

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lane Bryant Purchasing Corp.		10/11/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Agent
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2952788	ACTIVE ATTITUDE
Registration Number:	3143803	BRA6
Registration Number:	1566672	CACIQUE
Registration Number:	2613254	CACIQUE
Registration Number:	3032696	CACIQUE
Registration Number:	3096181	CACIQUE BODY
Registration Number:	2668975	ELEMENTAL STRETCH
Registration Number:	2589372	FLAUNT
Registration Number:	2355903	IRIDESCENCE
Registration Number:	0829133	L.B.T.'S
Registration Number:	0633237	LANE BRYANT
Registration Number:	1293460	LANE BRYANT
Registration Number:	1363867	LANE BRYANT
Registration Number:	2110802	LANE BRYANT

OP \$1040.00 2952788

Registration Number:	2363341	LANE BRYANT
Registration Number:	2839854	LANE BRYANT
Registration Number:	2053467	LANE BRYANT - WHAT REAL WOMEN WEAR
Registration Number:	1105173	LASTINGCOMFORT
Registration Number:	1342838	LASTING COMFORT
Registration Number:	1384441	LASTING COMFORT
Registration Number:	1642148	LASTING COMFORT
Registration Number:	2677662	ME@LB
Registration Number:	2621669	MICRO LITE
Registration Number:	2595460	SENSUAL CURVES
Registration Number:	2157913	SHEERWEAR
Registration Number:	2451419	SMOOTH PERFORMANCE
Registration Number:	2615932	SMOOTH PERFORMANCE
Registration Number:	2915779	STYLE PASS
Registration Number:	2949319	STYLE POINTS
Registration Number:	2835285	THROW THE WORLD A CURVE
Registration Number:	2868786	ULTRA CURVES
Registration Number:	2109227	VENEZIA
Registration Number:	2886146	VENEZIA
Registration Number:	2324848	VENEZIA JEANS CLOTHING CO.
Registration Number:	2403761	VENEZIA JEANS CLOTHING CO. VJ
Registration Number:	2625568	VENEZIA JEANS CLOTHING CO. VJ
Registration Number:	2375554	VENEZIA LEATHERS
Registration Number:	2960504	VENEZIA SPORT
Registration Number:	3133530	VENEZIA SUPREME
Registration Number:	2335104	VENEZIA SWIM
Registration Number:	2346403	VS VENEZIA SPORT

CORRESPONDENCE DATA

Fax Number: (917)368-7111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-661-9100 x890
Email: hlinehan@oshr.com
Correspondent Name: Helen M. Linehan
Address Line 1: 230 Park Avenue
Address Line 2: Otterbourg, Steindler, Houston & Rosen
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Helen M. Linehan
Signature:	/Helen M. Linehan/
Date:	02/23/2007

Total Attachments: 23

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EXHIBIT A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Registration No.
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1566672
2613254
3032696
3096181
2668975
2589372
2355903
829133
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3133530
2335104
2346403

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated as of October 11, 2006, is by and between LANE BRYANT PURCHASING CORP., an Ohio corporation ("Debtor"), with its chief executive office at 3344 Morse Crossing Road, Columbus, OH, and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Charming Shoppes, Inc., a Pennsylvania corporation, CSI Industries, Inc., a Delaware corporation, Charming Shoppes of Delaware, Inc., a Pennsylvania corporation, FB Apparel, Inc., an Indiana corporation, Catherines Stores Corporation, a Tennessee corporation, Lane Bryant, Inc., a Delaware corporation, and Crosstown Traders, Inc., a Delaware corporation (individually and collectively hereinafter referred to as the "Borrowers") and Secured Party have entered into financing arrangements pursuant to which Secured Party and Lenders (as hereinafter defined) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Second Amended and Restated Loan and Security Agreement, dated July 28, 2005, by and among Secured Party, the financial institutions from time to time party thereto, as lenders (collectively, together with Secured Party, "Lenders"), Wells Fargo Foothill, LLC, as documentation agent, and Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all Obligations (as hereinafter defined) as set forth in the Second Amended and Restated Guarantee, dated July 28, 2005, by Debtor and certain of its affiliates in favor of Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee"); and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Borrowers and Additional L/C Debtors

