

12/31/03



01-06-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
ANSCO, 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, N.A.**
Internal Attn: **Business Credit - Acct. Exec. and Legal Dept.**
Address: _____

Street Address: **335 Madison Avenue**
City: **New York** State: **NY** Zip: **10017**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **national association**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations 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: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) **2,146,793**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Gina Lucas**
 Internal Address: **McGuireWoods LLP**
Suite 2900

 Street Address: **100 N. Tryon St.**

 City: **Charlotte** State: **NC** Zip: **28202**

6. Total number of applications and registrations involved: **25**

7. Total fee (37 CFR 3.41).....\$ **640.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Gina Lucas *Gina Lucas* **12-10-03**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **10**

01/05/2004 ECOOPER 00000070 2146793
01 FC:0521 40.00 OP
02 FC:0522 600.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Trademarks

ANN	US	2,358,748 (75-979,311)	06/13/2000 (03/19/1998)	Annco, Inc.	Registered Name change from Anntaylor, Inc. not recorded
ANN TAYLOR	US	1,444,585 (73-618,514)	06/23/1987 (09/08/1986)	Annco, Inc.	Registered
ANN TAYLOR LOFT	US	(78-260,311)	(06/10/2003)	Annco, Inc.	Pending
ANNTAYLOR LOFT	US	2,704,411 (76-417,981)	04/08/2003 (06/05/2002)	Annco, Inc.	Registered
ANNTAYLOR.	US	1,881,093 (74-389,865)	02/28/1995 (05/11/1993)	Annco, Inc.	Registered
ANNTAYLOR.	US	1,782,601 (74-334,502)	07/20/1993 (11/25/1992)	Annco, Inc.	Registered
ANNTAYLOR.	US	(76-413,638)	(05/30/2002)	Annco, Inc.	Pending
ANNTAYLOR.	US	1,789,470 (74-304,110)	08/24/1993 (08/12/1992)	Annco, Inc.	Registered
ANNTAYLOR. Stylized letters	US	1,832,137 (74-334,503)	04/19/1994 (11/25/1992)	Annco, Inc.	Registered
ANNTAYLOR. Stylized letters	US	1,832,503 (74-304,125)	04/19/1994 (08/12/1992)	Annco, Inc.	Registered
ANNTAYLOR. LOFT stylized letters	US	2,334,051 (74-654,403)	03/28/2000 (03/31/1995)	Annco, Inc.	Registered
ANNTAYLOR. LOFT stylized letters	US	2,061,836 (74-585,175)	05/13/1997 (10/13/1994)	Annco, Inc.	Registered
AT STUDIO	US	(78-309,343)	(10/03/2003)	Annco, Inc.	Pending Too recent to confirm
ATL	US	(78-309,322))	(10/03/2003)	Annco, Inc.	Pending Too recent to confirm

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Trademark Security Agreement

TRADEMARK
REEL: 002895 FRAME: 0309

Design only	US	2,146,793 (74-582,782)	03/24/1998 (10/06/1994)	Annco, Inc.	Registered
Design only	US	2,007,457 (74-582,776)	10/15/1996 (10/06/1994)	Annco, Inc.	Registered
DESTINATION	US	1,875,773 (74-364,546)	01/24/1995 (03/04/1993)	Annco, Inc.	Registered
DESTINATION stylized letters	US	1,931,306 (74-582,781)	10/31/1995 (10/06/1994)	Annco, Inc.	Registered
PURE AND SIMPLE	US	2,173,679 (75-167,202)	07/14/1998 (09/17/1996)	Annco, Inc.	Registered
THE GIFTS OF ANN	US	(78-190,709)	(12/03/2002)	Annco, Inc.	Pending
ACTION and design	US	2,070,976 (74-601,939)	06/17/1997 (11/22/1994)	Annco, Inc.	Registered Not disclosed on provided schedule
ANNTAYLOR. Stylized letters	US	1,766,667 (74-190,846)	04/20/1993 (08/02/1991)	Annco, Inc.	Registered Not disclosed on provided schedule
ANN TAYLOR	US	1,251,717 (73-358,887)	09/20/1983 (04/08/1982)	Annco, Inc.	Registered Not disclosed on provided schedule
DESIGN ONLY	US	2,064,171 (74-582,777)	05/20/1997 (10/06/1994)	Annco, Inc.	Registered Not disclosed on provided schedule
ANNTAYLOR. Stylized letters	US	1,770,157 (74-305,423)	05/11/1993 (08/17/1992)	Annco, Inc.	Registered Not disclosed on provided schedule

