01-06-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102904602

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1-6-05

1. Name of conveying party(ies):
MAURICES INCORPORATED

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship
- ☑ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other - National Bank

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: 1/03/2005

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

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE I.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE I.

Additional number(s) attached ☑ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41)... 365.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Angela Cioffi — Name of Person Signing
Angela Cioffi — Signature
1/05/2005 — Date

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

01/07/2005 DBYRNE 00000079 1061028
01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

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

Schedule I
Trademarks

Mark	Owner	Reg. No.	Expiration Date
The Closet	Maurices Incorporated	1,061,028	March 8, 2007
Maurices	Maurices Incorporated	1,095,513	July 4, 2008
Nail-Net	Maurices Incorporated	1,331,572	April 23, 2005
J P Petites	Maurices Incorporated	1,405,047	August 12, 2006
First Concepts	Maurices Incorporated	1,464,051	November 3, 2007
W.O.R.D.S.	Maurices Incorporated	1,497,819	July 26, 2008
Dweebie	Maurices Incorporated	1,554,829	September 5, 2009
The Men's Company	Maurices Incorporated	1,829,043	March 29, 2014
Timbuktu Station	Maurices Incorporated	1,973,858	May 14, 2006
Juncture	Maurices Incorporated	2,428,862	February 13, 2011
A Fortiori	Maurices Incorporated	2,428,863	February 13, 2011
Opulescents	Maurices Incorporated	2,184,995	August 25, 2008
Studio Y	Maurices Incorporated	2,466,324	July 3, 2011
Tangents	Maurices Incorporated	2,443,524	April 10, 2011

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 3, 2005, among THE DRESS BARN, INC. (the "Borrower"), the subsidiaries of the Borrower identified herein on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of January 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and JPMCB, as administrative agent, and (b) the Guarantee and Collateral Agreement dated as of January 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement, including the preamble and introductory paragraph hereto, and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the goodwill associated with or symbolized by the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. This Agreement shall terminate in accordance with the Collateral Agreement.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

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

THE DRESS BARN, INC.,

By: _____
Name: Armand Correia
Title: Senior Vice President

D.B.R., INC.,

By: _____
Name: Armand Correia
Title: Senior Vice President

DBX, INC.,

By: _____
Name: Armand Correia
Title: Senior Vice President

DRESS BARN CREDIT MANAGEMENT, LLC,

By: THE DRESS BARN, INC., its sole member

By: _____
Name: Armand Correia
Title: Senior Vice President

MAURICES INCORPORATED,

By: _____
Name: Armand Correia
Title: Senior Vice President

THE MEN'S COMPANY, INC.

By: _____

Name: Armand Correia
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

By: _____

Name:
Title:

THE MEN'S COMPANY, INC.,

By: _____

Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

By: _____

Name: Thomas H. Kozlark
Title: Vice President

[12462633]

Schedule I

Subsidiary Parties

D.B.R., Inc., a Delaware corporation
DBX, Inc., a New York corporation
Dress Barn Credit Management, LLC, a Virginia limited liability company
Maurices Incorporated, a Delaware corporation
The Men's Company, Inc., a Delaware corporation

Schedule II

Mark	Owner	Reg. No.	Expiration Date
Dress Barn	D.B.R., Inc.	1,323,805	March 5, 2005
Princeton Club	D.B.R., Inc.	1,333,327	April 30, 2005
Lee David Ltd.	D.B.R., Inc.	1,334,403	May 7, 2005
Westport, Ltd.	D.B.R., Inc.	1,355,463	August 20, 2005
SBX	D.B.R., Inc.	1,802,493	November 2, 2013
DB& Design (Chop)	D.B.R., Inc.	2,680,798	January 28, 2013
dressbarn (stylized)	D.B.R., Inc.	2,785,570	November 25, 2013
Dress Barn Woman/Misses	D.B.R., Inc.	2,802,144	January 16, 2014
dressbarn Collection	D.B.R., Inc.	available for use without registration	
The most important lesson I ever learned is how to be myself	D.B.R., Inc.	Serial No. 78/258,358 Allowed	
The lifestyle that fits	D.B.R., Inc.	Serial No. 78/258,360 Allowed	
Dress Barn (European Union)	Dress Barn, Inc.	000860163	June 24, 2008
Dress Barn (Japan)	Dress Barn, Inc.	4,370,217	May 24, 2010
Dress Barn (Mexico)	Dress Barn, Inc.	619277	September 30, 2007
Dress Barn (Mexico)	Dress Barn, Inc.	626605	September 30, 2007
The Closet	Maurices Incorporated	1,061,028	March 8, 2007
Maurices	Maurices Incorporated	1,095,513	July 4, 2008
Nail-Net	Maurices Incorporated	1,331,572	April 23, 2005
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W.O.R.D.S.	Maurices Incorporated	1,497,819	July 26, 2008
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Juncture	Maurices Incorporated	2,428,862	February 13, 2011
A Fortiori	Maurices Incorporated	2,428,863	February 13, 2011
Opulescents	Maurices Incorporated	2,184,995	August 25, 2008
Studio Y	Maurices Incorporated	2,466,324	July 3, 2011
Tangents	Maurices Incorporated	2,443,524	April 10, 2011
Fluid (Korea)	Maurices Incorporated	336,848	
Fluid (Taiwan)	Maurices Incorporated	684,963	