pursuant thereto, Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and full and final payment of all of the Obligations, Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, collective marks, certification marks, Internet domain names, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming the Debtor as licensor or licensee and providing for the grant of any rights concerning any Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrowers, Obligors and the Additional L/C Debtors to Secured Party and Lenders, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the Guarantee and the other Financing Agreements, whether

now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor or any Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except that Debtor may license any Trademark to any direct or indirect subsidiary of Charming Shoppes, Inc. and except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise for the benefit of Lenders of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do after notice to Debtor, as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral (without limiting the right of Debtor or abandon Trademarks not used or useful in its business accordance with Section 3(b) hereof), or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor shall give Secured Party written notice no later than ten (10) days following such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party, for the benefit of Lenders.

(h) Except as set forth on Exhibit A, Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby a Trademark may become abandoned, invalidated, unenforceable, avoided, or avoidable, except to the extent that any such Trademark may no be longer used or useful in the business of Debtor or Borrowers and Debtor has given Secured Party notice of its intention to abandon such Trademark. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would cause a Material Adverse Effect. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use

by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party and any Lender, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for any liability arising out of the Secured Party's or any Lender's acts or omissions constituting gross negligence or willful misconduct, as determined pursuant to a final and non-appealable judgment or order of a court of competent jurisdiction. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and any Lender as set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party or the Required Lenders (as such term is defined in the Loan Agreement), upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies, for and on behalf of Lenders, which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security

interest granted to Secured Party, for the benefit of Lenders, by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine in accordance with the Loan Agreement. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, any Lender and their respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies,

whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW**

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, County of New York and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor, Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party and Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce Secured Party's and Lenders' rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's or any Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party or any Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR, SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND

THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: LANE BRYANT PURCHASING CORP.
 c/o Charming Shoppes, Inc.
 450 Winks Lane
 Bensalem, Pennsylvania 19020
 Attention: Chief Financial Officer

with a copy to: LANE BRYANT PURCHASING CORP.
 c/o Charming Shoppes, Inc.
 450 Winks Lane
 Bensalem, Pennsylvania 19020
 Attention: General Counsel

If to Secured Wachovia Bank, National Association, as Agent
Party: 1133 Avenue of the Americas
 New York, New York 10036
 Attention: Portfolio Manager

(b) Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person

herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

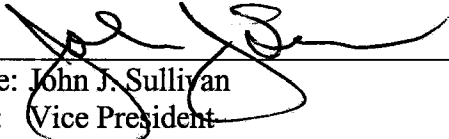
(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Lenders. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LANE BRYANT PURCHASING CORP.

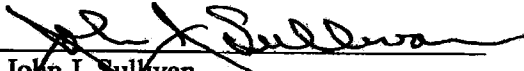
By: 
Name: John J. Sullivan
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

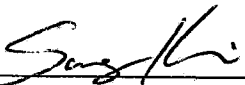
By: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LANE BRYANT PURCHASING CORP.

By: 
Name: John J. Sullivan
Title: Vice President

**WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent**

By: 
Title: Vice President

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

On this 21st day of February, 2007, before me personally came Sang Kim, to me known, who, being duly sworn, did depose and say, that he is a Vice President of Wachovia Bank, National Association, the association described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said association.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2006
10

