UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended July 30, 2011

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 0-23071

THE CHILDREN'S PLACE RETAIL STORES, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of Incorporation or organization)	**31-1241495** (I.R.S. employer identification number)
500 Plaza Drive **Secaucus, New Jersey** (Address of Principal Executive Offices)	**07094** (Zip Code)

(201) 558-2400
(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one).

Large accelerated filer x	Accelerated filer o
Non-accelerated filer o (Do not check if smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

The number of shares outstanding of the registrant's common stock with a par value of $0.10 per share, as of September 2, 2011 was 25,181,325 shares.

THE CHILDREN'S PLACE RETAIL STORES, INC. AND SUBSIDIARIES

QUARTERLY REPORT ON FORM 10-Q

FOR THE PERIOD ENDED JULY 30, 2011

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PART I. FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements.

THE CHILDREN’S PLACE RETAIL STORES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except par value)

	(unaudited) July 30, 2011	January 29, 2011	(unaudited) July 31, 2010
ASSETS			
Current assets:			
Cash and cash equivalents	$ 151,503	$ 183,657	$ 196,033
Restricted cash	—	2,258	2,195
Accounts receivable	22,760	16,121	18,905
Inventories	244,061	210,523	214,301
Prepaid expenses and other current assets	50,056	46,860	46,111
Deferred income taxes	14,520	18,282	36,049
Total current assets	482,900	477,701	513,594
Long-term assets:			
Property and equipment, net	331,277	320,601	318,255
Deferred income taxes	55,058	51,931	56,406
Other assets	4,016	4,098	4,270
Total assets	$ 873,251	$ 854,331	$ 892,525
LIABILITIES AND STOCKHOLDERS’ EQUITY			
LIABILITIES:			
Current liabilities:			
Accounts payable	$ 67,738	$ 50,730	$ 68,564
Income taxes payable	2,108	1,143	1,029
Accrued expenses and other current liabilities	82,903	78,523	80,849
Total current liabilities	152,749	130,396	150,442
Long-term liabilities:			
Deferred rent liabilities	99,861	94,394	95,614
Other tax liabilities	15,511	15,184	15,784
Other long-term liabilities	5,251	6,630	5,533
Total liabilities	273,372	246,604	267,373
COMMITMENTS AND CONTINGENCIES			
STOCKHOLDERS’ EQUITY:			
Preferred stock, $1.00 par value, 1,000 shares authorized, 0 shares issued and outstanding	—	—	—
Common stock, $0.10 par value, 100,000 shares authorized; 25,491, 26,136 and 27,822 issued; 25,480, 26,136 and 27,822 outstanding	2,549	2,613	2,782
Additional paid-in capital	217,367	209,960	218,571
Treasury stock, at cost (11 shares)	(463)	—	—
Deferred compensation	463	—	—
Accumulated other comprehensive income	17,893	13,157	10,431
Retained earnings	362,070	381,997	393,368
Total stockholders’ equity	599,879	607,727	625,152

Total liabilities and stockholders' equity	$ 873,251	$ 854,331	$ 892,525

See accompanying notes to these condensed consolidated financial statements.

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THE CHILDREN'S PLACE RETAIL STORES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In thousands, except per share amounts)

	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010	July 30, 2011	July 31, 2010
Net sales	$ 343,508	$ 345,301	$ 774,314	$ 767,434
Cost of sales	227,943	231,727	475,102	474,156
Gross profit	115,565	113,574	299,212	293,278
Selling, general and administrative expenses	111,885	107,281	228,607	220,736
Asset impairment charges	980	1,222	1,378	2,152
Depreciation and amortization	18,478	18,199	36,229	35,824
Operating income (loss)	(15,778)	(13,128)	32,998	34,566
Interest (expense), net	(314)	(381)	(585)	(837)
Income (loss) from continuing operations before income taxes	(16,092)	(13,509)	32,413	33,729
Provision (benefit) for income taxes	(6,315)	(5,241)	13,106	13,990
Income (loss) from continuing operations	(9,777)	(8,268)	19,307	19,739
Income (loss) from discontinued operations, net of income taxes	—	35	—	(70)
Net income (loss)	$ (9,777)	$ (8,233)	$ 19,307	$ 19,669
Basic earnings (loss) per share amounts (1)				
Income (loss) from continuing operations	$ (0.38)	$ (0.30)	$ 0.74	$ 0.71
Income (loss) from discontinued operations, net of income taxes	—	0.00	—	(0.00)
Net income (loss)	$ (0.38)	$ (0.30)	$ 0.74	$ 0.71
Basic weighted average common shares outstanding	25,738	27,755	25,925	27,669
Diluted earnings (loss) per share amounts (1)				
Income (loss) from continuing operations	$ (0.38)	$ (0.30)	$ 0.74	$ 0.70
Income (loss) from discontinued operations, net of income taxes	—	0.00	—	(0.00)
Net income (loss)	$ (0.38)	$ (0.30)	$ 0.74	$ 0.70
Diluted weighted average common shares outstanding	25,738	27,755	26,163	28,027

(1) *Table may not add due to rounding*

See accompanying notes to these condensed consolidated financial statements.

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THE CHILDREN'S PLACE RETAIL STORES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited) (In thousands)

	Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 19,307	$ 19,669
Less (loss) from discontinued operations	—	(70)
Income from continuing operations	19,307	19,739
Reconciliation of income from continuing operations to net cash provided by operating activities:		
Depreciation and amortization	36,229	35,824
Stock-based compensation	5,945	7,208
Excess tax benefits from stock-based compensation	(6,869)	—
Deferred taxes	(798)	5,533
Deferred rent expense and lease incentives	(7,389)	(8,354)
Other	2,423	2,616

Changes in operating assets and liabilities:		
Inventories	(32,406)	(6,977)
Prepaid expenses and other assets	(4,512)	(1,652)
Accounts payable and other current liabilities	19,893	8,969
Income taxes payable, net of prepayments	4,901	(797)
Deferred rent and other liabilities	10,810	4,819
Total adjustments	28,227	47,189
Net cash provided by operating activities	47,534	66,928
CASH FLOWS FROM INVESTING ACTIVITIES:		
Property and equipment purchases, lease acquisition and software costs	(46,725)	(46,958)
Release of restricted cash	2,351	—
Purchase of company-owned life insurance policies	(196)	(161)
Net cash used in investing activities	(44,570)	(47,119)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings under revolving credit facilities	56,264	75,161
Repayments under revolving credit facilities	(56,264)	(75,161)
Exercise of stock options	2,733	6,820
Excess tax benefits from stock-based compensation	6,869	—
Purchase and retirement of common stock, including transaction costs	(47,437)	(385)
Net cash provided by (used in) financing activities	(37,835)	6,435
Effect of exchange rate changes on cash	2,717	1,409
Net increase (decrease) in cash and cash equivalents	(32,154)	27,653
Cash and cash equivalents, beginning of period	183,657	168,380
Cash and cash equivalents, end of period	$ 151,503	$ 196,033

See accompanying notes to these condensed consolidated financial statements.

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THE CHILDREN'S PLACE RETAIL STORES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited) (In thousands)

	Twenty-six Weeks Ended	
	July 30, 2011	**July 31, 2010**
OTHER CASH FLOW INFORMATION:		
Net cash paid during the year for income taxes	$ 8,917	$ 9,266
Cash paid during the year for interest	781	376
Increase (decrease) in accrued purchases of property and equipment	938	(4,452)

See accompanying notes to these condensed consolidated financial statements.

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THE CHILDREN'S PLACE RETAIL STORES, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, certain information and footnote disclosures normally included in the annual consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements contain all adjustments (consisting only of normal recurring accruals) necessary to present fairly the consolidated financial position of The Children's Place Retail Stores, Inc. (the "Company") as of July 30, 2011 and July 31, 2010, the results of its consolidated operations for the thirteen weeks and twenty-six weeks ended July 30, 2011 and July 31, 2010, and its consolidated cash flows for the twenty-six weeks ended July 30, 2011 and July 31, 2010. The consolidated financial position as of January 29, 2011 was derived from audited financial statements. Due to the seasonal nature of the Company's business, the results of operations for the thirteen and twenty-six weeks ended July 30, 2011 and July 31, 2010 are not necessarily indicative of operating results for a full fiscal year. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011.

Certain reclassifications have been made to prior period financial statements to conform with the current period presentation.

Terms that are commonly used in the Company's notes to condensed consolidated financial statements are defined as follows:

- Second Quarter 2011 — The thirteen weeks ended July 30, 2011.

- Second Quarter 2010 — The thirteen weeks ended July 31, 2010.
- Year-To-Date 2011 — The twenty-six weeks ended July 30, 2011.
- Year-To-Date 2010 — The twenty-six weeks ended July 31, 2010.
- FASB— Financial Accounting Standards Board.
- FASB ASC — FASB Accounting Standards Codification, which serves as the source for authoritative U.S. GAAP, except that rules and interpretive releases by the SEC are also sources of authoritative U.S. GAAP for SEC registrants.

Restricted Cash

On June 11, 2009, the Company received a notice of assessment in the amount of approximately 2.3 million Canadian dollars from Revenue Quebec regarding the Company's sales tax filings. During the third quarter of fiscal 2009, Revenue Quebec required the Company to guarantee the assessed amount in the form of a deposit into a restricted cash account. During the first quarter of fiscal 2011, the Company settled these outstanding sales tax issues at a net cost of approximately $0.3 million and upon settlement, the restriction was removed. At January 29, 2011 and July 31, 2010 the U.S. dollar value of this deposit was $2.3 million and $2.2 million, respectively, and is shown on the accompanying consolidated balance sheet as restricted cash.

Stock-based Compensation

The Company generally grants deferred stock awards and performance awards to employees at management levels and above. The Company also grants deferred stock awards to our non-employee directors. The fair value of all awards issued prior to May 20, 2011 was based on the average of the high and low selling price of the Company's common stock on the grant date. Effective with the adoption of the 2011 Equity Incentive Plan, the fair value of all awards granted on or after May 20, 2011 is based on the closing price of the Company's common stock on the grant date. This change in estimate is not expected to have a material impact on the Company's financial statements. Compensation expense is recognized ratably over the related service period reduced for estimated forfeitures of those awards not expected to vest due to employee turnover.

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Deferred stock awards generally vest ratably over three years except that deferred awards to non-employee directors vest after one year.

Performance awards generally cliff vest after a three year period and have a performance criteria that must be achieved for the award to vest. Each award has a defined number of shares that an employee can earn (the "Target Shares"). Based on performance levels, the employee can earn up to 200% of their Target Shares.

Deferred Compensation Plan

The Company has a deferred compensation plan (the "Deferred Compensation Plan"), which is a nonqualified, unfunded plan, for eligible senior level employees. Under the plan, participants may elect to defer up to 80% of his or her base salary and/or up to 100% of his or her bonus to be earned for the year following the year in which the deferral election is made. The Deferred Compensation Plan also permits members of the Board of Directors to elect to defer payment of all or a portion of their retainer and other fees to be earned for the year following the year in which a deferral election is made. In addition, eligible employees and directors of the Company may also elect to defer payment of any shares of Company stock that is earned with respect to deferred stock awards. The Company may, but is not required to, credit participants with additional Company contribution amounts. Deferred amounts are not subject to forfeiture and are deemed invested among investment funds offered under the Deferred Compensation Plan, as directed by each participant. Payments of deferred amounts (as adjusted for earnings and losses) are payable following separation from service or at a date or dates elected by the participant at the time the deferral is elected. Payments of deferred amounts are generally made in either a lump sum or in annual installments over a period not exceeding fifteen years. During fiscal 2010, the Deferred Compensation Plan was amended to allow for cash deferrals made by members of the Board of Directors to be invested in shares of the Company's common stock. Such elections are irrevocable and will be settled in shares of common stock. All other deferred amounts are payable in the form in which they were made; cash deferrals are payable in cash and stock deferrals are payable in stock. Earlier distributions are not permitted except in the case of an unforeseen hardship.

The Company has established a rabbi trust that serves as an investment to shadow the Deferred Compensation Plan liability; however, the assets of the rabbi trust are general assets of the Company and as such, would be subject to the claims of creditors in the event of bankruptcy or insolvency. The investments of the rabbi trust consist of company-owned life insurance policies ("COLIs") and Company stock. The Deferred Compensation Plan liability, excluding Company stock, is included in other long-term liabilities and changes in the balance are recognized as compensation expense. The cash surrender values of the COLIs are included in other assets and related earnings and losses are recognized as investment income or loss, which is included in selling, general and administrative expenses. Company stock deferrals are included in the equity section of the Company's consolidated balance sheet as treasury stock and as a deferred compensation liability. Deferred stock is recorded at fair market value at the time of deferral and any subsequent changes in fair market value are not recognized.

The Deferred Compensation Plan liability, excluding Company stock, at fair value, was approximately $0.7 million, $0.5 million and $0.3 million at July 30, 2011, January 29, 2011 and July 31, 2010, respectively. The cash surrender value of the COLIs, at fair value, was approximately $0.7 million, $0.5 million and $0.3 million at July 30, 2011, January 29, 2011 and July 31, 2010, respectively. Company stock was $0.5 million at July 30, 2011. Prior to fiscal 2011, there was no Company stock in the Deferred Compensation Plan.

Discontinued Operations

Loss from discontinued operations consists primarily of professional fees and accrual adjustments related to the disposal of a business during fiscal 2008.

Fair Value Measurement and Financial Instruments

The "Fair Value Measurements and Disclosure" topic of the FASB ASC provides a single definition of fair value, together with a framework for measuring it, and requires additional disclosure about the use of fair value to measure assets and liabilities.

