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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ANNTAYLOR, INC.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (Delaware)

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America National Trust and Savings Association, as Administrative Agent

Internal Address: _____

Street Address: 1455 Market Street

City: San Francisco State: California ZIP: 94103

Individual(s) citizenship _____

Association _____

General Partnership _____

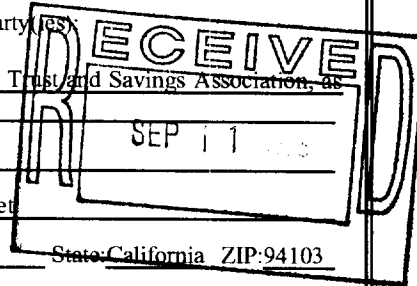
Limited Partnership _____

Corporation-State _____

Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: June 30, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Annex I

B. Trademark Registration No.(s) see attached Annex I

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41): \$765

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond M. Maiello, Esq. [Signature] 9/8/98

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 36

09/16/1998 BNGUYEN 00000243 564390

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
725.00 OP

TRADEMARK
REEL: 1788 FRAME: 0393

Annex I
to
Trademark Security Agreement

Dated as of June 30, 1998

Trademarks and Trademark Applications

See Attached

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
BRAZIL	ACTION Design	04/17/95	818411023			PENDING
BRAZIL	ACTION Design	04/17/95	818410981			PENDING
BRAZIL	ANNTAYLOR.	01/01/93	817167129	11/15/94	817167129	REGISTERED
BRAZIL	ANNTAYLOR.	04/01/93	817167110	01/03/95	817167110	REGISTERED
BRAZIL	ANNTAYLOR.	04/26/95	818421592	07/22/97	818421592	REGISTERED
BRAZIL	ANNTAYLOR.LOFT	04/17/95	818410973	04/08/97	818410973	REGISTERED
BRAZIL	ANNTAYLOR.LOFT	04/17/95	818411058			PENDING
BRAZIL	AT Design	04/17/95	818411040			PENDING
BRAZIL	AT Design	04/26/95	818421525			PUBLISHED
BRAZIL	ATDENIM.	07/23/93	817401970	02/21/95	817401970	REGISTERED
BRAZIL	ATDENIM.	07/23/93	817401989	01/24/95	817401989	REGISTERED
BRAZIL	ATDENIM.(logo)	08/02/93	817414312			PENDING
BRAZIL	ATDENIM.(logo)	02/02/93	817414304	03/01/95	817414304	ALLOWED
BRAZIL	THE SHOE LOFT	04/17/95	818410957	04/08/97	818410957	PUBLISHED
CANADA	ANN TAYLOR	06/13/86	564,390	03/15/91	TMA381,405	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
CANADA	ATDENIM.	08/18/94	762,083	11/03/95	TMA449,642	REGISTERED
CANADA	DESTINATION	11/23/94	769,928	12/13/97	485,449	REGISTERED
CANADA	DESTINATION	07/14/95	2027028			PENDING
HONG KONG	AnnTaylor. (stylized)	06/25/93	93/06448	06/25/93		REGISTERED
INDONESIA	ACTION Design	07/26/95	D95 13160	07/26/95	373512	REGISTERED
INDONESIA	ANN TAYLOR.	07/26/95	D95 13169	07/26/95	359553	REGISTERED
INDONESIA	ANN TAYLOR.	07/26/95	D95 13168	07/26/95	371380	REGISTERED
INDONESIA	ANN TAYLOR.	07/26/95	D95 13167	07/26/95	358746	REGISTERED
INDONESIA	ANN TAYLOR.	07/26/95	D95 13166	07/26/95	373346	REGISTERED
INDONESIA	ANN TAYLOR. LOFT	07/26/95	D95 13165			PENDING
INDONESIA	ANN TAYLOR. LOFT	07/26/95	D95 13164	07/26/95	359552	REGISTERED
INDONESIA	AT Design	07/26/95	D95 13159	07/26/95	359605	REGISTERED
INDONESIA	AT Design	07/26/95	D95 13158	07/26/95	371382	REGISTERED
INDONESIA	DESTINATION	07/26/95	D95 13161	07/26/95	373347	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
JAPAN	AnnTaylor (in Katakana)	02/10/89	15006/198 9	11/30/94	2700332	REGISTERED
JAPAN	AnnTaylor (in katakana)		135858/19 88	03/31/92	2389851	REGISTERED
JAPAN	AnnTaylor (in katakana)	02/10/89	15008/198 9	08/31/92	2,451,514	REGISTERED
JAPAN	AnnTaylor (in katakana)	02/10/89	15002/198 9	07/31/91	2322094	REGISTERED
JAPAN	AnnTaylor (in katakana)	02/10/89	15004/198 9	09/30/92	2461710	REGISTERED
JAPAN	AnnTaylor.	02/10/89	15005/198 9	11/30/94	2700331	REGISTERED
JAPAN	AnnTaylor.		135857/19 88	03/31/92	2,389,850	REGISTERED
JAPAN	AnnTaylor.	02/10/89	15001/198 9	07/31/91	2322093	REGISTERED
JAPAN	AnnTaylor.	02/10/89	15003/198 9	09/30/92	2461709	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
JAPAN	AnnTaylor.	02/10/89	15007/198 9	08/31/92	2,451,513	REGISTERED
JAPAN	AnnTaylor.Loft	11/30/95	124441/19 95	12/28/97	3363470	REGISTERED
MALAYSIA	ANN TAYLOR.	04/24/95	95-03717	04/24/95	3692/95	REGISTERED
MALAYSIA	ANN TAYLOR.	04/21/95	95-03720	04/24/95	95/03720	REGISTERED
MALAYSIA	ANN TAYLOR.	04/21/95	95-03727			PENDING
MALAYSIA	ANN TAYLOR.	04/21/95	95-03723	04/21/95	95/03723	REGISTERED
MALAYSIA	ANN TAYLOR.LOFT	04/21/95	95-03729			PENDING
MALAYSIA	AT & Design	04/21/95	95-03728			PENDING
MALAYSIA	AT & Design	04/21/95	95-03725	04/21/95	95/B03725	REGISTERED
MALAYSIA	DESTINATION	04/21/95	95-03716	04/21/95	95-03716	REGISTERED
MALAYSIA	THE SHOE LOFT	04/21/95	95-03734			PENDING
SINGAPORE	ANN TAYLOR.	04/24/95	3692/95			PENDING
SINGAPORE	ANN TAYLOR.	04/24/95	3693/95			PENDING
SINGAPORE	DESTINATION	04/24/95	3705/95			PENDING