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS

A. Registrations

Registration No.	Mark	Class
2952788	ACTIVE ATTITUDE	25
3143803	BRA6	25
1566672	CACIQUE	3,7,16,20,21,24,25
2613254	CACIQUE	25
3032696	CACIQUE	35
3096181	CACIQUE BODY	3,4,21
2668975	ELEMENTAL STRETCH	25
2589372	FLAUNT	25
2355903	IRIDESCENCE	25
829133	L.B.T.'S	25
633237	LANE BRYANT	25
1293460	LANE BRYANT	42
1363867	LANE BRYANT	42
2110802	LANE BRYANT	9,14,25,26
2363341	LANE BRYANT	14
2839854	LANE BRYANT	25
2053467	LANE BRYANT-WHAT REAL WOMEN WEAR	25,42
1105173	LASTING COMFORT	25
1342838	LASTING COMFORT	25
1384441	LASTING COMFORT	25
1642148	LASTING COMFORT	25
2677662	ME@LB	9
2621669	MICRO LITE	25
2595460	SENSUAL CURVES	25
2157913	SHEER WEAR	25
2451419	SMOOTH PERFORMANCE	25
2615932	SMOOTH PERFORMANCE	25
2915779	STYLE PASS	35
2949319	STYLE POINTS	35
2835285	THROW THE WORLD A CURVE	35
2868786	ULTRA CURVES	25
2109227	VENEZIA	25
2886146	VENEZIA	14,25
2324848	VENEZIA JEANS CLOTHING CO.	25
2403761	VENEZIA JEANS CLOTHING CO. AND VJ DESIGN	18,35
2625568	VENEZIA JEANS CLOTHING CO. AND VJ DESIGN	25
2375554	VENEZIA LEATHERS	25
2960504	VENEZIA SPORT	25
3133530	VENEZIA SUPREME	25
2335104	VENEZIA SWIM AND DESIGN	25
2346403	VS VENEZIA SPORT	25

B. Pending Applications

Registration No.	Mark	Class
	A REAL DEAL EVERY SINGLE DAY	035
	BRYANT PARK	25
	CACIQUE	020, 003, 004, 014, 021, 024
	CACIQUE (KA-SEEK)	35
	CACIQUE CLASSIQUE	25
	CACIQUE PLAYFUL	25
	CACIQUE SENSUAL	25
	CACIQUE SPORT	3,25
	CITYOLOGY	25
	CITYOLOGY STUDIO	25,35
	CURVE FIT	25
	FALL FOR FIT	35
	FIND YOUR PERFECT FIT	25
	FIT FACTS	25
	LANE BRYANT ESSENTIALS	035
	LANE BRYANT HOME	016, 035
	LANE BRYANT LIFESTYLES	016, 035
	LANE BRYANT OUTLET	35
	LANE BRYANT WOMAN	003, 014, 016, 025
	LB	25, 35
	LB ESSENTIALS	25
	LB FOR SHORT	25
	LB MATERNITY	025, 035
	LB WOMAN	25, 35
	LB2ME	035
	LB2ME YOUR SIZE. YOUR FIT. WE SHIP.	035
	LBMIX	025, 035
	LBMIX (Design and words)	025, 035
	LIFE STYLE BY LANE BRYANT	25
	LOVE AT FIRST SWIPE	36
	LOVE IS IN THE WEAR	35
	MODERN WOMAN	21,24,36
	MODERN WOMAN	25,35
	MUST HAVE. MUST WEAR. MUST KEEP.	35
	PERFECT FIT BY CACIQUE	25
	SATEEN SENSE	025
	STIRRING UP FRESH LOOKS	035
	THE RIGHT FIT FOR EVERY FIGURE	25
	VENEZIA SWIM	025
	VENEZIA WOMAN	003, 014, 025
	WE'VE GOT YOUR NUMBER	25