This topic defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and establishes a three-level hierarchy, which encourages an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of the hierarchy are defined as follows:

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- Level 1 - inputs to the valuation techniques that are quoted prices in active markets for identical assets or liabilities
- Level 2 - inputs to the valuation techniques that are other than quoted prices but are observable for the assets or liabilities, either directly or indirectly
- Level 3 - inputs to the valuation techniques that are unobservable for the assets or liabilities

The Company's cash and cash equivalents, accounts receivable, accounts payable and credit facility are all short-term in nature. As such, their carrying amounts approximate fair value. The assets and liabilities of the Company's Deferred Compensation Plan, excluding Company stock, fall within Level 1 of the fair value hierarchy. The Company stock included in the Deferred Compensation Plan is not subject to fair value measurement.

Recently Issued Accounting Updates

In May 2011, the FASB issued an accounting standard update, "Fair Value Measurement", which amends the "*Fair Value Measurements and Disclosure"* topic of the FASB ASC. This update provides amendments to achieve common fair value measurement and disclosure requirements in U.S. GAAP and International Financial Reporting Standards. This standard will be effective for interim and annual periods beginning after December 15, 2011. The Company does not expect this adoption to have a material impact on its financial statements or related disclosures.

In June 2011, the FASB issued an accounting standard update, "Comprehensive Income". Under this update, an entity has the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. This standard will be effective for interim and annual periods beginning after December 15, 2011; however, early adoption is permitted. The Company does not expect this adoption to have a material impact on its financial statements.

2. STOCKHOLDERS' EQUITY

On August 18, 2010, the Company's Board of Directors authorized a share repurchase program in the amount of $100.0 million (the "2010 Share Repurchase Program") and on March 3, 2011 authorized another share repurchase program in the amount of $100.0 million (the "2011 Share Repurchase Program"). Under the programs, the Company may repurchase shares in the open market at current market prices at the time of purchase or in privately negotiated transactions. During Year-To-Date 2011 the Company repurchased approximately 1.0 million shares for approximately $46.6 million, of which $10.1 million was for purchases under the 2010 Share Repurchase Program, which closed out that program, and the other $36.5 million was for purchases under the 2011 Share Repurchase Program. Subsequent to July 30, 2011 and through August 31, 2011, the Company repurchased an additional 0.3 million shares for approximately $11.2 million. All shares repurchased under the programs have been retired. The timing and number of shares repurchased under the 2011 Share Repurchase Program will depend on a variety of factors including price, corporate and regulatory requirements, and other business and market conditions. The Company may suspend or discontinue the 2011 Share Repurchase Program at any time, and may thereafter reinstitute purchases, all without prior announcement.

Additionally, under certain conditions, the Company withholds and retires shares of vesting stock awards in exchange for payments to satisfy the withholding tax requirements of certain recipients. The Company's payment of the withholding taxes in exchange for the shares constitutes a purchase of its common stock. For Year-To-Date 2011, the Company retired approximately 18,000 shares and made related withholding tax payments of approximately $0.8 million. For Year-To-Date 2010, the Company retired approximately 8,000 shares and made related withholding tax payments of approximately $0.4 million.

In accordance with the "Equity" topic of the FASB ASC, the par value of the shares retired is charged against common stock and the remaining purchase price is allocated between additional paid-in capital and retained earnings. The portion charged against additional paid-in capital is done using a pro rata allocation based on total shares outstanding. Related to all shares retired for Year-To-Date 2011, approximately $39.2 million was charged to retained earnings.

Treasury stock consists of those shares deferred into the Deferred Compensation Plan. During Year-To-Date 2011, approximately 11,000 shares have been deferred into the Deferred Compensation Plan at an aggregate cost of approximately $0.5 million.

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3. STOCK-BASED COMPENSATION

The following table summarizes the Company's stock-based compensation expense (in thousands):

	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010	July 30, 2011	July 31, 2010
Stock option expense	$ —	$ 13	$ —	$ 35
Deferred stock expense	2,572	1,476	4,557	3,544
Restricted stock expense	—	216	399	432
Performance award expense	630	1,656	989	3,197

Total stock-based compensation expense (1)	$	3,202	$	3,361	$	5,945	$	7,208

(1) Approximately $0.6 million in the Second Quarter 2011 and $0.3 million in the Second Quarter 2010 was recorded in cost of goods sold. Approximately $1.0 million in the Year-To-Date 2011 and $0.6 million in the Year-To-Date 2010 was recorded in cost of goods sold.

The Company recognized a tax benefit related to stock-based compensation expense of $2.4 million and $2.9 million for Year-To-Date 2011 and Year-To-Date 2010, respectively.

Awards Granted During Year-To-Date 2011

As part of an amendment to the employment agreement of its Chief Executive Officer and President, on March 28, 2011 the Company granted 100,725 deferred stock awards, which vest as to 50%, 25% and 25% on the first, second and third anniversaries of the date of grant. In addition, the Company granted performance awards that provide for the issuance of 100,725 Target Shares if the Company meets its operating income target for fiscal 2011. The performance awards have a minimum threshold that would provide 50% of the Target Shares and a maximum target that would provide 200% of the Target Shares. Depending on the final operating income, the percentage earned can be 0%, or any percentage including and between 50% and 200%. Any earned performance awards cliff vest in April 2014.

Additionally, during Year-To-Date 2011, the Company granted 161,704 deferred stock awards to employees, including new hire awards. The awards vest as to one-third on each of the first three anniversaries of the grant date. In addition, the Company also granted performance awards to employees that provide for the issuance of 126,176 Target Shares if the Company meets its operating income target for fiscal 2011. The performance awards have a minimum threshold that would provide 50% of the Target Shares and a maximum target that would provide 200% of the Target Shares. Depending on the final operating income, the percentage earned can be 0%, or any percentage including and between 50% and 200%. Any earned performance awards cliff vest in three years from the grant date.

On January 30, 2011, the Company made its annual grant of deferred stock awards to the members of its Board of Directors. Total awards granted were 18,640 and vest after one year. On May 20, 2011, the Company granted 1,376 deferred stock awards to a new member of its Board of Directors. These awards vest after one year.

Changes in the Company's Unvested Stock Awards During Year-To-Date 2011

Deferred and Restricted Stock ("Deferred Awards")

	Number of Shares (in thousands)		Weighted Average Grant Date Fair Value
Unvested Deferred Awards beginning of period	356	$	36.91
Granted	282		50.94
Vested	(104)		32.08
Forfeited	(41)		39.15
Unvested Deferred Awards, end of period	493	$	45.78

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Total unrecognized stock-based compensation expense related to unvested Deferred Awards approximated $17.9 million as of July 30, 2011, which will be recognized over a weighted average period of approximately 2.4 years.

Performance Awards

	Number of Performance Shares (1) (in thousands)		Weighted Average Grant Date Fair Value
Unvested performance shares, beginning of period	151	$	25.16
Granted	227		51.45
Vested	(144)		24.05
Forfeited	(1)		52.70
Unvested performance shares, end of period	233	$	51.27

(1) The number of unvested performance shares is based on the Participants earning their Target Shares at 100%. As of July 30, 2011, the Company estimates that on a weighted average basis the Participants will earn 80% of their Target Shares. The cumulative expense recognized reflects changes in estimates as they occur.

Based on the current number of performance shares expected to be earned, the total unrecognized stock-based compensation expense related to unvested performance shares approximated $8.6 million as of July 30, 2011, which will be recognized over a weighted average period of approximately 2.6 years.

Stock Options

At January 29, 2011 the Company had approximately 16,000 unvested stock options at a weighed average grant date fair value of $11.08. All of these options vested during Year-To-Date 2011.

Outstanding Stock Options

Changes in the Company's outstanding stock options for Year-To-Date 2011 were as follows:

	Number of Options (in thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in thousands)
Options outstanding at beginning of period	351	$ 33.93	4.3	$ 3,311
Granted	—	—	—	—
Exercised	(84)	32.68	N/A	1,518
Forfeited	(6)	39.09	N/A	89
Options outstanding and exercisable at end of period	261	$ 34.21	4.1	$ 3,707

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4. NET INCOME (LOSS) PER COMMON SHARE

The following table reconciles net income (loss) and share amounts utilized to calculate basic and diluted net income (loss) per common share (in thousands):

	Thirteen Weeks Ended July 30, 2011	Thirteen Weeks Ended July 31, 2010	Twenty-six Weeks Ended July 30, 2011	Twenty-six Weeks Ended July 31, 2010
Income (loss) from continuing operations	$ (9,777)	$ (8,268)	$ 19,307	$ 19,739
Income (loss) from discontinued operations, net of taxes	—	35	—	(70)
Net income (loss)	$ (9,777)	$ (8,233)	$ 19,307	$ 19,669
Basic weighted average common shares	25,738	27,755	25,925	27,669
Dilutive effect of stock awards	—	—	238	358
Diluted weighted average common shares	25,738	27,755	26,163	28,027
Antidilutive stock awards	811	1,400	90	139

Antidilutive stock awards (stock options, Deferred Awards and performance awards) represent those awards that are excluded from the earnings per share calculation as a result of their antidilutive effect in the application of the treasury stock method in accordance with the "*Earnings per Share*" topic of the FASB ASC.

The diluted loss per share amounts presented in the condensed consolidated statements of operations for the Second Quarter 2011 and the Second Quarter 2010 exclude the dilutive effect of the stock awards, which would have been anti-dilutive as a result of the loss from continuing operations.

5. COMPREHENSIVE INCOME (LOSS)

The following table presents the Company's comprehensive income (loss) (in thousands):

	Thirteen Weeks Ended July 30, 2011	Thirteen Weeks Ended July 31, 2010	Twenty-six Weeks Ended July 30, 2011	Twenty-six Weeks Ended July 31, 2010
Net income (loss)	$ (9,777)	$ (8,233)	$ 19,307	$ 19,669
Foreign currency translation adjustment	(1,316)	(954)	4,736	2,870
Comprehensive income (loss)	$ (11,093)	$ (9,187)	$ 24,043	$ 22,539

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6. PROPERTY AND EQUIPMENT

Property and equipment consist of the following (in thousands):

	Asset Life	July 30, 2011	January 29, 2011	July 31, 2010
Property and equipment:				
Land and land improvements	—	$ 3,403	$ 3,403	$ 3,403
Building and improvements	20-25 yrs	34,370	34,360	33,886
Material handling equipment	10-15 yrs	51,021	50,011	48,506
Leasehold improvements	Lease life	406,330	398,991	388,954
Store fixtures and equipment	3-10 yrs	290,524	279,674	267,970
Capitalized software	5 yrs	77,080	71,993	68,848

Construction in progress	—	17,343	18,951	10,262
		880,071	857,383	821,829
Less accumulated depreciation and amortization		(548,794)	(536,782)	(503,574)
Property and equipment, net		$ 331,277	$ 320,601	$ 318,255

During the Second Quarter 2011, the Company recorded $1.0 million of impairment charges primarily related to four underperforming stores. During the Second Quarter 2010, the Company recorded $1.2 million of impairment charges primarily related to three underperforming stores.

During Year-To-Date 2011, the Company recorded $1.4 million of impairment charges primarily related to six underperforming stores. During Year-To-Date 2010, the Company recorded $2.2 million of impairment charges primarily related to four underperforming stores.

As of July 30, 2011, January 29, 2011 and July 31, 2010, the Company had approximately $5.6 million, $4.7 million and $3.1 million, respectively, in property and equipment for which payment had not been made. These amounts are included in accounts payable and accrued expenses and other current liabilities.

7. CREDIT FACILITY

The following description of the Company's credit agreement contains terms that were in effect as of July 30, 2011. Certain of these terms have been amended in August 2011 as described below.

On July 31, 2008, the Company and certain of its domestic subsidiaries entered into a five year credit agreement (the "Credit Agreement") with Wells Fargo Retail Finance, LLC (as subsequently acquired by Wells Fargo Bank, National Association, its successor-in-interest, "Wells Fargo"), Bank of America, N.A., HSBC Business Credit (USA) Inc., and JPMorgan Chase Bank, N.A. as lenders (collectively, the "Lenders") and Wells Fargo, as Administrative Agent, Collateral Agent and Swing Line Lender.

The Credit Agreement consists of a $200 million asset based revolving credit facility, with a $175 million sublimit for standby and documentary letters of credit. Revolving credit loans outstanding under the Credit Agreement bear interest, at the Company's option, at:

(i) the prime rate plus a margin of 0.0% to 0.5% based on the amount of the Company's average excess availability under the facility; or
(ii) the London InterBank Offered Rate, or "LIBOR", for an interest period of one, two, three or six months, as selected by the Company, plus a margin of 2.00% to 2.50% based on the amount of the Company's average excess availability under the facility.

We are charged an unused line fee of 0.50% or 0.75% on the unused portion of the commitments. Letter of credit fees range from 1.25% to 1.75% for commercial letters of credit and range from 2.00% to 2.50% for standby letters of credit. Letter of credit fees are determined based on daily average undrawn stated amount of such outstanding letters of credit. The Credit Agreement expires on July 31, 2013. The amount available for loans and letters of credit under the Credit Agreement is determined by a borrowing base consisting of certain credit card receivables, certain inventory and the fair market value of certain real estate, subject to certain reserves.

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The outstanding obligations under the Credit Agreement may be accelerated upon the occurrence of certain events, including, among others, non-payment, breach of covenants, the institution of insolvency proceedings, defaults under other material indebtedness and a change of control, subject, in the case of certain defaults, to the expiration of applicable grace periods. Had the Company terminated the Credit Agreement on or before July 31, 2010 the Company would have been required to pay an early termination fee in the amount of 0.25% of the revolving credit facility ceiling then in effect. After July 31, 2010 the Company is no longer subject to any early termination fees.

The Credit Agreement contains covenants, which include limitations on annual capital expenditures, stock buybacks and the payment of dividends or similar payments. Credit extended under the Credit Agreement is secured by a first or second priority security interest in substantially all of the Company's assets.