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
SOUTH KO- REA	ANN TAYLOR. (in Korean equivalent)	03/18/94	94-10994	06/30/95	316507	REGISTERED
SOUTH KO- REA	ANN TAYLOR.	07/12/95	95-27183			PENDING
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	07/27/95	95-29096	02/01/97	355502	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	07/27/95	95-29095	12/30/96	350890	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	09/01/95	95-33797	07/26/97	370568	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	09/01/95	95-33799			PENDING
SOUTH KO- REA	ANN TAYLOR. (Korean)	07/27/95	95-29102	08/28/97	316507	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean)	09/01/95	95-33800	07/26/97	370569	REGISTERED
SOUTH KO- REA	AT Design	07/12/95	95-27182	05/29/97	363618	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
SOUTH KO- REA	AT Design	07/12/95	95-27181	05/12/97	361829	REGISTERED
SOUTH KO- REA	DESTINATION	07/27/95	95-29100	12/30/96	350891	REGISTERED
SOUTH KO- REA	THESHOELOFT-Ko- rean equivalent	07/27/95	95-29101	03/26/97	358811	REGISTERED
TAIWAN	ACTION & DESIGN	08/23/95	84042771	09/16/96	728389	REGISTERED
TAIWAN	ACTION & DESIGN	08/23/95	84042770	10/01/96	730376	REGISTERED
TAIWAN	ACTION & DESIGN	08/23/95	84042769	02/01/97	741200	REGISTERED
TAIWAN	ANNTAYLOR.	11/05/90	79/48075	05/01/91	521739	REGISTERED
TAIWAN	ANNTAYLOR.	08/23/95	84042768	10/16/96	732193	REGISTERED
TAIWAN	ANNTAYLOR.	08/23/95	84042767	09/16/96	728388	REGISTERED
TAIWAN	ANNTAYLOR.	08/23/95	84042766	10/16/96	732986	REGISTERED
TAIWAN	ANNTAYLOR.	09/02/95	84044660	10/01/96	729359	REGISTERED
TAIWAN	ANNTAYLOR.LOFT	09/02/95	84044658	10/01/96	730239	REGISTERED
TAIWAN	ANNTAYLOR.LOFT	09/02/95	84044657	10/01/96	730595	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
TAIWAN	At Design	08/23/95	84042763	12/16/96	741200	REGISTERED
TAIWAN	At Design	08/23/95	84042765	09/01/96	726388	REGISTERED
TAIWAN	At Design	08/23/95	84042764	10/01/96	730376	REGISTERED
TAIWAN	DESTINATION	08/23/95	84042762	08/01/96	723171	REGISTERED
UNITED KINGDOM	DESTINATION			07/14/95	2027028	REGISTERED
UNITED STATES	ACTION	11/22/94	74/601,976	04/30/96	1,971,952	REGISTERED
UNITED STATES	ACTION and Design	11/22/94	74/601,939	06/17/97	2,070,976	REGISTERED
UNITED STATES	ACTION and Design	11/22/94	74/601,941	11/07/95	1,933,151	REGISTERED
UNITED STATES	ANN	03/19/98	75/452,766			PENDING
UNITED STATES	ANN TAYLOR	04/08/82	358,888	09/20/83	1,251,717	REGISTERED
UNITED STATES	ANN TAYLOR	09/08/86	73/618,514	06/23/87	1,444,585	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	ANN TAYLOR.	05/11/93	74/389,865	02/28/95	1,881,093	REGISTERED
UNITED STATES	ANN TAYLOR. (stylized letters)	11/25/92	74/334,503	04/19/94	1,832,137	REGISTERED
UNITED STATES	ANN TAYLOR. (block letters)	08/12/92	74/304,110	08/24/93	1,789,470	REGISTERED
UNITED STATES	ANN TAYLOR. (block letters)	11/25/92	74,334,502	07/20/93	1,782,601	REGISTERED
UNITED STATES	ANN TAYLOR (stylized letters)	08/12/92	74/304,143	09/13/94	1,854,221	REGISTERED
UNITED STATES	ANN TAYLOR. (stylized letters)	08/12/92	74/304,125	04/19/94	1,832,503	REGISTERED
UNITED STATES	ANN TAYLOR.	08/17/92	74/305,423	05/11/93	1,770,157	REGISTERED
UNITED STATES	ANN TAYLOR. (stylized letters)	08/02/91	74/190,846	04/20/93	1,766,667	REGISTERED
UNITED STATES	ANN TAYLOR.LOFT	10/13/94	74/585,175	05/13/97	2,061,836	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	ANN TAYLOR.LOFT (Stylized)	03/31/95	74/654,403			OPPOSED
UNITED STATES	AT ANNTAYLOR.DESTI NATION and Design	03/08/94	74/498,425	05/30/95	1,896,635	REGISTERED
UNITED STATES	AT DENIM and De- sign	08/12/92	74/304,146	01/18/94	1,817,468	REGISTERED
UNITED STATES	AT DENIM (Block letters)	08/12/92	74/304,149	03/15/94	1,826,976	REGISTERED
UNITED STATES	AT DESIGN	11/22/94	74/601,974	10/31/95	1,931,594	REGISTERED
UNITED STATES	BOTTLE DESIGN (large)	10/06/94	74/582,777	05/20/97	2,064,171	REGISTERED
UNITED STATES	BOTTLE DESIGN (small)	10/06/94	74/582,776	10/15/96	2,007,457	REGISTERED
UNITED STATES	BOW DESIGN	10/06/94	74/582,782	03/24/98	2,146,793	REGISTERED
UNITED STATES	BOW DESIGN	10/06/94	74/582,786	02/06/96	1,955,444	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	DESTINATION	03/03/93	74/364,546	01/24/95	1,875,773	REGISTERED
UNITED STATES	DESTINATION (stylized letters)	10/06/86	74/582,781	10/31/95	1,931,306	REGISTERED
UNITED STATES	DESTINATION ANN TAYLOR (Block letters)	08/12/92	74/304,147	11/16/93	1,804,908	REGISTERED
UNITED STATES	DESTINATION ANN TAYLOR (stylized letters)	08/12/92	74/304,145	12/14/93	1,811,236	REGISTERED
UNITED STATES	PURE AND SIMPLE	09/17/96	75/167,202			PUBLISHED
UNITED STATES	THE SHOE LOFT	03/31/95	74/654,336	12/05/96	2,013,181	REGISTERED