FOREIGN TRADEMARKS

A. Registrations

Country	Reg #	Mark	Class
Australia	870,280	LANE BRYANT	14, 25, 42
Australia	878,342	CACIQUE	3, 4, 8, 14, 20, 21, 24, 25, 35
Austria	870,280	LANE BRYANT	14, 25, 42
Austria	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Benelux	434,489	LASTING COMFORT	25
Benelux	437,757	VENEZIA	25
Benelux	515,515	CACIQUE	3, 14, 25, 41, 42
Benelux	587,094	CACIQUE	3, 14, 25, 35, 42, 45
Benelux	676,847	CACIQUE	3, 25
Benelux	860,234	VENEZIA	25
Benelux	870,280	LANE BRYANT	14, 25, 42
Benelux	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Cambodia (Kampuchea)	22557/05	CACIQUE	25
Cambodia (Kampuchea)	22558/05	LANE BRYANT	25
Cambodia (Kampuchea)	22559/05	VENEZIA	25
China (People's Republic Of)	870,280	LANE BRYANT	14, 25, 42
China (People's Republic Of)	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Denmark	860,234	VENEZIA	25
Denmark	870,280	LANE BRYANT	14, 25, 42
European Union	325,498	LANE BRYANT	3, 25, 42
European Union	860,234	VENEZIA	25
European Union	870,280	LANE BRYANT	14, 25, 42
European Union	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
France	860,234	VENEZIA	25
France	870,280	LANE BRYANT	14, 25, 42
France	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Germany	870,280	LANE BRYANT	14, 25, 42
Germany	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Hong Kong	300474705	VENEZIA	25
Hong Kong	300483138	LANE BRYANT	25
Hungary	860,234	VENEZIA	25
Hungary	870,280	LANE BRYANT	14, 25, 42
Hungary	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Ireland	860,234	VENEZIA	25
Ireland	870,280	LANE BRYANT	14, 25, 42
Ireland	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Italy	860,234	VENEZIA	25
Italy	870,280	LANE BRYANT	14, 25, 42
Italy	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Japan	870,280	LANE BRYANT	14, 25, 42
Japan	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Lebanon	107,540	CACIQUE	25, 35
Lebanon	107,541	LANE BRYANT (in Latin characters)	25, 35
Lebanon	107,542	VENEZIA (IN LATIN CHARACTERS)	25, 35
Lesotho	860,234	VENEZIA	25

Lesotho	870,280	LANE BRYANT	14, 25, 42
Lesotho	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Macao	1271	VENEZIA AND TRIANGLE DESIGN	25
Macao	N/018526	VENEZIA	25
Macedonia	860,234	VENEZIA	25
Macedonia	870,280	LANE BRYANT	14, 25, 42
Macedonia	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Mongolia	860,234	VENEZIA	25
Mongolia	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Myanmar	4/2752/2006	CACIQUE	25
Myanmar	4/2753/2006	LANE BRYANT	25
Namibia	860,234	VENEZIA	25
Namibia	870,280	LANE BRYANT	14, 25, 42
Namibia	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Netherlands Antilles	860,234	VENEZIA	25
Netherlands Antilles	870,280	LANE BRYANT	14, 25, 42
Netherlands Antilles	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
North Korea (People's Republic Of)	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Poland	860,234	VENEZIA	25
Poland	870,280	LANE BRYANT	14, 25, 42
Poland	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Portugal	860,234	VENEZIA	25
Portugal	870,280	LANE BRYANT	14, 25, 42
Portugal	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Romania	860,234	VENEZIA	25
Romania	870,280	LANE BRYANT	14, 25, 42
Romania	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Russian Federation	860,234	VENEZIA	25
Russian Federation	870,280	LANE BRYANT	14, 25, 42
Russian Federation	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Singapore	860,234	VENEZIA	25
Singapore	870,280	LANE BRYANT	14, 25, 35
Singapore	878,342	CACIQUE	3, 4, 8, 14, 20, 21, 24, 25, 35
Singapore	10329/96	LANE BRYANT	25
Singapore	T99/00466J	LANE BRYANT	35
Slovak Republic	860,234	VENEZIA	25
Slovak Republic	870,280	LANE BRYANT	14, 25, 42
Slovak Republic	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Slovenia	860,234	VENEZIA	25
Slovenia	870,280	LANE BRYANT	14, 25, 42
Slovenia	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
South Korea	860,234	VENEZIA	25
South Korea	870,280	LANE BRYANT	14, 25, 42
South Korea	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Spain	860,234	VENEZIA	25
Spain	870,280	LANE BRYANT	14, 25, 42
Spain	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Swaziland	860,234	VENEZIA	25
Swaziland	870,280	LANE BRYANT	14, 25, 42
Swaziland	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Sweden	860,234	VENEZIA	25
Sweden	870,280	LANE BRYANT	14, 25, 42

