-2015	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	30744880 (China)	28-Feb-2019	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (WIPO)	08-Dec-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (European Union)	08-Dec-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (Great Britain)	08-Dec-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (Mexico)	08-Dec-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S	1390561 (Turkey)	8-Dec-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S (stylized)	4210187	18-Sept-2012	Registered
Francesca's IP Company, Inc.	FRANCESCA'S & Design	5356015	12-Dec-2017	Registered
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	4098090	14-Feb-2012	Registered
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	1066608 (WIPO)	19-Jan-2011	Registered
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	1066608 (Great Britain)	19-Jan-2011	Registered
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	1066608 (European Union)	19-Jan-2011	Registered
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS	TMA9311600 (Canada)	14-Mar-2016	Registered

(\*US, unless otherwise noted)

<b>Grantor</b>	<b>Trademarks</b>	<b>Application/ Registration Number</b>	<b>Application/Regis- tration Date</b>	<b>Status</b>
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS & DESIGN	3542854	9-Dec-2008	Registered
Francesca's IP Company, Inc.	FRANCESCA'S THE WEDDING COLLECTION	97091439	25-Oct-2021	Pending
Francesca's IP Company, Inc.	FRANCESCA'S THE WEDDING COLLECTION	97374481	21-Apr-2022	Pending
Francesca's IP Company, Inc.	FRANFINDS	90803598	30-Jun-2021	Pending
Francesca's IP Company, Inc.	FRANKI BY FRANCESCA'S	6654861	22-Feb-2022	Registered
Francesca's IP Company, Inc.	FRANLOVE	5169744	28-Mar-2017	Registered
Francesca's IP Company, Inc.	FRANREWARDS	5892203	22-Oct-2019	Registered
Francesca's IP Company, Inc.	HARPER HERITAGE	5871046	1-Oct-2019	Registered
Francesca's IP Company, Inc.	LILY GRACE	97091399	25-Oct-2021	Pending
Francesca's IP Company, Inc.	LILY GRACE	97091186	25-Oct-2021	Pending
Francesca's IP Company, Inc.	MABEL & JAMES	97091265	25-Oct-2021	Pending
Francesca's IP Company, Inc.	MABEL & JAMES	97374487	21-Apr-2022	Pending
Francesca's IP Company, Inc.	MI AMI	5249009	25-Jul-2017	Registered
Francesca's IP Company, Inc.	THE LIMELIGHT COLLECTION BY FRANCESCA'S	97374478	21-Apr-2022	Pending
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS INDIGO WATERS	4232976	30-Oct-2012	Registered
Francesca's IP Company, Inc.	JUN & IVY	4980551	21-Jun-2016	Registered

### Trademark Licenses

None.

(\*US, unless otherwise noted)