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as such agreement may be amended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") made as of June 30, 1998, by ANNTAYLOR, INC., a Delaware corporation, with its principal place of business located at 142 West 57th Street, New York, New York 10019 (the "Borrower"), in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION ("Bank of America"), with an office located at 1455 Market Street, San Francisco, California 94103, in its capacity as the Administrative Agent for the Lenders under the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent").

R E C I T A L S:

The Borrower, certain financial institutions currently and in the future to be parties to the Credit Agreement (such financial institutions being collectively, the "Lenders"), the Administrative Agent, BancAmerica Robertson Stephens, as Arranger (in such capacity, the "Arranger"), Citicorp USA and First Union Capital Markets, in their respective capacities as Syndication Agents (in such capacities, the "Syndication Agents"), and Bank of America National Trust and Savings Association, Citibank, N.A. and First Union National Bank, in their respective capacities as Issuing Banks (in such capacities, the "Issuing Banks"), have entered into a certain Credit Agreement, dated as of June 30, 1998 (as such agreement may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for the Lenders to make Loans to the Borrower and for the Issuing Banks to issue Letters of Credit for the account of the Borrower. It is a condition precedent to the making of Loans and the issuance of Letters of Credit under the Credit Agreement that the Borrower shall have executed and delivered this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above premises and in order to induce the Lenders to make Loans and each Issuing Bank to issue Letters of Credit under the Credit Agreement, the Borrower hereby agrees with the Administrative Agent for its benefit, for the benefit of the Lenders, the Issuing Banks, the Arranger and the Syndication Agents, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section references are to sections in this Trademark Security Agreement unless otherwise specified.

(c) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks.

