

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI44749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/21/2024	National Banking Association:

RECEIVING PARTY DATA

Company Name:	FRANCESCA'S ACQUISITION, LLC
Street Address:	8760 Clay Rd
Internal Address:	Suite 100
City:	Houston
State/Country:	TEXAS
Postal Code:	77080
Entity Type:	Limited Liability Company: DELAWARE
Company Name:	FRANCESCA'S IP COMPANY, INC.
Street Address:	8760 Clay Road
Internal Address:	Suite 100
City:	Houston
State/Country:	TEXAS
Postal Code:	77080
Entity Type:	Corporation: DELAWARE
Company Name:	RICHER POORER ACQUISITION LLC
Street Address:	8760 Clay Road
Internal Address:	Suite 100
City:	Houston
State/Country:	TEXAS
Postal Code:	77080
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5425862	ALYA
Registration Number:	5170201	BLUE RAIN
Registration Number:	5175486	DINA BE
Registration Number:	5323324	FRANCESCA'S

CH \$640.00.00 87128038

Property Type	Number	Word Mark
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
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
Registration Number:	5469460	RICHER POORER

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: (617)310-6098

Email: bethany.stokes@gtlaw.com

Correspondent Name: Bethany A. Stokes

Address Line 1: Greenberg Traurig, LLP

Address Line 2: One International Place, Suite 2000

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 060789.011600

NAME OF SUBMITTER: Bonnie Price

SIGNATURE: Bonnie Price

DATE SIGNED: 02/23/2024

Total Attachments: 6

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Termination*”) dated as of February 21, 2024, is made by BANK OF AMERICA, N.A. (the “*Lender*”), in favor of each of FRANCESCA’S ACQUISITION, LLC, a Delaware limited liability company (“*Acquisition*”), FRANCESCA’S IP COMPANY, INC., a Delaware corporation (“*IP Company*”), and RICHER POORER ACQUISITION LLC, a Delaware limited liability company (“*Richer Poorer*”, together with Acquisition and IP Company, each individually, a “*Grantor*”, and collectively, the “*Grantors*”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 9, 2022 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “*Loan Agreement*”), by and among the Grantors, certain of their affiliates, and the Lender, the Grantors granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement);

WHEREAS, Acquisition and IP Company (collectively, the “*2022 Grantors*”) executed and delivered that certain Intellectual Property Security Agreement, dated as of November 9, 2022 (the “*2022 Agreement*”), pursuant to which the 2022 Grantors granted to Lender a security interest in and lien on certain (i) copyrights and copyright licenses as described more fully therein (the “*Copyrights*”), and (ii) trademarks and trademark applications as described more fully therein (the “*Original Marks*”), which was recorded with the United States Patent and Trademark Office (the “*USPTO*”) on November 10, 2022 at Reel/Frame 7896/0835;

WHEREAS, Richer Poorer (the “*2023 Grantor*”) executed and delivered that certain Joinder and First Amendment to Intellectual Property Security Agreement, dated as of May 10, 2023 (the “*2023 Agreement*”), pursuant to which the 2023 Grantor granted to Lender a security interest in and lien on certain trademarks and trademark applications as described more fully therein (the “*2023 Marks*”, and together with the Original Marks and the Copyrights, collectively, the “*IP Collateral*”), which was recorded with the USPTO on May 17, 2023 at Reel/Frame 8093/0871;

WHEREAS, the Grantors have requested that the Lender terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantors in, to and under all of the IP Collateral as herein provided; and

WHEREAS, the Grantors have requested that the Lender provide a document for recording with the USPTO to evidence the release of the Lender’s security interests in and liens on the Original Marks and 2023 Marks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Intellectual Property Security Agreement.
2. Termination. The Lender, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement, and all such security interests in and liens on the IP Collateral granted pursuant to the Loan Agreement and the Intellectual Property Security Agreement, including the copyrights and copyright licenses identified in Exhibit A hereto and the trademarks and trademark licenses identified in Exhibit B hereto.

3. Recording. The Lender authorizes and requests that this Termination be recorded with the USPTO at the sole cost and expense of the Grantors.

[Signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Termination to be executed by its duly authorized officer as of the date above first written.

BANK OF AMERICA, N.A.

By:

Name: L. Daniel Menendez

Title: Vice President

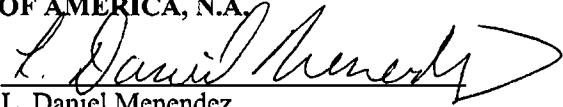
A handwritten signature in black ink, appearing to read "L. Daniel Menendez", written over a horizontal line. The signature is cursive and includes a large, sweeping flourish at the end.

EXHIBIT A

Copyright Registrations

Grantor	Copyright	Registration/ Application No.	Registration/ Filing Date	Jurisdiction
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.

EXHIBIT B

Trademark Registrations and Applications

Grantor	Trademark	Application/ Registration Number	Application/Registration Date	Status
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
Francesca's IP Company, Inc.	FRANCESCA'S COLLECTIONS & DESIGN	3542854	9-Dec-2008	Registered

Grantor	Trademark	Application/ Registration Number	Application/Regis tration Date	Status
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	Registered
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
Richer Poorer Acquisition LLC	RICHER POORER	5469460	15-May, 2018	Issued

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