On August 18, 2010 and also on March 7, 2011, in connection with the approval of the Company's share repurchase programs, the Credit Agreement was amended to increase the allowable amount, subject to certain restrictions, that the Company may spend on share repurchases.

On August 16, 2011, the Credit Agreement was amended (the "2011 Amendment") to provide for, among other things, the following:

- a three year extension of the term of the Credit Agreement to August 2016;
- a reduction in the maximum available borrowings under the facility to $150 million with an accordion feature that could provide up to $75 million of additional availability, of which $25 million is committed;
- a reduction in the sublimit for standby and documentary letters of credit to $125 million;
- a change in the applicable loan interest rates to either a) the prime rate plus a margin of 0.75% to 1.0% or LIBOR plus a margin of 1.75% to 2.00%;
- a reduction in the unused line fee to 0.375%;
- a reduction of letter of credit fees to a range of 0.875% to 1.00%, based on excess availability;
- a reduction of standby letter of credit fees to a range of 1.25% to 1.50% based on excess availability; and
- the elimination of the maximum capital expenditures covenant.

In conjunction with the 2011 Amendment, the Company paid $0.7 million in additional deferred financing costs.

At July 30, 2011, the Company had capitalized an aggregate of approximately $2.6 million in deferred financing costs related to the Credit Agreement, which was being amortized on a straight-line basis over its initial term. The remaining unamortized balance of $1.2 million, plus the $0.7 million of additional deferred financing costs incurred on the 2011 Amendment, will be amortized over the remaining life of the Credit Agreement, including the extended term.

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The table below presents the components (in millions) of the Company's credit facility:

	July 30, 2011	January 29, 2011	July 31, 2010
Credit facility maximum	$ 200.0	$ 200.0	$ 200.0
Borrowing base	168.9	168.4	169.8
Outstanding borrowings	—	—	—
Letters of credit outstanding—merchandise	24.2	41.3	37.1
Letters of credit outstanding—standby	11.1	11.0	10.9
Utilization of credit facility at end of period	35.3	52.3	48.0
Availability	$ 133.6	$ 116.1	$ 121.8
Interest rate at end of period	3.3%	3.3%	3.3%

	Year-To-Date 2011	Fiscal 2010	Year-To-Date 2010
Average end of day loan balance during the period	$ —	$ —	$ —
Highest end of day loan balance during the period	0.2	0.1	—
Average interest rate	3.3%	3.3%	3.3%

Letter of Credit Fees

Letter of credit fees approximated $0.2 million in each of Year-To-Date 2011 and Year-To-Date 2010 and are included in cost of sales.

8. LEGAL AND REGULATORY MATTERS

During the Second Quarter 2011, neither the Company nor any of its subsidiaries became a party to, nor did any of their property become the subject of, any material legal proceedings. There were no material developments to any legal proceedings previously reported in the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011 and in the Company's Quarterly Report on Form 10-Q for the quarter ended April 30, 2011.

The Company is also involved in various legal proceedings arising in the normal course of business. In the opinion of management, any ultimate liability arising out of these proceedings will not have a material effect on the Company's financial condition.

9. INCOME TAXES

The Company computes income taxes using the liability method. This method requires recognition of deferred tax assets and liabilities, measured by enacted rates, attributable to temporary differences between the financial statement and income tax bases of assets and liabilities. Deferred tax assets and liabilities are comprised largely of book tax differences relating to depreciation, rent expense, inventory and various accruals and reserves.

The Company's effective tax rate from continuing operations for the Second Quarter 2011 and Year-To-Date 2011 was 39.2% and 40.4%, respectively, compared to 38.8% and 41.5% during the Second Quarter 2010 and Year-To-Date 2010, respectively.

During the Second Quarter 2011 and Year-To-Date 2011, the Company recognized approximately $0.2 million and $0.3 million, respectively, of additional interest expense related to its unrecognized tax benefits. During the Second Quarter 2010 and Year-To-Date 2010, the Company recognized approximately $0.2 million and $0.4 million, respectively, of additional interest expense related to its unrecognized tax benefits. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense.

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The Company is subject to taxation and files income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. The Company is no longer subject to U.S. federal income tax audits for years through fiscal 2006. With limited exception, the Company is no longer subject to state, local or non-U.S. income tax audits by taxing authorities for years through fiscal 2006.

Management believes that an adequate provision has been made for any adjustments that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty. If any issues addressed in the Company's tax audits are resolved in a manner not consistent with management's expectations, the Company could be required to adjust its provision for income tax in the period such resolution occurs.

10. INTEREST INCOME (EXPENSE), NET

The following table presents the components of the Company's interest income (expense), net (in thousands):

	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010	July 30, 2011	July 31, 2010
Interest income	$ 240	$ 129	$ 478	$ 221
Tax-exempt interest income	2	14	7	18

Total interest income	242	143	485	239
Less:				
Interest expense – credit facilities	63	55	126	126
Unused line fee	317	293	621	594
Amortization of deferred financing fees	145	145	290	290
Other interest and fees	31	31	33	66
Total interest expense	556	524	1,070	1,076
Interest (expense), net	$ (314)	$ (381)	$ (585)	$ (837)

11. SEGMENT INFORMATION

In accordance with the "*Segment Reporting*" topic of the FASB ASC, the Company reports segment data based on management responsibility: The Children's Place U.S. and The Children's Place Canada. Included in The Children's Place U.S. segment are the Company's U.S. and Puerto Rico based stores. Each segment includes an e-commerce business located at *www.childrensplace.com*. The Company measures its segment profitability based on operating income, defined as income from continuing operations before interest and taxes. Net sales and direct costs are recorded by each segment. Certain inventory procurement functions such as production and design as well as corporate overhead, including executive management, finance, real estate, human resources, legal, and information technology services are managed by The Children's Place U.S. segment. Expenses related to these functions, including depreciation and amortization, are allocated to The Children's Place Canada segment based primarily on net sales. The assets related to these functions are not allocated. The Company periodically reviews these allocations and adjusts them based upon changes in business circumstances. Net sales from external customers are derived from merchandise sales and the Company has no major customers that account for more than 10% of its net sales. As of July 30, 2011, The Children's Place U.S. operated 944 stores and The Children's Place Canada operated 116 stores. As of July 31, 2010, The Children's Place U.S. operated 880 stores and The Children's Place Canada operated 97 stores.

The following tables provide segment level financial information for the Second Quarter 2011, the Second Quarter 2010, Year-To-Date 2011 and Year-To-Date 2010 (dollars in thousands):

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	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010	July 30, 2011	July 31, 2010
Net sales:				
The Children's Place U.S.	$ 294,417	$ 297,329	$ 674,925	$ 670,742
The Children's Place Canada	49,091	47,972	99,389	96,692
Total net sales	$ 343,508	$ 345,301	$ 774,314	$ 767,434
Gross profit:				
The Children's Place U.S.	$ 93,326	$ 92,824	$ 252,745	$ 249,184
The Children's Place Canada	22,239	20,750	46,467	44,094
Total gross profit	$ 115,565	$ 113,574	$ 299,212	$ 293,278
Gross Margin:				
The Children's Place U.S.	31.7%	31.2%	37.4%	37.2%
The Children's Place Canada	45.3%	43.3%	46.8%	45.6%
Total Gross Margin	33.6%	32.9%	38.6%	38.2%
Operating income (loss):				
The Children's Place U.S.	$ (20,269)	$ (17,456)	$ 20,986	$ 21,867
The Children's Place Canada	4,491	4,328	12,012	12,699
Total operating income (loss)	$ (15,778)	$ (13,128)	$ 32,998	$ 34,566
Operating income (loss) as a percent of net sales:				
The Children's Place U.S.	-6.9%	-5.9%	3.1%	3.3%
The Children's Place Canada	9.1%	9.0%	12.1%	13.1%
Total operating income (loss)	-4.6%	-3.8%	4.3%	4.5%
Depreciation and amortization:				
The Children's Place U.S.	$ 16,259	$ 16,277	$ 31,963	$ 32,063
The Children's Place Canada	2,219	1,922	4,266	3,761
Total depreciation and amortization	$ 18,478	$ 18,199	$ 36,229	$ 35,824
Capital expenditures:				
The Children's Place U.S.	$ 18,324	$ 22,171	$ 39,695	$ 44,975
The Children's Place Canada	3,866	873	7,030	1,983
Total capital expenditures	$ 22,190	$ 23,044	$ 46,725	$ 46,958

Total assets by segment are as follows (in thousands):

	July 30, 2011	January 29, 2011	July 31, 2010
Total assets:			
The Children's Place U.S.	$ 723,073	$ 720,951	$ 779,743
The Children's Place Canada	150,178	133,380	112,782
Total assets	$ 873,251	$ 854,331	$ 892,525

12. SUBSEQUENT EVENTS

As more fully described in Note 7, on August 16, 2011, the Credit Agreement was amended, which provides for, among other things, an extension of its term to August 2016, a reduction in the interest rates and fees applicable to borrowings and uses of letters of credit, and the elimination of the maximum capital expenditures covenant. In conjunction with the amendment, the Company paid $0.7 million in additional deferred financing costs.

Subsequent to July 30, 2011 and through August 31, 2011, the Company repurchased an additional 0.3 million shares for approximately $11.2 million, which brought the total under the 2011 Share Repurchase Program to approximately $47.7 million.

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Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Quarterly Report on Form 10-Q contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements typically are identified by use of terms such as "may," "will," "should," "plan," "project," "expect," "anticipate," "estimate" and similar words, although some forward-looking statements are expressed differently. These forward-looking statements of The Children's Place Retail Stores, Inc. (the "Company") are based upon the Company's current expectations and assumptions and are subject to various risks and uncertainties that could cause actual results and performance to differ materially. Some of these risks and uncertainties are described in the Company's filings with the Securities and Exchange Commission, including in the "Risk Factors" section of its Annual Report on Form 10-K for the fiscal year ended January 29, 2011. Included among the risks and uncertainties that could cause actual results and performance to differ materially are the risk that the Company will be unsuccessful in gauging fashion trends and changing consumer preferences, the risks resulting from the highly competitive nature of the Company's business and its dependence on consumer spending patterns, which may be affected by a further downturn in the economy or by other factors such as increases in the cost of gasoline and food, and the risk that the cost of raw materials or energy prices will increase beyond current expectations or that the Company is unable to offset cost increases through value engineering or price increases. Investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they were made. Although the Company believes that the assumptions underlying the forward-looking statements contained herein are reasonable, any of the assumptions could prove to be inaccurate, and therefore, there can be no assurance that the forward-looking statements included in this Quarterly Report on Form 10-Q will prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by the Company or any other person that the objectives and plans of the Company will be achieved. The Company undertakes no obligation to release publicly any revisions to these forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

The following discussion should be read in conjunction with the Company's unaudited financial statements and notes thereto included elsewhere in this Quarterly Report on Form 10-Q and the annual audited financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended January 29, 2011.

Terms that are commonly used in our management's discussion and analysis of financial condition and results of operations are defined as follows:

- *Second Quarter 2011 — The thirteen weeks ended July 30, 2011.*
- *Second Quarter 2010 — The thirteen weeks ended July 31, 2010.*
- *Year-To-Date 2011 — The twenty-six weeks ended July 30, 2011.*
- *Year-To-Date 2010 — The twenty-six weeks ended July 31, 2010.*
- *Comparable Store Sales — Net sales, in constant currency, from stores that have been open for at least 14 consecutive months; except that stores that temporarily close for non- substantial remodeling will be excluded from comparable store sales for only the period that they were closed. A store is considered substantially remodeled if it has been relocated or materially changed in size.*
- *Comparable Retail Sales — Comparable Store Sales plus comparable sales from our e-commerce store.*
- *Gross Margin — Gross profit expressed as a percentage of net sales.*
- *SG&A — Selling, general and administrative expenses.*
- *FASB — Financial Accounting Standards Board.*
- *SEC — U.S. Securities and Exchange Commission.*
- *FASB ASC — FASB Accounting Standards Codification, which serves as the source for authoritative U.S. GAAP, except that rules and interpretive releases by the SEC are also sources of authoritative U.S. GAAP for SEC registrants.*
- *U.S. GAAP — Generally Accepted Accounting Principles in the United States.*

Our Business

We are the largest pure-play children's specialty apparel retailer in North America. We design, contract to manufacture and sell fashionable, high-quality, value-priced merchandise, virtually all of which is under our proprietary "The Children's Place" and "Place" brand names. Our objective is to deliver high-quality merchandise at value prices. As of July 30, 2011, we operated 1,060 stores throughout North America and our e-commerce business at *www.childrensplace.com.*

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Segment Reporting

In accordance with the "*Segment Reporting*" topic of the FASB ASC, we report segment data based on management responsibility: The Children's Place U.S. and The Children's Place Canada. Included in The Children's Place U.S. segment are our U.S. and Puerto Rico based stores. Each segment includes an e-commerce business located at *www.childrensplace.com*. We measure our segment profitability based on operating income, defined as income from continuing operations before interest and taxes. Net sales and direct costs are recorded by each segment. Certain inventory procurement functions such as production and design as well as corporate overhead, including executive management, finance, real estate, human resources, legal, and information technology services are managed by The Children's Place U.S. segment. Expenses related to these functions, including depreciation and amortization, are allocated to The Children's Place Canada segment based primarily on net sales. The assets related to these functions are not allocated. We periodically review these allocations and adjust them based upon changes in business circumstances. Net sales from external customers are derived from merchandise sales and we have no major customers that account for more than 10% of our net sales. As of July 30, 2011, The Children's Place U.S. operated 944 stores and The Children's Place Canada operated 116 stores. As of July 31, 2010, The Children's Place U.S. operated 880 stores and The Children's Place Canada operated 97 stores.