To secure the prompt and complete payment, observance and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Obligations, the Borrower hereby assigns and pledges to the Administrative Agent, and hereby grants to the Administrative Agent for its benefit and the benefit of the Lenders, the Issuing Banks, the Arranger and the Syndication Agents, a security interest in all of the Borrower's right, title and interest in and to the following, whether now-owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "Collateral"):

(a) trademarks, trademark registrations, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Annex I, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether the Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Annex II attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Borrower and now or hereafter covered by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

(c) the goodwill of the Borrower's business connected with and symbolized by the Trademarks;

3. Restrictions on Future Agreements.

The Borrower agrees that until all the Obligations shall have been satisfied in full, no Letters of Credit are outstanding and the Credit Agreement shall have been terminated, the Borrower will not, without the Administrative Agent's prior written consent, abandon any

Trademark, except as would not have a Material Adverse Effect, or enter into any agreement, including, without limitation, any license agreement (other than as necessary to maintain or protect any Trademark), which is inconsistent with the Borrower's obligations under this Trademark Security Agreement, and the Borrower further agrees that it will not take any action, or permit any action to be taken by any other Persons to the extent that such Persons are subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights transferred to the Administrative Agent under this Trademark Security Agreement, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever. Nothing in this Section 3 shall be deemed to prevent the Borrower from engaging in transactions permitted under Section 8.02(a)(iv) or (vi) of the Credit Agreement.

4. New Trademarks.

The Borrower represents and warrants that the Trademarks and Licenses listed on Annexes I and II constitute all of the significant trademarks, applications, trade names, service marks, service mark registrations and trademark registrations now owned and material license agreements entered into by the Borrower. If, before the Obligations shall have been satisfied in full, the commitments of the Lenders to extend credit under the Credit Agreement shall have been terminated, the Letters of Credit shall have expired or terminated and the Credit Agreement shall have been terminated, the Borrower shall, after the date hereof, (i) obtain rights to any new trademarks, trademark registrations, trademark applications, service marks, service mark registrations, or trade names, (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, trademark licenses or trademark license renewals or (iii) enter into any new trademark license agreements, the provisions of paragraph 2 above shall automatically apply thereto, and the Borrower shall give to the Administrative Agent prompt written notice thereof of all new trademark registrations and applications. The Borrower hereby authorizes the Administrative Agent to modify this Trademark Security Agreement by amending Annex I or II to include any future trademarks, trademark applications, trade names, service marks, service mark registrations, trademark registrations or license agreements that are the Trademarks or the Licenses, under paragraph 2 above or under this paragraph 4.

5. Additional Representations and Warranties.

The Borrower hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided or permitted herein or in the Credit Agreement, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks and Licenses shall continue in force. The Trademarks and Licenses are and shall continue to be free from any Lien in favor of a Person except for those Liens permitted by Section 8.02 of the Credit Agreement.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(d) So long as any Obligations remain outstanding under the Credit Agreement, the commitments of the Lenders to extend credit under the Credit Agreement have not been terminated, any Letter of Credit remains outstanding and the Credit Agreement has not terminated, it will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral except as otherwise contemplated or permitted hereby or by the Credit Agreement and the other Loan Documents.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Administrative Agent concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of the Borrower's knowledge and belief following diligent inquiry, no infringement or unauthorized use presently is being made of any of the Trademarks or Licenses which has or may reasonably be expected to have, alone or in the aggregate, a Material Adverse Effect. The Borrower has advised the Administrative Agent of the existence of material restrictions on the use of the Trademark and Licenses as may be contained in the Borrower's franchise agreements and license agreements relating to the use of the Trademarks and Licenses.

(g) The Borrower will not sell, assign or otherwise transfer any of its right, title or interest in any of the Collateral except as permitted by the Credit Agreement and provided that to the extent it sells, assigns or otherwise transfers any of its right, title or interest in any of the Collateral to any Subsidiary Guarantor, such Subsidiary Guarantor shall have (i) entered into a trademark security agreement substantially similar in form and substance to this Agreement and (ii) taken all other actions necessary or desirable to perfect such security interest, including, without limitation, any filings with the United States Patent and Trademark Office, any filings and registrations with the United States Copyright Office and any filings under the Uniform Commercial Code in effect in each relevant jurisdiction.

6. Royalties; Term.

(a) The Borrower hereby agrees that any rights granted hereunder to the Administrative Agent for the benefit of the Administrative Agent, the Lenders, the Issuing Banks, the Arranger and the Syndication Agents with respect to all the Collateral as described above shall be worldwide and without any liability for royalties or other related charges from the Administrative Agent to the Borrower.

(b) The term of the security interest granted herein shall extend until the earlier of (i) the expiration or abandonment of each of the Trademarks and Licenses subject to this Trademark Security Agreement, or (ii) the payment in full of the Obligations, the termination of the commitments of the Lenders to extend credit under the Credit Agreement, the termination or expiration of all Letters of Credit and the termination of the Credit Agreement.