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2003 (this "Agreement"), is made by ANNCO, INC., a Delaware corporation ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent for each of the Lenders now or hereafter party to the Credit Agreement (the "Agent").

WITNESSETH:

WHEREAS, ANNTAYLOR, INC., a Delaware corporation ("ATI"), the Agent, the lenders referred to therein, the syndication agents named therein, and the issuing banks named therein have entered into that certain \$150,000,000 Credit Agreement dated June 30, 1998 (as amended, the "Original Credit Agreement"), as amended and restated pursuant to the terms of that certain \$175,000,000 Amended and Restated Credit Agreement dated April 30, 2001 (as amended, the "Restated Credit Agreement"); and

WHEREAS, at the Borrowers' request, Lenders, the Agent, and Banc of America Securities LLC, as Lead Arranger (in such capacity, the "Arranger") have agreed to amend and restate the Restated Credit Agreement in its entirety as of the date hereof (as so amended and restated and as such agreement may be further amended, supplemented, modified, or amended and restated from time to time, the "Credit Agreement"); and

WHEREAS, the Parent is the parent of each of ATI, ANNCO, ATDS and ATR and has and will materially benefit from the Loans made or to be made and the Letters of Credit issued or to be issued under the Credit Agreement, and in connection therewith and pursuant to the terms of the Credit Agreement, the Parent simultaneously herewith has entered into that certain Second Amended and Restated ATSC Guaranty and is required to execute and deliver this Agreement; and

WHEREAS, each of ANNCO, ATDS and ATR is, directly or indirectly, a wholly owned Subsidiary of ATI and has and will materially benefit from the Loans and Advances made and to be made, and the Letters of Credit issued and to be issued, under the Credit Agreement; and

WHEREAS, the Parent and the Agent have entered into that certain ATSC Pledge Agreement dated June 30, 1998 (as amended, the "Original ATSC Pledge Agreement"), pursuant to which the Parent has granted a security interest in certain personal property and assets as collateral security for the payment and performance of ATI's obligations under the Original Credit Agreement, as amended and restated pursuant to the terms that certain Amended and Restated ATSC Security and Pledge Agreement dated April 30, 2001 (as amended, the "Restated ATSC Pledge Agreement"); and

WHEREAS, (i) ATDS and the Agent have entered into that certain Subsidiary Guaranty and Collateral Agreement dated June 30, 1998 (as amended, the "Original Subsidiary Guaranty") and (ii) ATR and ANNCO have entered into an Assignment and Assumption Agreement dated as of February 29, 2000 (the "Assumption Agreement" and, together with the

Original Subsidiary Guaranty, the "Original Agreements"), in each case, as amended and restated pursuant to the terms of that certain Amended and Restated Subsidiary Guaranty and Collateral Agreement dated April 30, 2001 (as amended, the "Restated Subsidiary Guaranty"); and

WHEREAS, as collateral security for payment and performance by each Grantor of its Obligations, each Grantor is willing to continue, amend and grant to the Lender, as the case may be, a security interest in certain of its personal property and assets pursuant to the terms of this Agreement, including, without limitation, the Collateral referred to in Section 2 below; and;

NOW, THEREFORE, in consideration of the above premises and in order to induce the Lenders and each Issuing Bank to amend and restate the Restated Credit Agreement and continue to, respectively, make Loans and issue Letters of Credit under the Credit Agreement, Grantor hereby agrees with the Agent for its benefit, and for the benefit of the Lenders and the Issuing Banks, by acceptance hereof, as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined In this Agreement have the meanings given to them in the Security Agreement, Credit Agreement or in Annex A to the Credit Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security. As security for all Obligations, Grantor hereby pledges, assigns, charges, mortgages, delivers, transfers and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against, all of the following property and assets of such Grantor, whether now owned or existing or hereafter acquired or arising, regardless of where located (the "Collateral");

(a) all of each Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark and service mark registration and application for registration identified in Schedule A attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each trademark and service mark (collectively, the "Trademarks"); and

(b) any and all Proceeds of the foregoing.