Recent Developments

On August 16, 2011, our Credit Agreement was amended, which provides for, among other things, an extension of its term to August 2016, a reduction in the interest rates and fees applicable to borrowings and uses of letters of credit, and the elimination of the maximum capital expenditures covenant. In conjunction with the amendment, we paid $0.7 million in additional deferred financing costs.

Operating Highlights

Net sales increased by $6.9 million, or 0.9%, to $774.3 million in Year-To-Date 2011 from $767.4 million during Year-To-Date 2010. Our Comparable Retail Sales decreased 4.3% during Year-To-Date 2011 compared to a 1.7% increase during Year-To-Date 2010. During Year-To-Date 2011, we opened 70 The Children's Place stores and closed five. During Year-To-Date 2010, we opened 34 The Children's Place stores and closed four.

During Year-To-Date 2011, we reported income from continuing operations of $19.3 million, or $0.74 per diluted share, compared to $19.7 million, or $0.70 per diluted share, in Year-To-Date 2010.

We have subsidiaries whose operating results are based in foreign currencies and are thus subject to the fluctuations of the corresponding translation rates into U.S. dollars. The below table summarizes those average translation rates most impacting our operating results:

	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	**July 31, 2010**	**July 30, 2011**	**July 31, 2010**
Average Translation Rates (1)				
Canadian Dollar	1.0347	0.9620	1.0292	0.9661
Hong Kong Dollar	0.1285	0.1285	0.1285	0.1286
China Yuan Renminbi	0.1543	0.1468	0.1534	0.1466

(1) The average translation rates are the average of the monthly translation rates used during each period to translate the respective income statements. The rates represent the U.S. dollar equivalent of each foreign currency.

For the Second Quarter 2011, the effects of these translation rate changes on net sales, gross profit and income from continuing operations before income taxes were increases of $3.3 million, $1.5 million and $0.7 million, respectively. For Year-To-Date 2011, the effects of these translation rate changes on net sales, gross profit and income from continuing operations before income taxes were increases of $5.9 million, $2.7 million and $1.2 million, respectively. Net sales are affected only by the Canadian dollar translation rates. In addition to the translation rate changes, the gross profit of our Canadian subsidiary is also impacted by its purchases of inventory, which are priced in U.S. dollars. The effect of these purchases on our gross profit was an increase of approximately $0.1 million during Year-To-Date 2011. These purchases did not have a material effect on our gross profit in the Second Quarter 2011.

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CRITICAL ACCOUNTING POLICIES

The preparation of consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenues and expenses during the reported period. In many cases, there are alternative policies or estimation techniques that could be used. We continuously review the application of our accounting policies and evaluate the appropriateness of the estimates used in preparing our financial statements; however, estimates routinely require adjustment based on changing circumstances and the receipt of new or better information. Consequently, actual results could differ from our estimates.

The accounting policies and estimates discussed below include those that we believe are the most critical to aid in fully understanding and evaluating our financial results. Senior management has discussed the development and selection of our critical accounting policies and estimates with the Audit Committee of our Board of Directors, which has reviewed our related disclosures herein.

Inventory Valuation—Merchandise inventories are stated at the lower of average cost or market, using the retail inventory method. Under the retail inventory method, the valuation of inventories at cost and the resulting gross margins are calculated by applying a cost-to-retail ratio, for each merchandise department, to the retail value of inventories. An initial markup is applied to inventory at cost to establish a cost-to-retail ratio. Permanent markdowns, when taken, reduce both the retail and cost components of inventory on hand so as to maintain the already established cost-to-retail relationship. At any one time, inventories include items that have been marked down to our best estimate of the lower of their cost or fair market value and an estimate of our inventory shrinkage.

We base our decision to mark down merchandise upon its current rate of sale, the season, and the age and sell-through of the item. We estimate sell-through rates based upon historical and forecasted information. Markdown reserves are assessed and adjusted each quarter based on current sales trends and their resulting impact on forecasts. Our success is largely dependent upon our ability to gauge the fashion taste of our customers, and to provide a well-balanced merchandise assortment that satisfies customer demand. Throughout the year, we review our inventory in order to identify slow moving items and generally use markdowns to clear them. Any inability to provide the proper quantity of appropriate merchandise in a timely manner, or to correctly estimate the sell-through rate, could have a material impact on our consolidated financial statements. Our historical estimates have not differed materially from actual results and a 10% difference in our markdown reserve as of July 30, 2011 would have impacted net income by approximately $0.5 million. Our markdown reserve balance at July 30, 2011 was approximately $8.3 million.

Additionally, we adjust our inventory based upon an annual physical inventory, which is taken during the last quarter of the fiscal year. Based on the results of our historical physical inventories, an estimated shrink rate is used for each successive quarter until the next annual physical inventory, or sooner if facts or circumstances should indicate differently. A 1% difference in our shrinkage rate at retail could impact each quarter's net income by approximately $0.6 million.

Stock-Based Compensation— We account for stock-based compensation according to the provisions of the "*Compensation—Stock Compensation*" topic of the FASB ASC.

Restricted Stock, Deferred Stock and Performance Awards

We generally grant deferred stock awards and performance awards to employees at management levels and above. We also grant deferred stock awards to our non-employee directors. The fair value of all awards issued prior to May 20, 2011 was based on the average of the high and low selling price of our common stock on the grant date. Effective with the adoption of the 2011 Equity Incentive Plan, the fair value of all awards granted on or after May 20, 2011 is based on the closing price of our common stock on the grant date. This change in estimate is not expected to have a material impact on our financial statements. Compensation expense is recognized ratably over the related service period reduced for estimated forfeitures of those awards not expected to vest due to employee turnover. While actual forfeitures could vary significantly from those estimated, a 10% change in our estimated forfeiture rate would impact our Year-To-Date 2011 net income by approximately $0.3 million. In addition, the number of performance shares earned is dependent upon our operating results over a specified time period. The expense for performance shares is based on the number of shares we estimate will vest as a result of our earnings-to-date plus our estimate of future earnings for the performance period. The current performance period ends on January 28, 2012. To the extent that actual operating results for the rest of this fiscal year differ from our estimates, future performance share compensation expense could be significantly different. For Year-to-Date 2011, a 25% increase in our projected future earnings would have caused a $1.4 million increase to stock-based compensation expense,

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and a 25% decrease in our projected future earnings would have caused a $0.8 million decrease to our stock-based compensation expense.

Stock Options

During fiscal 2008, we ceased issuing stock options in favor of deferred stock awards. The fair value of all outstanding stock options was estimated using the Black-Scholes option pricing model based on a Monte Carlo simulation, which requires extensive use of accounting judgment and financial estimates, including estimates of how long employees will hold their vested stock options before exercise, the estimated volatility of our common stock over the expected term, and the number of options that will be forfeited prior to the completion of vesting requirements. All exercise prices were based on the average of the high and low of the selling price of our common stock on the grant date. There is no unamortized stock compensation at July 30, 2011.

Insurance and Self-Insurance Liabilities—Based on our assessment of risk and cost efficiency, we self-insure as well as purchase insurance policies to provide for workers' compensation, general liability, and property losses, as well as directors' and officers' liability, vehicle liability and employee medical benefits. We estimate risks and record a liability based upon historical claim experience, insurance deductibles, severity factors and other actuarial assumptions. These estimates include inherent uncertainties due to the variability of the factors involved, including type of injury or claim, required services by the providers, healing time, age of claimant, case management costs, location of the claimant, and governmental regulations. While we believe that our risk assessments are appropriate, these uncertainties or a deviation in future claims trends from recent historical patterns could result in our recording additional or reduced expenses, which may be material to our results of operations. Our historical estimates have not differed materially from actual results and a 10% difference in our insurance reserves as of July 30, 2011 would have impacted net income by approximately $0.6 million.

Impairment of Long-Lived Assets—We periodically review our long-lived assets when events indicate that their carrying value may not be recoverable. Such events include a history trend or projected trend of cash flow losses or a future expectation that we will sell or dispose of an asset significantly before the end of its previously estimated useful life. In reviewing for impairment, we group our long-lived assets at the lowest possible level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. In that regard, we group our assets into two categories: corporate-related and store-related. Corporate-related assets consist of those associated with our corporate offices, distribution centers and our information technology systems. Store-related assets consist of leasehold improvements, furniture and fixtures, certain computer equipment and lease related assets associated with individual stores.

For store-related assets, we review all stores that have been open for at least two years, or sooner if circumstances should dictate, on at least an annual basis. For each store that shows indications of operating losses, we project future cash flows over the remaining life of the lease and compare the total undiscounted cash flows to the net book value of the related long-lived assets. If the undiscounted cash flows are less than the related net book value of the long-lived assets, they are written down to their fair market value. We primarily determine fair market value to be the discounted future cash flows associated with those assets. In evaluating future cash flows, we consider external and internal factors. External factors comprise the local environment in which the store resides, including mall traffic, competition, and their effect on sales trends. Internal factors include our ability to gauge the fashion taste of our customers, control variable costs such as cost of sales and payroll, and in certain cases, our ability to renegotiate lease costs. Historically, less than 2% of our stores required impairment charges in any one year. If external factors should change unfavorably, if actual sales should differ from our projections, or if our ability to control costs is insufficient to sustain the necessary cash flows, future impairment charges could be material. At July 30, 2011, the average net book value per store was approximately $0.2 million.

Income Taxes—We utilize the liability method of accounting for income taxes as set forth in the "*Income Taxes*" topic of the FASB ASC. Under the liability method, deferred taxes are determined based on the temporary differences between the financial statement and tax basis of assets and liabilities using tax rates expected to be in effect during the years in which the basis differences reverse. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized. In determining the need for valuation allowances we consider projected future taxable income and the availability of tax planning strategies. If, in the future we determine that we would not be able to realize our recorded deferred tax assets, an increase in the valuation allowance would decrease earnings in the period in which such determination is made.

We assess our income tax positions and record tax benefits for all years subject to examination based upon our evaluation of the facts, circumstances and information available at the reporting date. For those tax positions where it is more likely than not that a tax benefit will be sustained, we have recorded the largest amount of tax benefit with a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is not more likely than not that a tax benefit will be sustained, no tax benefit has been recognized in the financial statements.

Fair Value Measurement and Financial Instruments—The "*Fair Value Measurements and Disclosure*" topic of the FASB ASC provides a single definition of fair value, together with a framework for measuring it, and requires additional disclosure about the use of fair value to measure assets and liabilities.

This topic defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and establishes a three-level hierarchy, which encourages an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of the hierarchy are defined as follows:

- Level 1 - inputs to the valuation techniques that are quoted prices in active markets for identical assets or liabilities
- Level 2 - inputs to the valuation techniques that are other than quoted prices but are observable for the assets or liabilities, either directly or indirectly
- Level 3 - inputs to the valuation techniques that are unobservable for the assets or liabilities

The Company's cash and cash equivalents, accounts receivable, accounts payable and credit facility are all short-term in nature. As such, their carrying amounts approximate fair value. The assets and liabilities of the Company's Deferred Compensation Plan fall within Level 1 of the fair value hierarchy.

Recently Adopted Accounting Standards

In May 2011, the FASB issued an accounting standard update, "Fair Value Measurement", which amends the "*Fair Value Measurements and Disclosure"* topic of the FASB ASC. This update provides amendments to achieve common fair value measurement and disclosure requirements in U.S. GAAP and International Financial Reporting Standards. This standard will be effective for interim and annual periods beginning after December 15, 2011. We do not expect this adoption to have any material impact on our financial statements or related disclosures.

In June 2011, the FASB issued an accounting standard update, "Comprehensive Income". Under this update, an entity has the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. This standard will be effective for interim and annual periods beginning after December 15, 2011; however, early adoption is permitted. We do not expect this adoption to have a material impact on our financial statements.

RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, selected income statement data expressed as a percentage of net sales. We primarily evaluate the results of our operations as a percentage of net sales rather than in terms of absolute dollar increases or decreases by analyzing the year over year change in our business expressed as a percentage of net sales (i.e. "basis points"). For example, our SG&A expenses increased approximately 150 basis points to 32.6% of net sales during the Second Quarter 2011 from 31.1% during the Second Quarter 2010. Accordingly, to the extent that our sales have increased at a faster rate than our costs (i.e. "leveraging"), the more efficiently we have utilized the investments we have made in our business. Conversely, if our sales decrease or if our costs grow at a faster pace than our sales (i.e. "de-leveraging"), we have less efficiently utilized the investments we have made in our business.

	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010	July 30, 2011	July 31, 2010
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	66.4	67.1	61.4	61.8
Gross profit	33.6	32.9	38.6	38.2
Selling, general and administrative expenses	32.6	31.1	29.5	28.8
Asset impairment charge	0.3	0.4	0.2	0.3
Depreciation and amortization	5.4	5.3	4.7	4.7
Operating income (loss)	(4.6)	(3.8)	4.3	4.5
Interest (expense), net	(0.1)	(0.1)	(0.1)	(0.1)
Income (loss) from continuing operations before income taxes	(4.7)	(3.9)	4.2	4.4
Provision (benefit) for income taxes	(1.8)	(1.5)	1.7	1.8
Income (loss) from continuing operations	(2.8)	(2.4)	2.5	2.6
Income (loss) from discontinued operations, net of taxes	—	—	—	—
Net income (loss)	(2.8)%	(2.4)%	2.5%	2.6%
Number of stores, end of period	1,060	977	1,060	977

Table may not add due to rounding.

The following tables set forth by segment, for the periods indicated, net sales, gross profit and Gross Margin (dollars in thousands).