7. The Administrative Agent's Right to Inspect.

Subject to Section 7.06 of the Credit Agreement, the Administrative Agent and the Lenders shall have the right, at any time and from time to time, to inspect the Borrower's premises and to examine the Borrower's books, records and operations, including, without limitation, the Borrower's merchandise quality control processes upon reasonable notice and at such reasonable times and as often as may be reasonably requested. The Borrower agrees (i) not to sell or assign its interest in, or grant any license under, the Collateral without the prior written consent of the Administrative Agent except as otherwise permitted under Sections 8.02 and 8.03 of the Credit Agreement; and (ii) to maintain the quality of any and all merchandise in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise as of the date hereof.

8. Termination of Security Interest.

This Trademark Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations, the termination of the commitments of the Lenders to extend credit under the Credit Agreement, the termination or expiration of all outstanding Letters of Credit and termination of the Credit Agreement, the Administrative Agent shall, at the Borrower's sole cost and expense, execute and deliver to the Borrower all termination statements, releases or other instruments as may be necessary or proper to re-vest in the Borrower (without recourse to or warranty by the Administrative Agent) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto or pursuant to the Credit Agreement.

9. Duties of the Borrower.

The Borrower shall have the duty (i) to prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the obligations shall have been paid in full, (ii) to make applications on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks, trademark registrations, service marks, and service mark registrations, that are part of the Trademarks except, in the case of (i) or (iii), where the failure to do so would not have or be reasonably expected to have a Material Adverse Effect. Any expenses incurred in connection with such applications shall be borne by the Borrower. The Borrower agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. The Borrower shall not abandon any right to file a trademark application in the United States or any pending trademark application in any country without the prior written consent of the Administrative Agent except

as would not have or be reasonably expected to have a Material Adverse Effect. If the Borrower fails to comply with any of the foregoing duties, the Administrative Agent shall have the right (but shall not be obligated) to do so in the Borrower's name to the extent permitted by law, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Administrative Agent in full for all expenses, including the fees and disbursements of counsel incurred by the Administrative Agent in protecting, defending and maintaining the Collateral. In the event that the Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any Lien prohibited hereby, or shall fail to comply with any other duty hereunder, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Borrower, and all monies so paid out shall be Obligations of the Borrower repayable on demand, together with interest at the fluctuating rate applicable to Base Rate Loans under the Credit Agreement.

10. The Administrative Agent's Right to Sue.

From and after the occurrence and during continuance of an Event of Default, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name for its own benefit and for the benefit of the Lenders and the Issuing Banks to enforce the Trademarks and Licenses, and if the Administrative Agent shall commence any such suit, the Borrower shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by Administrative Agent pursuant to the terms of the Credit Agreement.

11. Waivers.

No course of dealing among the Borrower, the Administrative Agent, the Lenders, the Issuing Banks, the Arranger, the Syndication Agents or any of them, and no failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, the Lenders, the Issuing Banks, the Arranger, the Syndication Agents, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof the exercise of any other right, power or privilege.

12. Cumulative Remedies; Power of Attorney; Effect On Other Agreements.

All of the Administrative Agent's rights and remedies with respect to the Collateral, whether established hereby, by the Credit Agreement, by the Collateral Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default and the giving by the Administrative Agent of written notice to the Borrower of the Administrative Agent's intention to enforce its right and claims against the Borrower, the Borrower hereby authorizes the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as the Borrower's true and

lawful attorney-in-fact, with power (but not the obligation) to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Collateral, or (ii) take any other actions with respect to the Collateral as the Administrative Agent deems in the best interest of the Administrative Agent, the Lenders and the Issuing Banks or (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby). The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been paid in full, the commitments of the Lenders to extend credit under the Credit Agreement have been terminated, no Letters of Credit are outstanding and the Credit Agreement has been terminated. The Borrower acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent and the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Administrative Agent, the Lenders, the Issuing Banks, the Arranger and the Syndication Agents shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

13. Binding Effect; Benefits.

This Trademark Security Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, the Issuing Banks, the Arranger and the Syndication Agents. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower.

14. Expenses.

The Borrower shall upon written demand pay to the Administrative Agent the amount of any and all expenses, including the fees and disbursements of its counsel and of any experts and agents, as provided in Section 12.03 of the Credit Agreement.

15. Amendments, Etc.

No amendment or waiver of any provision of this Trademark Security Agreement nor consent to any departure by the Borrower herefrom shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

16. Notices.

All notices and other communications provided for hereunder shall be given in the manner set forth in the Credit Agreement and to the addresses first above written or, as to each party, at such other address as may be designated by such party in a written notice to the other party.

17. Applicable Law; Severability.

This Trademark Security Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of New York. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Trademark Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Trademark Security Agreement.

18. Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY NOTE OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY NOTE OR ANY OF THE OTHER LOAN DOCUMENTS FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS SPECIFIED ON THE FIRST PAGE HEREOF, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF BORROWER, THE ADMINISTRATIVE AGENT, THE ARRANGER, THE SYNDICATION AGENT AND THE LENDERS IRREVOCABLY WAIVES (A) TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND (B) ANY OBJECTION (INCLUDING WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.