Sweden	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Taiwan	86,443	LANE BRYANT	42
Taiwan	245,473	LANE BRYANT	44
Taiwan	245,474	PRIORITY I LANE BRYANT	44
Taiwan	1,209,866	LANE BRYANT	25
Turkey	860,234	VENEZIA	25
Turkey	870,280	LANE BRYANT	14, 25, 42
Turkey	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
United Kingdom	870,280	LANE BRYANT	14, 25, 42
United Kingdom	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
United Kingdom	2,220,824	LANE BRYANT	35
WIPO	860,234	VENEZIA	25
WIPO	870,280	LANE BRYANT	14, 25, 42
WIPO	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35
Zambia	860,234	VENEZIA	25
Zambia	870,280	LANE BRYANT	14, 25, 42
Zambia	878,342	CACIQUE	3, 4, 14, 20, 21, 24, 25, 35

B. Pending Applications

Country	Reg #	Mark	Class
Australia		CACIQUE	3
Austria		CACIQUE	3
Bahrain	49,941	CACIQUE	25
Bahrain	49,942	CACIQUE	35
Bahrain		CACIQUE	3
Bahrain	49,943	LANE BRYANT	25
Bahrain	49,944	LANE BRYANT	35
Bahrain	49,946	VENEZIA	35
Bahrain	49,945	VENEZIA	25
Bangladesh	93,758	VENEZIA	25
Benelux		CACIQUE	3
Brunei Darussalam	37,716	CACIQUE	25
Brunei Darussalam		CACIQUE	25
Brunei Darussalam		LANE BRYANT	25
Brunei Darussalam	37,715	LANE BRYANT	25
Bulgaria		CACIQUE	3
China (People's Republic Of)		CACIQUE	3
Cyprus	72,674	CACIQUE	25
Cyprus		CACIQUE	3
Cyprus	72,676	LANE BRYANT	25
Cyprus	72,678	VENEZIA	25
Egypt	189,505	CACIQUE	35
Egypt	189,504	CACIQUE	25
Egypt	189,503	LANE BRYANT	35
Egypt	189,502	LANE BRYANT	25
Egypt	189,507	VENEZIA	35
Egypt	189,506	VENEZIA	25
France		CACIQUE	3
Germany		CACIQUE	3
Guatemala	7620-05	CACIQUE	25
Guatemala	7619-05	VENEZIA	25
Hong Kong	300596926	LANE BRYANT	35
India		LANE BRYANT	25
India	1,380,748	VENEZIA	25