	Thirteen Weeks Ended		Twenty-six Weeks Ended	
	July 30, 2011	July 31, 2010	July 30, 2011	July 31, 2010
Net sales:				
The Children's Place U.S.	$ 294,417	$ 297,329	$ 674,925	$ 670,742
The Children's Place Canada	49,091	47,972	99,389	96,692
Total net sales	$ 343,508	$ 345,301	$ 774,314	$ 767,434
Gross profit:				
The Children's Place U.S.	$ 93,326	$ 92,824	$ 252,745	$ 249,184
The Children's Place Canada	22,239	20,750	46,467	44,094
Total gross profit	$ 115,565	$ 113,574	$ 299,212	$ 293,278
Gross Margin:				
The Children's Place U.S.	31.7%	31.2%	37.4%	37.2%
The Children's Place Canada	45.3%	43.3%	46.8%	45.6%
Total Gross Margin	33.6%	32.9%	38.6%	38.2%

The Second Quarter 2011 Compared to the Second Quarter 2010

Net sales decreased by $1.8 million to $343.5 million during the Second Quarter 2011 from $345.3 million during the Second Quarter 2010. Our net sales decrease resulted from a Comparable Retail Sales decrease of 5.6%, or $19.3 million, mostly offset by a $14.2 million increase in sales from new stores, as well as other stores that did not qualify as comparable stores and $3.3 million from favorable changes in the Canadian foreign exchange rate. Our 5.6% decrease in Comparable Retail Sales was primarily the result of a 7% decline in the number of transactions partially offset by a 1% increase in the average dollar transaction size. By department, Comparable Retail Sales were strongest for Accessories and weakest for Newborn. Regionally, Comparable Store Sales were down in all regions. Included in Comparable Retail Sales are e-commerce comparable sales, which were $30.1 million in the Second Quarter 2011 compared to $26.3 million in the Second Quarter 2010. Total e-commerce sales, as a percentage of net sales, increased to 9.1% in the Second Quarter 2011 from 8.3% in the Second Quarter 2010.

On a segment basis, The Children's Place U.S. net sales decreased $2.9 million, or 1.0%, to $294.4 million in the Second Quarter 2011 compared to $297.3 million in the Second Quarter 2010. This decrease resulted from a Comparable Store Sales decrease of 6.3%, or $15.9 million mostly offset by an $10.3 million increase in sales from new stores and other

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sales that did not qualify as comparable sales and a $2.7 million increase in e-commerce comparable sales. Comparable Store Sales decreased 6.3% primarily due to a 7% decline in the number of transactions partially offset by a 1% increase in the average dollar transaction size. The Children's Place Canada net sales increased $1.1 million, or 2.3%, to $49.1 million in the Second Quarter 2011 compared to $48.0 million in the Second Quarter 2010. This increase resulted primarily from a $2.9 million increase in sales from new stores and other sales that did not qualify as comparable sales, a $3.3 million increase resulting from favorable changes in the Canadian exchange rates and $1.1 million of e-commerce comparable sales, mostly offset by a decline in Comparable Store Sales of 13.4%, or $6.2 million. The decrease in Comparable Store Sales was primarily the result of a 12% decline in the number of transactions and a 1% decline in the average dollar transaction size.

During the Second Quarter 2011, we opened 28 stores, consisting of 22 in the United States and six in Canada.

Gross profit increased by $2.0 million to $115.6 million during the Second Quarter 2011 from $113.6 million during the Second Quarter 2010. Consolidated Gross Margin increased approximately 70 basis points to 33.6% during the Second Quarter 2011 from 32.9% during the Second Quarter 2010. The increase in consolidated Gross Margin resulted primarily from lower markdowns of approximately 110 basis points and a higher initial markup of approximately 80 basis points, mostly offset by de-leveraging of distribution and occupancy costs of approximately 120 basis points. Gross Margin at The Children's Place U.S. increased approximately 50 basis points from 31.2% in the Second Quarter 2010 to 31.7% in the Second Quarter 2011. This increase resulted primarily from a higher initial markup of approximately 80 basis points and lower markdowns of approximately 40 basis points, partially offset by de-leveraging of distribution and occupancy costs of approximately 70 basis points. Gross Margin at The Children's Place Canada increased approximately 200 basis points from 43.3% in the Second Quarter 2010 to 45.3% in the Second Quarter 2011. This increase resulted primarily from lower markdowns of approximately 520 basis points and a higher initial markup of approximately 40 basis points, partially offset by de-leveraging of occupancy and distribution costs of approximately 360 basis points.

Selling, general and administrative expenses increased $4.6 million to $111.9 million during the Second Quarter 2011 from $107.3 million during the Second Quarter 2010. As a percentage of net sales SG&A increased approximately 150 basis points to 32.6% during the Second Quarter 2011 from 31.1% during the Second Quarter 2010. These increases resulted primarily from the following:

- store payroll increased approximately $2.2 million, or 70 basis points, primarily due to an increase in the number of stores operated in the period while the de-leverage resulted from the decline in our Comparable Store Sales as noted above;
- pre-opening expenses increased approximately $1.3 million, or 40 basis points, resulting from opening 10 more stores in the Second Quarter 2011 compared to the Second Quarter 2010; and
- professional fee expenses increased approximately $0.7 million, or 20 basis points, primarily due to merchandise consulting projects.

Asset impairment charges were $1.0 million during the Second Quarter 2011, compared to $1.2 million during the Second Quarter 2010. During the Second Quarter 2011, we impaired four underperforming stores and during the Second Quarter 2010, we impaired three underperforming stores.

Depreciation and amortization was $18.5 million, or 5.4% of net sales, during the Second Quarter 2011, compared to $18.2 million, or 5.3% of net sales, during the Second Quarter 2010.

Interest expense, net was $0.3 million during the Second Quarter 2011, compared to $0.4 million during the Second Quarter 2010.

(Benefit) for income taxes was $6.3 million during the Second Quarter 2011 compared to $5.2 million during the Second Quarter 2010. Our effective tax rate was 39.2% and 38.8% during the Second Quarter 2011 and the Second Quarter 2010, respectively.

Income from discontinued operations, net of taxes was $35 thousand in the Second Quarter 2010, which related to the disposal of a business during fiscal 2008.

Net income (loss) was a loss of $9.8 million during the Second Quarter 2011 compared to a loss of $8.2 million during the Second Quarter 2010, due to the factors discussed above. Earnings per share was a loss of $0.38 in the Second Quarter 2011 compared to a loss of $0.30 in the Second Quarter 2010. This increase in the loss per share is due to the increase in net loss for the quarter and to a lower weighted average common shares outstanding of approximately 2.0 million, which is

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primarily related to the repurchase and retirement of approximately 2.9 million common shares under our share repurchase programs.

Year-To-Date 2011 Compared to Year-To-Date 2010

Net sales increased by $6.9 million to $774.3 million during Year-To-Date 2011 from $767.4 million during Year-To-Date 2010. Our net sales increase resulted from a $33.4 million increase in sales from new stores, as well as other stores that did not qualify as comparable stores, $5.9 million from favorable changes in the Canadian foreign exchange rate, mostly offset by a Comparable Retail Sales decrease of 4.3%, or $32.4 million. Our 4.3% decrease in Comparable Retail Sales was primarily the result of a 6% decline in the number of transactions partially offset by a 2% increase in the average dollar transaction size. By department, Comparable Retail Sales were strongest for Accessories and weakest for Newborn. Regionally, Comparable Store Sales were down in all regions. Included in Comparable Retail Sales are e-commerce comparable sales, which were $69.2 million during Year-To-Date 2011 compared to $57.7 million during Year-To-Date 2010. Total e-commerce sales, as a percentage of net sales, increased to 9.4% during Year-To-Date 2011 from 8.2% during Year-To-Date 2010.

On a segment basis, The Children's Place U.S. net sales increased $4.2 million, or 0.6%, to $674.9 million during Year-To-Date 2011 compared to $670.7 million during Year-To-Date 2010. This increase resulted from a $25.7 million increase in sales from new stores and other sales that did not qualify as comparable sales and a $10.4 million increase in e-commerce comparable sales, mostly offset by a Comparable Store Sales decrease of 5.5%, or $31.9 million. Comparable Store Sales decreased 5.5% due to a 7% decline in the number of transactions partially offset by a 2% increase in the average dollar transaction size. The Children's Place Canada net sales increased $2.7 million, or 2.8%, to $99.4 million during Year-To-Date 2011 compared to $96.7 million during Year-To-Date 2010. This increase resulted primarily from a $6.6 million increase in sales from new stores and other sales that did not qualify as comparable sales, a $5.9 million increase resulting from favorable changes in the Canadian exchange rates and $1.1 million of e-commerce comparable sales, mostly offset by a decline in Comparable Store Sales of 11.5%, or $10.9 million. The decrease in Comparable Store Sales was primarily the result of a 9% decline in the number of transactions and a 2% decline in the average dollar transaction size.

During Year-To-Date 2011, we opened 70 stores, consisting of 57 in the United States and 13 in Canada. We closed five stores during Year-To-Date 2011, all in the United States.

Gross profit increased by $5.9 million to $299.2 million during Year-To-Date 2011 from $293.3 million during Year-To-Date 2010. Consolidated Gross Margin increased approximately 40 basis points to 38.6% during Year-To-Date 2011 from 38.2% during Year-To-Date 2010. The increase in consolidated Gross Margin resulted primarily from a higher initial markup of approximately 70 basis points and lower markdowns of approximately 40 basis points mostly offset by de-leveraging of distribution and occupancy costs of approximately 70 basis points. The higher initial markup was due in part to the favorable changes in the Canadian exchange rates. Gross Margin at The Children's Place U.S. increased approximately 20 basis points from 37.2% during Year-To-Date 2010 to 37.4% during Year-To-Date 2011. This increase resulted primarily from a higher initial markup of approximately 70 basis points partially offset by de-leveraging of distribution and occupancy costs of approximately 50 basis points. Gross Margin at The Children's Place Canada increased approximately 120 basis points from 45.6% during Year-To-Date 2010 to 46.8% during Year-To-Date 2011. This increase resulted primarily from lower markdowns of approximately 290 basis points and a higher initial markup of approximately 60 basis points, partially offset by de-leveraging of occupancy and distribution costs of approximately 230 basis points. The Children's Place Canada's higher initial markup was favorably impacted by changes in the Canadian exchange rates.

Selling, general and administrative expenses increased $7.9 million to $228.6 million during Year-To-Date 2011 from $220.7 million during Year-To-Date 2010. As a percentage of net sales SG&A increased approximately 70 basis points to 29.5% during Year-To-Date 2011 from 28.8% during Year-To-Date 2010. This increase resulted primarily from the following:

- pre-opening expenses increased approximately $3.4 million, or 50 basis points, resulting from opening 36 more stores during Year-To-Date 2011 compared to Year-To-Date 2010; and
- professional fee expenses increased approximately $1.5 million, or 20 basis points, primarily due to merchandise consulting projects.

Asset impairment charges were $1.4 million during Year-To-Date 2011, compared to $2.2 million during Year-To-Date 2010. During Year-To-Date 2011, we impaired six underperforming stores and during Year-To-Date 2010, we impaired four underperforming stores.

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Depreciation and amortization was $36.2 million, or 4.7% of net sales, during Year-To-Date 2011, compared to $35.8 million, or 4.7% of net sales, during Year-To-Date 2010.

Interest expense, net was $0.6 million during Year-To-Date 2011 compared to $0.8 million during Year-To-Date 2010.

Provision for income taxes was $13.1 million during Year-To-Date 2011 and $14.0 million during Year-To-Date 2010. Our effective tax rate was 40.4% and 41.5% for Year-To-Date 2011 and Year-To-Date 2010, respectively.

(Loss) from discontinued operations, net of taxes was $0.1 million during Year-To-Date 2010, which related to the disposal of a business during fiscal 2008.

Net income during Year-To-Date 2011 and Year-To-Date 2010 was $19.3 million and $19.7 million, respectively, due to the factors discussed above. Earnings per diluted share was $0.74 in Year-To-Date 2011 compared to $0.70 in Year-To-Date 2010. The increase in the earnings per share is due to a lower weighted average diluted shares outstanding of approximately 1.7 million, which is primarily related to the repurchase and retirement of approximately 2.9 million common shares under our share repurchase programs.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity

Our working capital needs follow a seasonal pattern, peaking during the third quarter when inventory is purchased for the back-to-school and winter selling seasons. Our primary uses of cash are the financing of new store openings, other capital projects and working capital requirements, which are principally inventory purchases and the repurchases of our common stock.

Our working capital decreased $33.0 million to $330.2 million at July 30, 2011 compared to $363.2 million at July 31, 2010. This decrease is primarily due to cash paid for share repurchases and the utilization of certain deferred tax assets partially offset by higher inventory levels. During Year-To-Date 2011, under our share repurchase programs, we repurchased approximately 1.0 million shares for approximately $46.6 million. Subsequent to July 30, 2011 and through August 31, 2011, we repurchased an additional 0.3 million shares for approximately $11.2 million. As of July 30, 2011, we had no borrowings under our credit facility. Our credit facility, as amended on August 16, 2011, provides for borrowings up to the lesser of $150 million or our borrowing base, as defined by the credit facility agreement (see “Credit Facility” below). At July 30, 2011, our borrowing base was $168.9 million.

On June 11, 2009, we received a notice of assessment in the amount of approximately 2.3 million Canadian dollars from Revenue Quebec regarding certain of our sales tax filings. During the third quarter of fiscal 2009, Revenue Quebec required us to guarantee the assessed amount in the form of a deposit into a restricted cash account. During the first quarter of fiscal 2011, we settled these outstanding sales tax issues at a net cost of approximately $0.3 million. Upon settlement, the restriction was removed.

We expect to be able to meet our capital requirements principally by using our cash on hand, cash flows from operations and availability under our credit facility.