19. Waiver of Notice, Hearing and Bond.

THE BORROWER WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE ADMINISTRATIVE AGENT OR THE LENDERS OF ITS RIGHTS, FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL. THE BORROWER WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE ADMINISTRATIVE AGENT OR THE LENDERS IN CONNECTION WITH THE JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH, OR LEVY UPON THE COLLATERAL TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE ADMINISTRATIVE AGENT OR THE LENDER OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER PRELIMINARY OR PERMANENT INJUNCTION, THIS TRADEMARK SECURITY AGREEMENT.

20. Advice of Counsel.

THE BORROWER REPRESENTS TO THE ADMINISTRATIVE AGENT THAT IT HAS DISCUSSED THIS TRADEMARK SECURITY AGREEMENT WITH ITS ATTORNEYS.

21. Governing Provisions.


To the extent any provisions of this Trademark Security Agreement are inconsistent with any provisions in the Borrower Security Agreement, the provisions of this Trademark Security Agreement shall govern.

22. Section Titles.

The section titles herein are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day first above written.

ANNTAYLOR, INC.

By: 
Name: Walter J. Parks
Title: Senior Vice President-
Chief Financial Officer

Attest:

Agreed and accepted to as of
the date first above written:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day first above written.

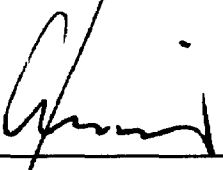
ANNTAYLOR, INC.

By: _____
Name: Walter J. Parks
Title: Senior Vice President-
Chief Financial Officer

Attest:

Agreed and accepted to as of
the date first above written:

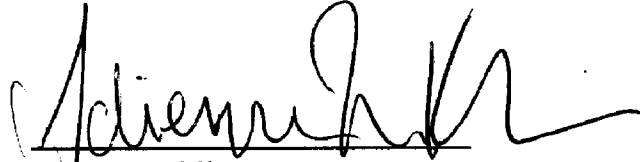
BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Administrative Agent

By: 
Name: DIETMAR SCHIEL
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

The foregoing Trademark Security Agreement was
executed and acknowledged before me this 30 day of JUNE, 1998, by
Walter J. Parks personally known to me to be the SVP-CFO
of AnnTaylor, Inc., a Delaware corporation, on behalf of such corporation.

(SEAL)



Notary Public
New York County, New York
My Commission Expires:

ADRIENNE M. KLEIN
Notary Public, State of New York
No. 01KL5084788
Qualified in New York County
Commission Expires Sept. 5, 1999