Indonesia	D00-2005-017772	CACIQUE	25
Indonesia	D00-2005-017770	VENEZIA	25
Indonesia	D00-2006-022935	LANE BRYANT	25
Iraq	49,867	CACIQUE	35
Iraq	49,866	LANE BRYANT	35
Iraq	49,868	VENEZIA	35
Ireland		CACIQUE	3
Israel	191,681	CACIQUE	25
Israel	191,682	CACIQUE	35
Israel	191,562	LANE BRYANT	25
Israel	191,564	LANE BRYANT	35
Israel	191,448	VENEZIA	25
Israel	191,449	VENEZIA	35
Italy		CACIQUE	3
Japan		CACIQUE	3
Jordan		CACIQUE	25
Jordan		CACIQUE	35
Jordan		LANE BRYANT	35
Jordan		LANE BRYANT	25
Jordan		VENEZIA	25
Jordan		VENEZIA	35
Kuwait	78,609	CACIQUE	35
Kuwait	78,608	CACIQUE	25
Kuwait	78,606	LANE BRYANT	25
Kuwait	78,607	LANE BRYANT	35
Kuwait	78,610	VENEZIA	25
Kuwait	78,611	VENEZIA	35
Lesotho		CACIQUE	3
Libya	8,451	CACIQUE	35
Libya	8,450	CACIQUE	25
Libya	8,447	LANE BRYANT	25
Libya	8,446	LANE BRYANT	35
Libya	8,448	VENEZIA	35
Libya	8,449	VENEZIA	25
Malaysia	2005-15299	VENEZIA	25
Mexico	801,386	LANE BRYANT LASTING COMFORT	25
Mexico	801,395	CACIQUE	3
Mexico	801,394	CACIQUE	14
Morocco		CACIQUE	3
Morocco	104,917	CACIQUE	25, 35
Morocco	104,916	LANE BRYANT	25, 35
Morocco	104,918	VENEZIA	25, 35
Namibia		CACIQUE	3
Oman	41,054	CACIQUE	25
Oman	41,055	CACIQUE	35
Oman	41,052	LANE BRYANT	25
Oman	41,053	LANE BRYANT	35
Oman	41,057	VENEZIA	35
Oman	41,056	VENEZIA	25
Philippines	4-2005-008478	CACIQUE	25
Philippines	4-2005-008479	LANE BRYANT	25
Philippines	4-2005-008477	VENEZIA	25
Qatar	40,878	CACIQUE	35
Qatar	40,877	CACIQUE	25

Qatar	40,876	LANE BRYANT	35
Qatar	40,875	LANE BRYANT	25
Qatar	40,879	VENEZIA	25
Qatar	40,880	VENEZIA	35
Saudi Arabia	107,828	CACIQUE	35
Saudi Arabia	107,625	CACIQUE	25
Saudi Arabia	107,626	LANE BRYANT	25
Saudi Arabia	107,827	LANE BRYANT	35
Saudi Arabia	107,627	VENEZIA	25
Saudi Arabia	107,829	VENEZIA	35
Singapore		CACIQUE	3
South Korea		CACIQUE	3
Spain		CACIQUE	3
Sri Lanka	127,578	CACIQUE	25
Thailand	621,261	LANE BRYANT	25
Turkey		CACIQUE	3
Turkey	2006/034336	VENEZIA	35
Ukraine		CACIQUE	3
United Arab Emirates	84,215	CACIQUE	35
United Arab Emirates	84,214	CACIQUE	25
United Arab Emirates	84,213	LANE BRYANT	35
United Arab Emirates	84,212	LANE BRYANT	25
United Arab Emirates	84,216	VENEZIA	25
United Arab Emirates	84,217	VENEZIA	35
United Kingdom		CACIQUE	3
Vietnam	4-2005-11115	LANE BRYANT	25
Vietnam	4-2005-11114	VENEZIA	25
Vietnam		CACIQUE	3
West Bank	12,654	CACIQUE	25
West Bank	12,655	CACIQUE	35
West Bank	12,652	LANE BRYANT	25
West Bank	12,653	LANE BRYANT	35
West Bank	12,657	VENEZIA	35
West Bank	12,656	VENEZIA	25
WIPO		CACIQUE	3
Yemen (Republic of)		CACIQUE	25
Yemen (Republic of)		CACIQUE	35
Yemen (Republic of)		LANE BRYANT	25
Yemen (Republic of)		LANE BRYANT	35
Yemen (Republic of)		VENEZIA	35
Yemen (Republic of)		VENEZIA	25

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

LIST OF LICENSES

Intercompany License Agreements