Credit Facility

The following description of our credit agreement contains terms that were in effect as of July 30, 2011. Certain of these terms have been amended in August 2011 as described below.

On July 31, 2008, we and certain of our domestic subsidiaries entered into a five year credit agreement (the “Credit Agreement”) with Wells Fargo Retail Finance, LLC (as subsequently acquired by Wells Fargo Bank, National Association, its successor-in-interest, “Wells Fargo”), Bank of America, N.A., HSBC Business Credit (USA) Inc., and JPMorgan Chase Bank, N.A. as lenders and Wells Fargo, as Administrative Agent, Collateral Agent and Swing Line Lender.

The Credit Agreement consists of a $200 million asset based revolving credit facility, with a $175 million sublimit for standby and documentary letters of credit. Revolving credit loans outstanding under the Credit Agreement bear interest, at our option, at:

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(i) the prime rate plus a margin of 0.0% to 0.5% based on the amount of our average excess availability under the facility; or
(ii) the London InterBank Offered Rate, or “LIBOR”, for an interest period of one, two, three or six months, as selected by us, plus a margin of 2.00% to 2.50% based on the amount of our average excess availability under the facility.

We are charged an unused line fee of 0.50% or 0.75% on the unused portion of the commitments. Letter of credit fees range from 1.25% to 1.75% for commercial letters of credit and range from 2.00% to 2.50% for standby letters of credit. Letter of credit fees are determined based on the daily average undrawn stated amount of such outstanding letters of credit. The Credit Agreement expires on July 31, 2013. The amount available for loans and letters of credit under the Credit Agreement is determined by a borrowing base consisting of certain credit card receivables, certain inventory and the fair market value of certain real estate, subject to certain reserves.

The outstanding obligations under the Credit Agreement may be accelerated upon the occurrence of certain events, including, among others, non-payment, breach of covenants, the institution of insolvency proceedings, defaults under other material indebtedness and a change of control, subject, in the case of certain defaults, to the expiration of applicable grace periods. Since August 1, 2010, we are no longer subject to any early termination fees.

The Credit Agreement contains covenants, which include limitations on annual capital expenditures, share repurchase programs and the payment of dividends or similar payments. Credit extended under the Credit Agreement is secured by a first priority security interest in substantially all of our assets.

On August 18, 2010 and also on March 7, 2011, in connection with the approval of our share repurchase programs, the Credit Agreement was amended to increase the allowable amount, subject to certain conditions, that we may spend on share repurchases.

On August 16, 2011, the Credit Agreement was amended (the “2011 Amendment”) to provide for, among other things, the following:

- a three year extension of the term of the Credit Agreement to August 2016;

- a reduction in the maximum available borrowings under the facility to $150 million with an accordion feature that could provide up to $75 million of additional availability, of which $25 million is committed;
- a reduction in the sublimit for standby and documentary letters of credit to $125 million;
- a change in the applicable loan interest rates to either a) the prime rate plus a margin of 0.75% to 1.0% or LIBOR plus a margin of 1.75% to 2.00%;
- a reduction in the unused line fee to 0.375%;
- a reduction of letter of credit fees to a range of 0.875% to 1.00%, based on excess availability;
- a reduction of standby letter of credit fees to a range of 1.25% to 1.50% based on excess availability; and
- the elimination of the maximum capital expenditures covenant.

In conjunction with the 2011 Amendment, we paid $0.7 million in additional deferred financing costs.

At July 30, 2011, we had capitalized an aggregate of approximately $2.6 million in deferred financing costs related to the Credit Agreement, which was being amortized on a straight-line basis over its initial term. The remaining unamortized balance of $1.2 million, plus the $0.7 million of additional deferred financing costs incurred on the 2011 Amendment, will be amortized over the remaining life of the Credit Agreement, including the extended term.

Cash Flows/Capital Expenditures

During Year-To-Date 2011, cash flows provided by operating activities were $47.5 million compared to $66.9 million during Year-To-Date 2010. The net decrease of $19.4 million in cash from operating activities resulted primarily from a decrease of approximately $25.4 million related to inventories, primarily due to the timing of inventory receipts, as well as an increase in inventory costs. This decrease was partially offset by the timing of payments on accounts payable and other current liabilities, primarily those related to inventory, which resulted in $10.9 million of additional cash flow.

Cash flows used in investing activities were $44.6 million during Year-To-Date 2011 compared to $47.1 million during Year-To-Date 2010. The decrease primarily resulted from the release of $2.4 million of restricted cash. Purchases of

property and equipment decreased $0.2 million resulting from lower expenditures on distribution center projects mostly offset by more store openings during Year-To-Date 2011.

During Year-To-Date 2011, cash flows used in financing activities were $37.8 million compared to cash flows provided by financing activities of $6.4 million during Year-To-Date 2010. Cash flows from financing activities decreased $44.2 million primarily due to payments of $47.4 million for purchases of our common stock, primarily related to our share repurchase programs, during Year-To-Date 2011. Also included in Year-To-Date 2011 is $9.6 million of proceeds from the exercise of stock options and related tax benefits. Year-To-Date 2010 included $6.8 million of cash received from the exercise of stock options partially offset by $0.4 million of cash paid for the repurchase of common stock.

We continue to anticipate that total capital expenditures will be in the range of approximately $85 to $90 million in fiscal 2011. During Year-To-Date 2011, we opened 70 stores and remodeled 28 at an aggregate cost of approximately $34.2 million. We have spent approximately $11.6 million on information technology, our corporate offices and other initiatives and approximately $1.2 million on projects in our distribution centers. Over the next two quarters, we anticipate additional spending of approximately $27 million on store projects and approximately $15 million on information technology, including merchandising and e-commerce systems, and other initiatives.

Our ability to continue to meet our capital requirements in fiscal 2011 depends on our ability to generate cash flows from operations and our available borrowings under our credit facility. Cash flow generated from operations depends on our ability to achieve our financial plans. During Year-To-Date 2011, we were able to fund our capital expenditures with cash generated from operating activities. We believe that our existing cash on hand, cash generated from operations and funds available to us through our credit facility will be sufficient to fund our capital and other cash flow requirements over the next 12 months. Further, we do not expect the current economic conditions to preclude us from meeting our cash requirements.

Historically, we have funded our capital expenditures primarily from operations, with occasional seasonal advances on our credit facility. With a cash balance of $151.5 million at July 30, 2011, and approximately $114.7 million of availability on our credit facility, as amended on August 16, 2011, we expect to meet our capital requirements for the remainder of fiscal 2011.

Off-Balance Sheet Arrangements

None.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

In the normal course of business, our financial position and results of operations are routinely subject to market risk associated with interest rate movements on borrowings and investments and currency rate movements on non-U.S. dollar denominated assets, liabilities, income and expenses. We utilize cash from operations and short-term borrowings to fund our working capital and investment needs.

Cash and Cash Equivalents

Cash and cash equivalents are normally invested in short-term financial instruments that will be used in operations within 90 days of the balance sheet date. Because of the short-term nature of these instruments, changes in interest rates would not materially affect the fair value of these financial instruments.

Interest Rates

Our credit facility bears interest at a floating rate equal to the prime rate or LIBOR, plus a calculated spread based on our average excess availability. As of July 30, 2011, we had no borrowings under the credit facility. During Year-To-Date 2011, borrowings were not material and any change in interest rates would not have a material impact on our interest expense.

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Foreign Assets and Liabilities

Assets and liabilities outside the United States are primarily located in Canada and Hong Kong. Our investments in our Canadian subsidiaries are considered long-term; however, we are not deemed to be permanently reinvested in our Hong Kong subsidiary. We do not hedge these net investments nor are we party to any derivative financial instruments. As of July 30, 2011, net assets in Canada and Hong Kong were $116.1 million and $17.3 million, respectively. A 10% increase or decrease in the Canadian and Hong Kong Dollars would increase or decrease the corresponding net investment by $11.6 million and $1.7 million, respectively. All changes in the net investment of our foreign subsidiaries are recorded in other comprehensive income as unrealized gains or losses.

As of July 30, 2011, we had approximately $94.3 million of our cash and cash equivalents held in foreign countries, of which approximately $73.7 million was in Canada, approximately $17.9 million was in Hong Kong and approximately $2.7 million was in China.

Foreign Operations

Approximately 12% of our consolidated net sales and total costs and expenses are transacted in foreign currencies. As a result, fluctuations in exchange rates impact the amount of our reported sales and expenses. Assuming a 10% change in foreign exchange rates, Year-To-Date 2011 net sales could have decreased or increased by approximately $9.9 million and total costs and expenses could have decreased or increased by approximately $9.5 million. Additionally, we have foreign currency denominated receivables and payables that when settled, result in transaction gains or losses. At July 30, 2011, we had foreign currency denominated receivables and payables, including inter-company balances, of $2.4 million and $9.7 million, respectively. To date, we have not used derivatives to manage foreign currency exchange risk.

While we do not have substantial financial assets in China, we import a large percentage of our merchandise from that country. Consequently, any significant or sudden change in China’s political, foreign trade, financial, banking or currency policies and practices could have a material adverse impact on our financial position, results of operations or cash flows.

Item 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Management, including our Chief Executive Officer and President, our Interim Principal Accounting Officer and our Interim Principal Financial Officer evaluated the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of July 30, 2011. Based on that evaluation, our Chief Executive Officer and President, Interim Principal Accounting Officer and Interim Principal Financial Officer concluded that our disclosure controls and procedures were effective as of July 30, 2011 to ensure that all information required to be disclosed in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and is accumulated and communicated to our management, including our principal executive, principal accounting and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Disclosure controls and procedures are designed only to provide “reasonable assurance” that the controls and procedures will meet their objectives. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. In reviewing those disclosures, our management, including our principal executive officers (our Chief Executive Officer and President and our Interim Principal Accounting Officer and our Interim Principal Financial Officer), have concluded that our disclosure controls and procedures are effective at this “reasonable assurance” level.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during our most recently completed fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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Part II - OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS.

Certain legal proceedings in which we are involved are discussed in Note 8 to the consolidated financial statements and Part II, Item I of our Quarterly Report on Form 10-Q for the quarter ended April 30, 2011 and Part I, Item 3 of our Annual Report on Form 10-K for the year ended January 29, 2011. See Note 8 to the condensed consolidated financial statements for a discussion of any recent developments concerning our legal proceedings.

Item 1A. RISK FACTORS.

There were no material changes to the risk factors disclosed in Item 1A of Part I in our Form 10-K for the year ended January 29, 2011.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

On August 18, 2010, our Board of Directors authorized a share repurchase program in the amount of $100.0 million (the "2010 Share Repurchase Program") and on March 3, 2011 authorized a second share repurchase program in the amount of $100.0 million (the "2011 Share Repurchase Program"). Under the programs, we may repurchase shares in the open market at current market prices at the time of purchase or in privately negotiated transactions. The timing and number of shares repurchased under the programs will depend on a variety of factors including price, corporate and regulatory requirements, and other business and market conditions. We may suspend or discontinue the programs at any time, and may thereafter reinstitute purchases, all without prior announcement. During the first quarter of fiscal 2011 the 2010 Share Repurchase Program was completed with the final $10.1 million of availability being used.

The following table provides a month-to-month summary of our share repurchase activity during the Second Quarter 2011.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value (in thousands) of Shares that May Yet Be Purchased Under the Plans or Programs
5/1/11-5/28/11	145,827	$ 52.59	144,685	$ 83,999
5/29/11-7/2/11	251,800	45.62	251,800	72,511
7/3/11-7/30/11	189,500	47.58	189,500	63,494
Total	587,127	$ 47.98	585,985	$ 63,494

Item 6. Exhibits.

The following exhibits are filed with this Quarterly Report on Form 10-Q:

Exhibits:

10.1	Seventh Amendment to Credit Agreement, dated August 16, 2011, by and among The Children's Place Retail Stores, Inc. and The Children's Place Services Company, LLC, as borrowers, The Children's Place (Virginia), LLC, The Children's Place Canada Holdings, Inc. and the childrensplace.com inc., as guarantors, Wells Fargo Bank, National Association (successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent, Collateral Agent, and Swing Line Lender, and Bank of America, N.A., HSBC Bank USA, N.A. and JPMorgan Chase Bank, N.A., as lenders.
31.1	Certificate of Principal Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
31.2	Certificate of Principal Accounting Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
31.3	Certificate of Principal Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
32	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase.
101.LAB*	XBRL Taxonomy Extension Label Linkbase.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase.

* Pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933 or Section 18 of the Securities Exchange Act of 1934 and otherwise are not subject to liability.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE CHILDREN'S PLACE RETAIL STORES, INC.

Date: September 7, 2011

By: /S/ JANE T. ELFERS
JANE T. ELFERS

Chief Executive Officer and President
(A Principal Executive Officer)

Date: September 7, 2011	By:	/S/ BERNARD L. MCCRACKEN BERNARD L. MCCRACKEN *Interim Principal Accounting Officer and Vice President, Corporate Controller* *(A Principal Accounting Officer)*
Date: September 7, 2011	By:	/S/ JOHN E. TAYLOR JOHN E. TAYLOR *Interim Principal Financial Officer, Treasurer and Vice President, Finance* *(A Principal Financial Officer)*

SEVENTH AMENDMENT TO CREDIT AGREEMENT

This Seventh Amendment to Credit Agreement (this "Seventh Amendment") is made as of this 16th day of August, 2011 by and among:

THE CHILDREN'S PLACE RETAIL STORES, INC., a Delaware corporation, for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers party hereto;

the BORROWERS party hereto;

the GUARANTORS party hereto;

the LENDERS party hereto; and

WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent, Collateral Agent, and Swing Line Lender.