TRADEMARK
REEL: 1788 FRAME: 0417

Annex I
to
Trademark Security Agreement

Dated as of June 30, 1998

Trademarks and Trademark Applications

See Attached

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
BRAZIL	ACTION Design	04/17/95	818411023			PENDING
BRAZIL	ACTION Design	04/17/95	818410981			PENDING
BRAZIL	ANN TAYLOR.	01/01/93	817167129	11/15/94	817167129	REGISTERED
BRAZIL	ANN TAYLOR.	04/01/93	817167110	01/03/95	817167110	REGISTERED
BRAZIL	ANN TAYLOR.	04/26/95	818421592	07/22/97	818421592	REGISTERED
BRAZIL	ANN TAYLOR.LOFT	04/17/95	818410973	04/08/97	818410973	REGISTERED
BRAZIL	ANN TAYLOR.LOFT	04/17/95	818411058			PENDING
BRAZIL	AT Design	04/17/95	818411040			PENDING
BRAZIL	AT Design	04/26/95	818421525			PUBLISHED
BRAZIL	ATDENIM.	07/23/93	817401970	02/21/95	817401970	REGISTERED
BRAZIL	ATDENIM.	07/23/93	817401989	01/24/95	817401989	REGISTERED
BRAZIL	ATDENIM.(logo)	08/02/93	817414312			PENDING
BRAZIL	ATDENIM.(logo)	02/02/93	817414304	03/01/95	817414304	ALLOWED
BRAZIL	THE SHOE LOFT	04/17/95	818410957	04/08/97	818410957	PUBLISHED
CANADA	ANN TAYLOR	06/13/86	564,390	03/15/91	TMA381,405	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
CANADA	ATDENIM.	08/18/94	762,083	11/03/95	TMA449,642	REGISTERED
CANADA	DESTINATION	11/23/94	769,928	12/13/97	485,449	REGISTERED
CANADA	DESTINATION	07/14/95	2027028			PENDING
HONG KONG	AnnTaylor. (stylized)	06/25/93	93/06448	06/25/93		REGISTERED
INDONESIA	ACTION Design	07/26/95	D95 13160	07/26/95	373512	REGISTERED
INDONESIA	ANNTAYLOR.	07/26/95	D95 13169	07/26/95	359553	REGISTERED
INDONESIA	ANNTAYLOR.	07/26/95	D95 13168	07/26/95	371380	REGISTERED
INDONESIA	ANNTAYLOR.	07/26/95	D95 13167	07/26/95	358746	REGISTERED
INDONESIA	ANNTAYLOR.	07/26/95	D95 13166	07/26/95	373346	REGISTERED
INDONESIA	ANNTAYLOR.LOFT	07/26/95	D95 13165			PENDING
INDONESIA	ANNTAYLOR.LOFT	07/26/95	D95 13164	07/26/95	359552	REGISTERED
INDONESIA	AT Design	07/26/95	D95 13159	07/26/95	359605	REGISTERED
INDONESIA	AT Design	07/26/95	D95 13158	07/26/95	371382	REGISTERED
INDONESIA	DESTINATION	07/26/95	D95 13161	07/26/95	373347	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
JAPAN	AnnTaylor (in Katakana)	02/10/89	15006/198 9	11/30/94	2700332	REGISTERED
JAPAN	AnnTaylor (in katakana)		135858/19 88	03/31/92	2389851	REGISTERED
JAPAN	AnnTaylor (in katakana)	02/10/89	15008/198 9	08/31/92	2,451,514	REGISTERED
JAPAN	AnnTaylor (in katakana)	02/10/89	15002/198 9	07/31/91	2322094	REGISTERED
JAPAN	AnnTaylor (in katakana)	02/10/89	15004/198 9	09/30/92	2461710	REGISTERED
JAPAN	AnnTaylor.	02/10/89	15005/198 9	11/30/94	2700331	REGISTERED
JAPAN	AnnTaylor.		135857/19 88	03/31/92	2,389,850	REGISTERED
JAPAN	AnnTaylor.	02/10/89	15001/198 9	07/31/91	2322093	REGISTERED
JAPAN	AnnTaylor.	02/10/89	15003/198 9	09/30/92	2461709	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
JAPAN	AnnTaylor.	02/10/89	15007/198 9	08/31/92	2,451,513	REGISTERED
JAPAN	AnnTaylor.Loft	11/30/95	124441/19 95	12/28/97	3363470	REGISTERED
MALAYSIA	ANNTAYLOR.	04/24/95	95-03717	04/24/95	3692/95	REGISTERED
MALAYSIA	ANNTAYLOR.	04/21/95	95-03720	04/24/95	95/03720	REGISTERED
MALAYSIA	ANNTAYLOR.	04/21/95	95-03727			PENDING
MALAYSIA	ANNTAYLOR.	04/21/95	95-03723	04/21/95	95/03723	REGISTERED
MALAYSIA	ANNTAYLOR.LOFT	04/21/95	95-03729			PENDING
MALAYSIA	AT & Design	04/21/95	95-03728			PENDING
MALAYSIA	AT & Design	04/21/95	95-03725	04/21/95	95/B03725	REGISTERED
MALAYSIA	DESTINATION	04/21/95	95-03716	04/21/95	95-03716	REGISTERED
MALAYSIA	THE SHOE LOFT	04/21/95	95-03734			PENDING
SINGAPORE	ANNTAYLOR.	04/24/95	3692/95			PENDING
SINGAPORE	ANNTAYLOR.	04/24/95	3693/95			PENDING
SINGAPORE	DESTINATION	04/24/95	3705/95			PENDING