3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

ANNCO, INC.

("Grantor")

By: _____

Name: James M. Smith

Title: Chief Financial Officer

Address for notices to Grantor:

Annco, Inc.
c/o AnnTaylor, Inc.
1372 Broadway
New York, New York 10018
Attention: Senior Vice President and
General Counsel
Telephone: (212) 536-4253
Facsimile: (212) 536-4412

With copies to:

Annco, Inc.
c/o AnnTaylor, Inc.
414 Chapel Street
New Haven, CT 06511
Attention: Vice President and Controller
Telephone: (203) 865-0811
Facsimile: (203) 865-2756

and:

Annco, Inc.
c/o Ann Taylor, Inc.
142 W. 57th Street
New York, New York 10019
Attention: Senior Vice President – Chief
Financial Officer

BANK OF AMERICA, N.A.,

as Agent

("Agent")

By: _____

Name:

Title:

Address for notices to Agent:

Bank of America, N.A.
335 Madison Avenue
New York, New York 10017
Attention: Business Credit – Account
Executive and Legal
Department
Telephone: (212) 503-7623
Facsimile: (212) 503-7350

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

ANNCO, INC.
("Grantor")

By: _____
Name:
Title:

Address for notices to Grantor:

Ancco, Inc.
c/o AnnTaylor, Inc.
1372 Broadway
New York, New York 10018
Attention: Senior Vice President and
General Counsel
Telephone: (212) 536-4253
Facsimile: (212) 536-4412

With copies to:

Ancco, Inc.
c/o AnnTaylor, Inc.
414 Chapel Street
New Haven, CT 06511
Attention: Vice President and Controller
Telephone: (203) 865-0811
Facsimile: (203) 865-2756

and:

Ancco, Inc.
c/o Ann Taylor, Inc.
142 W. 57th Street
New York, New York 10019
Attention: Senior Vice President – Chief
Financial Officer

BANK OF AMERICA, N.A.,
as Agent
("Agent")

By: _____
Name: Jang S. Kim
Title: Vice President

Address for notices to Agent:

Bank of America, N.A.
335 Madison Avenue
New York, New York 10017
Attention: Business Credit – Account
Executive and Legal
Department
Telephone: (212) 503-7623
Facsimile: (212) 503-7350

STATE OF New York
COUNTY OF New York

I, Virginia Diaz, a Notary Public for said County and State, do hereby
certify that James M. Smith personally came before me this day and
acknowledged that (s)he is Chief Financial Officer of ANNCO, INC., a
Delaware corp. and acknowledged, on behalf of
ANNCO, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13th day of November, 2003.

(Official Seal)

Virginia Diaz

Notary Public

My Commission expires _____

VIRGINIA DIAZ
Notary Public, State of New York
No. 01DI6032090
Qualified in Nassau County
Commission Expires: October 18, 2005

STATE OF NEW YORK
COUNTY OF KINGS

I, Hannelore-Gabriela Braunstein, a Notary Public for said County and State, do hereby certify that Jang S. Kim personally came before me this day and acknowledged that ~~she~~ he is Vice President of Bank of America, N.A., a national association, and acknowledged, on behalf of Bank of America, N.A., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14TH day of NOVEMBER, 2003

(Official Seal)

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01BR6060756
Qualified in Kings County
Commission Expires July 2, 20 07
My Commission expires 7/02/07

Hannelore-Gabriela Braunstein
Notary Public

WFIN184145

Trademark Security Agreement

RECORDED: 12/31/2003

TRADEMARK
REEL: 002895 | FRAME: 0317