BACKGROUND:

Reference is made to that certain Credit Agreement (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement") dated as of July 31, 2008 by and among (i) the Borrowers, (ii) the Guarantors, (iii) the Lenders, and (iv) Wells Fargo Bank, National Association (successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent, Collateral Agent, and Swing Line Lender. The Loan Parties, the Agents, and the Lenders desire to amend certain terms and conditions of the Credit Agreement as set forth herein. Accordingly, it is hereby agreed as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Credit Agreement.

2. Amendments to Article I. The provisions of Article I of the Credit Agreement are hereby amended as follows:

(a) The following definitions set forth in Article I of the Credit Agreement are deleted in their entirety and replaced with the following:

(i) "Applicable Commitment Fee Percentage" means 0.375%.

(ii) "Applicable Margin" means:

From and after the Seventh Amendment Effective Date, the Applicable Margin shall be determined from the following pricing grid based upon the Average Excess Availability as of the Fiscal Quarter ended immediately preceding such Adjustment Date; provided that, if any of the financial statements delivered pursuant to Section 6.01 of this Agreement or any

Borrowing Base Certificate is at any time restated or otherwise revised (including as a result of an audit, but excluding revisions resulting from (i) normal year-end audit adjustments and changes in GAAP or its application to the financial statements delivered pursuant to Section 6.01 of this Agreement or (ii) any other cause other than the correction of an error, omission or misrepresentation of the Loan Parties), or if the information set forth in any such financial statements or any such Borrowing Base Certificate, otherwise proves to be false or incorrect when delivered such that the Applicable Margin would have been higher than was otherwise in effect during any period, without constituting a waiver of any Default or Event of Default arising as a result thereof, interest due under this Agreement shall be immediately recalculated at such higher rate for any applicable periods and shall be due and payable on demand.

Level	Average Excess Availability	LIBOR Margin	Base Rate Margin	Commercial Letter of Credit Fee	Standby Letter of Credit Fee
I	Greater than or equal to 50% multiplied by the Revolving Credit Ceiling	1.75%	0.75%	0.875%	1.25%
II	Less than 50% multiplied by the Revolving Credit Ceiling	2.00%	1.00%	1.00%	1.50%

(iii) "Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of Eligible Credit Card Receivables multiplied by ninety percent (90%);

plus

(b) the retail value of Eligible Inventory, net of Inventory Reserves, multiplied by ninety percent (90%) of the NRLV of Eligible Inventory;

plus

(c) the retail value of Eligible In-Transit Inventory, net of Inventory Reserves, multiplied by ninety percent (90%) of the NRLV of Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (c) exceed 10% of the Revolving Credit Ceiling then in effect at such time;

plus

(d) with respect to any Eligible Letter of Credit, the Cost of the Inventory supported by such Eligible Letter of Credit, net of Inventory Reserves, multiplied by the lesser of (i) 85% of the NRLV of the Inventory supported by such Eligible Letter of Credit, and (ii) eighty five percent (85%);

<u>plus</u>

(e) the lesser of (i) FMV of Eligible Real Estate, net of Realty Reserves, multiplied by fifty percent (50%) and (ii) $15,000,000.00;

<u>minus</u>

(f) the then amount of all Availability Reserves.

(iv) "<u>Cash Dominion Event</u>" means either (i) the occurrence and continuance of any Specified Event of Default, or (ii) the failure of the Borrowers to maintain Excess Availability of at least 12.5% of the Revolving Credit Ceiling, which failure continues for five (5) consecutive Business Days. For purposes of this Agreement, the occurrence of a Cash Dominion Event shall be deemed continuing at the Administrative Agent's option (i) so long as such Specified Event of Default has not been waived, and/or (ii) if the Cash Dominion Event arises as a result of the Borrowers' failure to achieve Excess Availability as required hereunder, until Excess Availability has exceeded 12.5% of the Revolving Credit Ceiling for forty-five (45) consecutive days, in which case a Cash Dominion Event shall no longer be deemed to be continuing for purposes of this Agreement; provided that a Cash Dominion Event shall be deemed continuing (even if a Specified Event of Default is no longer continuing and/or Excess Availability exceeds the required amount for forty-five (45) consecutive days) at all times after a Cash Dominion Event has occurred and been discontinued on three (3) occasions after the Closing Date.

(v) "<u>Letter of Credit Sublimit</u>" means an amount equal to $125,000,000; <u>provided</u> <u>that</u> after giving effect to any Commitment Increase, the Letter of Credit Sublimit shall be increased to $25,000,000 less than the Revolving Credit Ceiling at such time. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; <u>provided</u>, <u>however</u>, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at Lead Borrower's option, less than) the Aggregate Commitments.

(vi) "<u>Maturity Date</u>" means August 16, 2016.

(vii) "<u>Revolving Credit Ceiling</u>" means $150,000,000 as of the Seventh Amendment Effective Date, as such amount may be modified in accordance with the terms of this Agreement.

(b) Clause (a) of the definition of "Eligible In-Transit Inventory" set forth in Article I of the Credit Agreement is deleted in its entirety and replaced with the following:

"**(a) for which full payment has been delivered to the seller of such Inventory and, if requested by the Administrative Agent, evidence of such payment has been received by the Administrative Agent;**"

(c) The following new definitions are inserted in Article I of the Credit Agreement in appropriate alphabetical order:

(i) "<u>Additional Commitment Lender</u>" shall have the meaning provided in Section 2.15(b)(iii).

(ii) "<u>Committed Increase</u>" shall have the meaning provided in Section 2.15(a).

(iii) "<u>Commitment Increases</u>" shall have the meaning provided in Section 2.15(b)(i).

(iv) "<u>Increase Effective Date</u>" shall have the meaning provided in Section 2.15(b)(iv).

(v) "<u>Increased Financial Reporting Event</u>" means if at any time Excess Availability is less than 50% of the Revolving Credit Ceiling at such time.

(vi) "<u>Seventh Amendment Effective Date</u>" means August 16, 2011.

(vii) "<u>Seventh Amendment Fee Letter</u>" means the Fee Letter, dated as of the Seventh Amendment Effective Date, between the Agent and the Borrowers.

(viii) "<u>Uncommitted Increases</u>" shall have the meaning provided in Section 2.15(b)(i).

3. <u>Amendment to Article II</u>. The following new Section 2.15 shall be added to the end of Article II:

"**2.15 <u>Increase in Commitments</u>.**

(a) Committed Increase. Provided that no Default or Event of Default then exists or would arise therefrom, upon notice to the Agent, the Lead Borrower may from time to time, request an increase in the Aggregate Commitments by an amount not exceeding $25,000,000 in the aggregate (the "Committed Increase"); provided that (i) each such Committed Increase shall be in a minimum amount of $5,000,000, (ii) the amount of the Aggregate Commitments, as the same may be increased pursuant to any Committed Increase, shall not exceed $175,000,000 at any

time, and (iii) the Lead Borrower may make a maximum of 3 such requests. Each such Committed Increase shall be effectuated as soon as reasonably practicable after the request of the Lead Borrower therefor and the Agent shall provide the Lead Borrower with written confirmation thereof. Any such Committed Increase shall be provided solely by Wells Fargo (or any permitted assignee of Wells Fargo) (Wells Fargo or any such permitted assignee in such capacity or any Lender increasing its Commitment pursuant to Section 2.15(b) and any Eligible Assignee providing a new Commitment pursuant to Section 2.15(b), an "Increased Lender") and shall otherwise be on the same terms as the existing facility under this Agreement; provided that the upfront fees payable in connection with any such Committed Increase shall be in an amount equal to the upfront fees payable to Wells Fargo under the Seventh Amendment Fee Letter. Upon the effective date of any such Committed Increase (i) the Aggregate Commitments under, and for all purposes of, this Agreement shall be increased by the aggregate amount of such Committed Increase, and (ii) Schedule 2.01 shall be deemed modified, without further action, to reflect the revised Commitments and Applicable Percentages of the Lenders.

(b) Uncommitted Increase.

(i) Request for Increase. Provided that (x) no Default or Event of Default then exists or would arise therefrom, and (y) no additional requests for a Committed Increase are permitted under Section 2.15(a) above, upon notice to the Agent (which shall promptly notify the Lenders), the Lead Borrower may from time to time, request an increase in the Aggregate Commitments by an amount not exceeding $50,000,000 in the aggregate (the "Uncommitted Increase", and, together with all Committed Increases, collectively, the "Commitment Increases"); provided that (i) any such request for an increase shall be in a minimum amount of $10,000,000, (ii) the Lead Borrower may make a maximum of 3 such requests, and (iii) the amount of the Aggregate Commitments, as the same may be increased pursuant to any Commitment Increases, shall not exceed $225,000,000 at any time. At the time of sending such notice, the Lead Borrower (in consultation with the Agent) shall specify the time period within which each Lender is requested to respond to the Agent (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders).

(ii) Lender Elections to Increase. Each Lender shall notify the Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment.

(iii) Notification by Agent; Additional Commitment Lenders. The Agent shall notify the Borrowers and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a

requested increase and subject to the approval of the Agent, the L/C Issuer and the Swing Line Lender (which approvals shall not be unreasonably withheld), to the extent that the existing Lenders decline to increase their Commitments, or decline to increase their Commitments to the amount requested by the Lead Borrower, the Agent, in consultation with the Lead Borrower, will use its reasonable efforts to arrange for other Eligible Assignees to become Lenders (each an "Additional Commitment Lender") hereunder and to issue commitments in an amount equal to the amount of the increase in the Aggregate Commitments requested by the Borrowers and not accepted by the existing Lenders, provided, however, that without the consent of the Agent, at no time shall the Commitment of any Additional Commitment Lender be less than $10,000,000.

(iv) Effective Date and Allocations. If the Aggregate Commitments are increased in accordance with this Section, the Agent, in consultation with the Lead Borrower, shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Agent shall promptly notify the Lead Borrower and the Lenders of the final allocation of such increase and the Increase Effective Date and on the Increase Effective Date (i) the Aggregate Commitments under, and for all purposes of, this Agreement shall be increased by the aggregate amount of such Commitment Increases, and (ii) Schedule 2.01 shall be deemed modified, without further action, to reflect the revised Commitments and Applicable Percentages of the Lenders.

(c) Conditions to Effectiveness of Commitment Increase. As a condition precedent to such Commitment Increase, (i) the Borrowers shall deliver to the Agent a certificate of each Loan Party dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such Commitment Increase, and (B) in the case of the Borrowers, certifying that, before and after giving effect to such Commitment Increase, (1) the representations and warranties contained in Article V and the other Loan Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.15, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01, and (2) no Default or Event of Default exists or would arise therefrom, (ii) the Borrowers, the Agent, and any Additional Commitment Lender shall have executed and delivered a Joinder to the Loan Documents in such form as the Agent shall reasonably require; (iii) the Borrowers shall have paid such fees and other compensation to, in the case of any Committed Increase, Wells Fargo, and in the case

of the Uncommitted Increase, the Additional Commitment Lenders as the Borrowers and such Additional Commitment Lenders shall agree; (iv) the Borrowers shall have paid such arrangement fees to the Agent as the Borrowers and the Agent may agree, including, without limitation, the fees set forth in the Seventh

Amendment Fee Letter; (v) the Borrowers and the Additional Commitment Lender shall have delivered such other instruments, documents and agreements as the Agent may reasonably have requested; and (vi) no Default or Event of Default exists. The Borrowers shall prepay any Committed Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Committed Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Commitments under this Section.

(d) Adjustments Upon Increase. If Committed Loans shall be outstanding immediately after giving effect to an increase pursuant to Section 2.15(a) or 2.15(b), upon the Agent's execution and delivery of written confirmation thereof, each Lender shall be deemed to have sold and assigned to the applicable Increased Lender, without recourse, and each applicable Increased Lender shall be deemed to have purchased and assumed from each Lender the amount of such Lender's outstanding Committed Loans as shall be necessary to result (after giving effect to the assignments of all Lenders) in the Committed Loans made by each Lender and by each Increased Lender being equal to its Applicable Percentage multiplied by the aggregate amount of all Committed Loans outstanding as of such date. At the direction of the Agent, each Increased Lender shall make all payments to the Agent and the Agent shall make such payments to the Lenders as may be necessary to carry the foregoing into effect. The Borrowers hereby agree that any amount that an Increased Lender so pays to another Lender pursuant to Section 2.15(a) or 2.15(b) shall be entitled to all rights of a Lender under this Agreement and such payments to the Lenders shall constitute Committed Loans held by each such Increased Lender under this Agreement and that each such Increased Lender may, to the fullest extent permitted by law, exercise all of its right of payment (including the right of set off) with respect to such amounts as fully as if such Increased Lender had initially advanced to the Borrowers the amount of such payments. In connection with the assignment and acceptance provided in this Section 2.15(d), the assignment of LIBO Rate Loans shall not be treated as a prepayment of such LIBO Rate Loans for purposes of Section 3.05.

(e) <u>Conflicting Provisions</u>. This Section shall supersede any provisions in Sections 2.13 or 10.01 to the contrary."