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
SOUTH KO- REA	ANN TAYLOR. (in Korean equivalent)	03/18/94	94-10994	06/30/95	316507	REGISTERED
SOUTH KO- REA	ANN TAYLOR.	07/12/95	95-27183			PENDING
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	07/27/95	95-29096	02/01/97	355502	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	07/27/95	95-29095	12/30/96	350890	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	09/01/95	95-33797	07/26/97	370568	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean equivalent)	09/01/95	95-33799			PENDING
SOUTH KO- REA	ANN TAYLOR. (Korean)	07/27/95	95-29102	08/28/97	316507	REGISTERED
SOUTH KO- REA	ANN TAYLOR. (Korean)	09/01/95	95-33800	07/26/97	370569	REGISTERED
SOUTH KO- REA	AT Design	07/12/95	95-27182	05/29/97	363618	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
SOUTH KO- REA	AT Design	07/12/95	95-27181	05/12/97	361829	REGISTERED
SOUTH KO- REA	DESTINATION	07/27/95	95-29100	12/30/96	350891	REGISTERED
SOUTH KO- REA	THESHOELOFT-Ko- rean equivalent	07/27/95	95-29101	03/26/97	358811	REGISTERED
TAIWAN	ACTION & DESIGN	08/23/95	84042771	09/16/96	728389	REGISTERED
TAIWAN	ACTION & DESIGN	08/23/95	84042770	10/01/96	730376	REGISTERED
TAIWAN	ACTION & DESIGN	08/23/95	84042769	02/01/97	741200	REGISTERED
TAIWAN	ANNTAYLOR.	11/05/90	79/48075	05/01/91	521739	REGISTERED
TAIWAN	ANNTAYLOR.	08/23/95	84042768	10/16/96	732193	REGISTERED
TAIWAN	ANNTAYLOR.	08/23/95	84042767	09/16/96	728388	REGISTERED
TAIWAN	ANNTAYLOR.	08/23/95	84042766	10/16/96	732986	REGISTERED
TAIWAN	ANNTAYLOR.	09/02/95	84044660	10/01/96	729359	REGISTERED
TAIWAN	ANNTAYLOR.LOFT	09/02/95	84044658	10/01/96	730239	REGISTERED
TAIWAN	ANNTAYLOR.LOFT	09/02/95	84044657	10/01/96	730595	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
TAIWAN	At Design	08/23/95	84042763	12/16/96	741200	REGISTERED
TAIWAN	At Design	08/23/95	84042765	09/01/96	726388	REGISTERED
TAIWAN	At Design	08/23/95	84042764	10/01/96	730376	REGISTERED
TAIWAN	DESTINATION	08/23/95	84042762	08/01/96	723171	REGISTERED
UNITED KINGDOM	DESTINATION			07/14/95	2027028	REGISTERED
UNITED STATES	ACTION	11/22/94	74/601,976	04/30/96	1,971,952	REGISTERED
UNITED STATES	ACTION and Design	11/22/94	74/601,939	06/17/97	2,070,976	REGISTERED
UNITED STATES	ACTION and Design	11/22/94	74/601,941	11/07/95	1,933,151	REGISTERED
UNITED STATES	ANN	03/19/98	75/452,766			PENDING
UNITED STATES	ANN TAYLOR	04/08/82	358,888	09/20/83	1,251,717	REGISTERED
UNITED STATES	ANN TAYLOR	09/08/86	73/618,514	06/23/87	1,444,585	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	ANN TAYLOR.	05/11/93	74/389,865	02/28/95	1,881,093	REGISTERED
UNITED STATES	ANN TAYLOR. (stylized letters)	11/25/92	74/334,503	04/19/94	1,832,137	REGISTERED
UNITED STATES	ANN TAYLOR. (block letters)	08/12/92	74/304,110	08/24/93	1,789,470	REGISTERED
UNITED STATES	ANN TAYLOR. (block letters)	11/25/92	74,334,502	07/20/93	1,782,601	REGISTERED
UNITED STATES	ANN TAYLOR (stylized letters)	08/12/92	74/304,143	09/13/94	1,854,221	REGISTERED
UNITED STATES	ANN TAYLOR. (stylized letters)	08/12/92	74/304,125	04/19/94	1,832,503	REGISTERED
UNITED STATES	ANN TAYLOR.	08/17/92	74/305,423	05/1/93	1,770,157	REGISTERED
UNITED STATES	ANN TAYLOR. (stylized letters)	08/02/91	74/190,846	04/20/93	1,766,667	REGISTERED
UNITED STATES	ANN TAYLOR.LOFT	10/13/94	74/585,175	05/13/97	2,061,836	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	ANN TAYLOR.LOFT (Stylized)	03/31/95	74/654,403			OPPOSED
UNITED STATES	AT ANNTAYLOR.DESTI NATION and Design	03/08/94	74/498,425	05/30/95	1,896,635	REGISTERED
UNITED STATES	AT DENIM and De- sign	08/12/92	74/304,146	01/18/94	1,817,468	REGISTERED
UNITED STATES	AT DENIM (Block letters)	08/12/92	74/304,149	03/15/94	1,826,976	REGISTERED
UNITED STATES	AT DESIGN	11/22/94	74/601,974	10/31/95	1,931,594	REGISTERED
UNITED STATES	BOTTLE DESIGN (large)	10/06/94	74/582,777	05/20/97	2,064,171	REGISTERED
UNITED STATES	BOTTLE DESIGN (small)	10/06/94	74/582,776	10/15/96	2,007,457	REGISTERED
UNITED STATES	BOW DESIGN	10/06/94	74/582,782	03/24/98	2,146,793	REGISTERED
UNITED STATES	BOW DESIGN	10/06/94	74/582,786	02/06/96	1,955,444	REGISTERED

COUNTRY	MARK	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	DESTINATION	03/03/93	74/364,546	01/24/95	1,875,773	REGISTERED
UNITED STATES	DESTINATION (stylized letters)	10/06/86	74/582,781	10/31/95	1,931,306	REGISTERED
UNITED STATES	DESTINATION ANN TAYLOR (Block letters)	08/12/92	74/304,147	11/16/93	1,804,908	REGISTERED
UNITED STATES	DESTINATION ANN TAYLOR (stylized letters)	08/12/92	74/304,145	12/14/93	1,811,236	REGISTERED
UNITED STATES	PURE AND SIMPLE	09/17/96	75/167,202			PUBLISHED
UNITED STATES	THE SHOE LOFT	03/31/95	74/654,336	12/05/96	2,013,181	REGISTERED