4. <u>Amendments to Article VI</u>. The provisions of Article VI of the Credit Agreement are hereby amended as follows:

(a) Section 6.01(b) is hereby deleted in its entirety and replaced with the following:

"**(b) as soon as available, but in any event within forty-five (45) days after the end of each Fiscal Quarter of each Fiscal Year of the Lead Borrower (or after the occurrence of an Increased Financial Reporting Event, within thirty (30) days after the end of each Fiscal Month of each Fiscal Year (except with respect to the last Fiscal Month of each Fiscal Quarter, with respect to which the applicable period for delivery shall be forty-five (45) days rather than thirty (30) days), a Consolidated and consolidating balance sheet of the Lead Borrower and its Subsidiaries as at the**

end of such Fiscal Quarter (or Fiscal Month, as applicable), the related Consolidated and consolidating statements of income or operations and Shareholders' Equity and the related Consolidated statement of cash flows (with consolidating reconciliation of cash from the balance sheet to the statement of cash flows that is reasonably acceptable to the Administrative Agent) for such Fiscal Quarter (or Fiscal Month, as applicable), and for the portion of the Fiscal Year then ended, setting forth in each case, but only with respect to the Consolidated statements, in comparative form the figures for (i) such period set forth in the projections delivered pursuant to Section 6.01(c) hereof, (ii) the corresponding Fiscal Quarter (or Fiscal Month, as applicable) of the previous Fiscal Year and (iii) the corresponding portion of the previous Fiscal Year, all in reasonable detail, such Consolidated and (where relevant) consolidating statements to be certified by a Responsible Officer of the Lead Borrower as fairly presenting the financial condition, results of operations and cash flows of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Quarter (or Fiscal Month, as applicable) in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;"

(b) Section 6.02(c) is hereby deleted in its entirety and replaced with the following:

"**(c) on the first Wednesday of each Fiscal Month (or, if such day is not a Business Day, on the next succeeding Business Day), a certificate in the form of Exhibit G (a "Borrowing Base Certificate") showing the Borrowing Base as of the close of business as of the last day of the immediately preceding Fiscal Month, each Borrowing Base Certificate to be certified as complete and correct by a Responsible Officer of the Lead Borrower; provided that (i) if Uncapped Excess Availability at any time is less than 12.5% of the Revolving Credit Ceiling or (ii) an Event of Default has occurred and is continuing, such Borrowing Base Certificate shall be delivered on Wednesday of each week (or, if Wednesday is not a Business Day, on the next succeeding Business Day), as of the close of business on the immediately preceding Saturday;**"

(c) Section 6.10(b) is hereby deleted in its entirety and replaced with the following:

"**(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, commercial finance examinations and other evaluations, including, without limitation, of (i) the Lead Borrower's practices in the computation of the Borrowing Base and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such**

evaluations and appraisals as provided below. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may, in its discretion, undertake one (1) real estate appraisal

and one (1) inventory appraisal and one (1) commercial finance examination each Fiscal Year at the Loan Parties' expense; <u>provided</u> <u>that</u>, in the event that Excess Availability is at any time less than 50% of the Borrowing Base, the Administrative Agent may, in its discretion, undertake an additional inventory appraisal (that is, up to two (2) inventory appraisals in total) and an additional commercial finance examination (that is, up to two (2) commercial finance examinations in total) each Fiscal Year at the Loan Parties' expense; <u>provided</u> <u>further</u> <u>that</u>, in the event that Excess Availability is at any time less than 20% of the Borrowing Base, the Administrative Agent may, in its discretion, undertake up to three (3) inventory appraisals in total and up to three (3) commercial finance examinations in total each Fiscal Year at the Loan Parties' expense. Notwithstanding anything to the contrary contained herein, the Administrative Agent may cause additional inventory appraisals and commercial finance examinations to be undertaken (i) as it in its reasonable discretion deems necessary or appropriate, at its own expense, or (ii) if a Default or Event of Default shall have occurred and be continuing or if required by applicable Law, at the expense of the Loan Parties."

5. <u>Amendment to Article VII</u>. Section 7.17 of the Credit Agreement, "*Capital Expenditure*", is hereby deleted in its entirety and replaced with the following:

"**7.17 <u>Excess Availability</u>. Permit Excess Availability at any time to be less than 10% of the Borrowing Base.**"

6. <u>Amendment to Schedules</u>. Schedule 2.01 attached to the Credit Agreement, "*Commitments and Applicable Percentages*", is hereby deleted in its entirety and replaced with the Schedule 2.01 attached as Exhibit A hereto.

7. <u>Ratification of Loan Documents; Waiver of Claims</u>.

(a) Except as otherwise expressly provided herein, all terms and conditions of the Credit Agreement and the other Loan Documents remain in full force and effect. The Loan Parties hereby ratify, confirm, and reaffirm that all representations and warranties of the Loan Parties contained in the Credit Agreement or any other Loan Document are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date.

(b) Each of the Loan Parties hereby acknowledges and agrees that there is no basis or set of facts on the basis of which any amount (or any portion thereof) owed by the Loan Parties under the Loan Documents could be reduced, offset, waived, or forgiven, by rescission or otherwise; nor is there any claim, counterclaim, offset, or defense (or other right, remedy, or basis having a similar effect) available to the Loan Parties with regard thereto; nor is there any basis on which the terms and conditions of any of the Obligations could be claimed to be other than as stated on the written instruments which evidence such Obligations.

(c) Each of the Loan Parties hereby acknowledges and agrees that it has no offsets, defenses, claims, or counterclaims against the Agents or any Lender, or any of their respective affiliates, predecessors, successors, or assigns, or any of their respective officers, directors, employees, attorneys, or representatives, with respect to the Obligations, or otherwise, and that if any Loan Party now has, or ever did have, any offsets, defenses, claims, or counterclaims against the Agents or any Lender, or their respective affiliates, predecessors, successors, or assigns, or their respective officers, directors, employees, attorneys, or representatives, whether known or unknown, at law or in equity, from the beginning of the world through this date and through the time of execution of this Seventh Amendment, all of them are hereby expressly **WAIVED**, and the each of the Loan Parties hereby **RELEASES** the Agents and each Lender and their respective officers, directors, employees, attorneys, representatives, affiliates, predecessors, successors, and assigns from any liability therefor.

8. <u>Conditions to Effectiveness</u>. This Seventh Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the reasonable satisfaction of the Administrative Agent:

(a) The Administrative Agent shall have received counterparts of this Seventh Amendment duly executed and delivered by each of the parties hereto.

(b) All corporate and shareholder action on the part of the Loan Parties and all consents and approvals necessary for the valid execution, delivery and performance by the Loan Parties of this Seventh Amendment shall have been duly and effectively taken and evidence thereof reasonably satisfactory to the Agent shall have been provided to the Agent.

(c) The Agent shall have received (a) a satisfactory opinion of counsel to the Borrowers and the Guarantors (which shall cover substantially the same opinion covered under the opinion provided in connection with the execution of the Credit Agreement), (b) a certificate of a Responsible Officer of the Lead Borrower evidencing (A) the authority of each Loan Party to enter into this Seventh Amendment, (B) that there has been no event or circumstance since the date of delivery of the most recent Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (C) either that (1) no consents, licenses or approvals are required in connection with the execution, delivery and performance of this Seventh Amendment, or (2) that all such consents, licenses and approvals have been obtained and are in full force and effect and (D) to the Solvency of the Loan Parties on a Consolidated basis as of the Seventh Amendment Effective Date and (c) a Borrowing Base Certificate dated as of the Seventh Amendment Effective Date after giving effect to the Seventh Amendment, in form and substance acceptable to the Agent and attached hereto as Exhibit B.

(d) The Agent shall have received and be satisfied with detailed financial projections and business assumptions for the Borrower and the Loan Parties for the 2012 Fiscal Year, including a balance sheet, consolidated income statement, statement of cash flow, and borrowing base availability analysis.

(e) After giving effect to this Seventh Amendment, no Default or Event of Default shall have occurred and be continuing.

(f) There shall be no material misstatements in the materials furnished by the Loan Parties to the Agent or the Lenders prior to closing of this Seventh Amendment, or in representations or warranties of the Loan Parties made in the Credit Agreement. The Agent shall be satisfied that any financial statements delivered to it fairly present the business and financial condition of the Borrowers and their Subsidiaries, taken as a whole, and that there has been no material adverse change in the assets, business, financial condition or income of the Borrowers and their subsidiaries, taken as a whole, since the date of the most recent Financial Statements delivered to the Agent. The Agent shall be satisfied that any projections delivered to it represent the Borrowers' good faith estimate of their future financial performance and were prepared on the basis of assumptions believed by the Borrowers to be fair and reasonable in light of current business conditions at the time such projections were prepared.

(g) All fees payable to the Agent and the Lenders on or before the Seventh Amendment Effective Date, including, without limitation, those fees payable pursuant to the Seventh Amendment Fee Letter shall have been paid.

(h) The Agent shall have been reimbursed by the Loan Parties for all reasonable costs and expenses of the Agents (including, without limitation, reasonable attorneys' fees) in connection with the preparation, negotiation, execution, and delivery of this Seventh Amendment and related documents. The Loan Parties hereby acknowledge and agree that the Administrative Agent may charge the Loan Account to pay such costs and expenses.

9. Miscellaneous.

(a) This Seventh Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Seventh Amendment by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Seventh Amendment.

(b) This Seventh Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(c) Any determination that any provision of this Seventh Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provisions of this Seventh Amendment.

(d) The Loan Parties represent and warrant that they have consulted with independent legal counsel of their selection in connection with this Seventh Amendment and are not relying on any representations or warranties of the Agents or the Lenders or their counsel in entering into this Seventh Amendment.

(e) THIS SEVENTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have hereunto caused this Seventh Amendment to be executed and their seals to be hereto affixed as of the date first above written.

THE CHILDREN'S PLACE RETAIL STORES, INC., as Lead Borrower and as a Borrower

By: /s/ John E. Taylor
Name: John E. Taylor
Title: Interim Principal Financial Officer, Vice President, Finance and Treasurer

THE CHILDREN'S PLACE SERVICES COMPANY, LLC, as a Borrower

By: /s/ John E. Taylor
Name: John E. Taylor
Title: Vice President, Finance and Treasurer

THE CHILDRENSPLACE.COM, INC., as a Guarantor

By: /s/ John E. Taylor
Name: John E. Taylor
Title: Vice President, Finance and Treasurer

THE CHILDREN'S PLACE (VIRGINIA), LLC, as a Guarantor

By: /s/ John E. Taylor
Name: John E. Taylor
Title: Vice President, Finance and Treasurer

[Signature Page to Seventh Amendment]

THE CHILDREN'S PLACE CANADA HOLDINGS, INC., as a Guarantor

By: /s/ John E. Taylor
Name: John E. Taylor
Title: Vice President, Finance and Treasurer

[Signature Page to Seventh Amendment]

WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent, Collateral Agent, Swing Line Lender and as a Lender

By: ______________________
Name: ______________________
Title: ______________________

[Signature Page to Seventh Amendment]

BANK OF AMERICA, N.A., as a Lender

By: ______________________
Name: ______________________
Title: ______________________

[Signature Page to Seventh Amendment]

HSBC BANK (USA), N.A., as a Lender

By: ______________________
Name: ______________________
Title: ______________________

[Signature Page to Seventh Amendment]

JPMORGAN CHASE BANK, N.A., as a Lender

By: ______________________
Name: ______________________
Title: ______________________

EXHIBIT A

SCHEDULE 2.01

Commitments and Applicable Percentages

Lender		**Commitment**	**Applicable Percentage**
Wells Fargo Bank, National Association	$	53,750,000.00	35.833333333%
Bank of America, N.A.	$	52,500,000.00	35.000000000%
HSBC Bank (USA), N.A.	$	21,875,000.00	14.583333333%
JPMorgan Chase Bank, N.A.	$	21,875,000.00	14.583333333%
TOTAL	**$**	**150,000,000.00**	**100.000000000%**

EXHIBIT B

Seventh Amendment Effective Date Borrowing Base Certificate

EXHIBIT 31.1

Certificate of Principal Executive Officer pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Jane T. Elfers, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Children's Place Retail Stores, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 7, 2011

By: /S/ JANE T. ELFERS
JANE T. ELFERS
Chief Executive Officer and President
(A Principal Executive Officer)

<u>Certificate of Principal Accounting Officer pursuant to</u>
<u>Section 302 of the Sarbanes-Oxley Act of 2002</u>

I, Bernard L. McCracken, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Children's Place Retail Stores, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 7, 2011

By: /S/ BERNARD L. MCCRACKEN
BERNARD L. MCCRACKEN
Interim Principal Accounting Officer and Vice President, Corporate Controller
(A Principal Accounting Officer)

EXHIBIT 31.3

Certificate of Principal Financial Officer pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, John E. Taylor, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Children's Place Retail Stores, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles:

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 7, 2011

By: /S/ JOHN E. TAYLOR
JOHN E. TAYLOR
Interim Principal Financial Officer, Treasurer and Vice President, Finance
(A Principal Financial Officer)

EXHIBIT 32

Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

I, Jane T. Elfers, Chief Executive Officer and President of The Children's Place Retail Stores, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify that to my knowledge:

1. The Quarterly Report of the Company on Form 10-Q for the quarter ended July 30, 2011 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in such quarterly report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 7th day of September, 2011.

By: /S/ JANE T. ELFERS
Chief Executive Officer and President
(A Principal Executive Officer)

I, Bernard L. McCracken, Interim Principal Accounting Officer and Corporate Controller of The Children's Place Retail Stores, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify that to my knowledge:

1. The Quarterly Report of the Company on Form 10-Q for the quarter ended July 30, 2011 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in such quarterly report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 7th day of September, 2011.

By: /S/ BERNARD L. MCCRACKEN
Interim Principal Accounting Officer and Vice President, Corporate Controller
(A Principal Accounting Officer)

I, John E. Taylor, Interim Principal Financial Officer, Treasurer and Vice President, Finance of The Children's Place Retail Stores, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify that to my knowledge:

1. The Quarterly Report of the Company on Form 10-Q for the quarter ended July 30, 2011 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in such quarterly report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 7th day of September, 2011.

By: /S/ JOHN E. TAYLOR
Interim Principal Financial Officer, Treasurer and Vice President, Finance
(A Principal Financial Officer)

This certification accompanies the Quarterly Report on Form 10-Q of The Children's Place Retail Stores, Inc. for the quarter ended July 30, 2011 pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original copy of this written statement required by Section 906 of the Sarbanes Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission and its staff upon request.