

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David's Bridal, Inc.		01/31/2007	CORPORATION: FLORIDA
Priscilla of Boston, Inc.		01/31/2007	CORPORATION: DELAWARE
DBP Holding Corp.		01/31/2007	CORPORATION: DELAWARE
DBD, Inc.		01/31/2007	CORPORATION: DELAWARE
KPS Marketing, Inc.		01/31/2007	CORPORATION: PENNSYLVANIA
Malibu Bridal, Inc.		01/31/2007	CORPORATION: PENNSYLVANIA
Galina Bouquet, LLC		01/31/2007	LIMITED LIABILITY COMPANY: NEW YORK
David's Bridal of Coral Gables, Inc.		01/31/2007	CORPORATION: FLORIDA
David's Bridal of Hialeah, Inc.		01/31/2007	CORPORATION: FLORIDA
David's Bridal of Jacksonville, FL, Inc.		01/31/2007	CORPORATION: FLORIDA
David's Bridal of Orlando, Inc.		01/31/2007	CORPORATION: FLORIDA
David's Bridal of Tampa, Inc.		01/31/2007	CORPORATION: FLORIDA
David's Bridal of West Palm, Inc.		01/31/2007	CORPORATION: FLORIDA
Davids Bridal Wearhouse of Broward, Inc.		01/31/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark

900082860

TRADEMARK
REEL: 003590 FRAME: 0628

CH \$590.00 1984078

Registration Number:	1984078	PRISCILLA
Registration Number:	1987087	PRISCILLA
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	2088576	PRISCILLA OF BOSTON
Registration Number:	1675198	CURRIE-BONNER
Registration Number:	2426973	DAVID'S BRIDAL
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	2708958	DAVID'S BRIDAL SPECIAL REQUESTS
Registration Number:	1836883	ENZIO
Registration Number:	2774655	MELISSA SWEET BRIDAL COLLECTION
Registration Number:	1912612	MICHAELANGELO
Registration Number:	1831413	ST. TROPEZ
Registration Number:	3175879	US ANGELS
Serial Number:	78878008	PLATINUM FOR PRISCILLA OF BOSTON
Serial Number:	78914047	PRISCILLA
Serial Number:	78684350	SARA MADISON
Serial Number:	78684496	SARA MADISON
Serial Number:	78705255	US ANGELS
Serial Number:	77016636	MELISSA SWEET
Serial Number:	78409916	SARA MADISON
Serial Number:	78974131	DRESS YOUR WEDDING

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
 Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7020801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/

Date:

07/26/2007

Total Attachments: 24

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2007, by and among (a) DAVID'S BRIDAL, INC., a Florida corporation (the "Borrower"), (b) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of January 31, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Credit Parties, (iii) the Collateral Agent, and (iv) the lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), pursuant to which the Lenders have agreed to make Loans to the Borrower, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of January 31, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors in favor of the Administrative Agent, the Collateral Agent, and the other Credit Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of January 31, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined herein), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf

of the other Credit Parties (and each of their respective successors or permitted assigns), hereby agrees as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Administrative Agent" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Borrower" shall have the meaning assigned to such term in the preamble of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guarantor” and “Guarantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guaranty” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks and Trademark Licenses; internet domain names, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights and Copyright Licenses; unpatented inventions (whether or not patentable); Patents and Patent Licenses; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercompany Licenses” shall mean (i) the License Agreement dated as of February 9, 1995 between DBD, Inc. (as successor by merger to DB of Del., Inc.), as Licensors, and David’s Bridal, Inc. (as successor by merger to Phillie Bridals, Inc.), as Licensee, (ii) the Trademark Sublicense Agreement dated as of 1999 between DBD, Inc. (as successor by merger to DBL, Inc.), as Licensors, and David’s Bridal, Inc., as Licensee, and (iii) the License Agreement dated as of April 17, 1999 between DBD, Inc., as Licensors, and David’s Bridal, Inc. (as successor by merger to David’s Bridal DMC, Inc.), as Licensee, each as amended, modified, supplemented or restated and in effect from time to time.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other agreement providing for the grant by or to any Grantor of any right under any Intellectual Property, including, without limitation, the Intercompany Licenses.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Permitted Liens” shall have the meaning assigned to such term in the Security Agreement.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty); provided, however, that Obligations which constitute Other Liabilities shall be Secured Obligations solely to the extent that there is sufficient IP Collateral following satisfaction of the obligations described in clause (a) of the definition of Obligations.

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;

- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (h) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (i) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g):

- (a) Pay all renewal fees and other fees and costs associated with maintaining and prosecuting any Patent, Trademark, or Copyright applied for or registered with the PTO or Copyright Office and owned by such Grantor, except, in each case, (i) to the extent that such Grantor determines, in its reasonable business judgment, that any such Patent, Trademark, or Copyright is no longer material to the conduct of its business, and (ii) no Material Adverse Effect would result therefrom.
- (b) Take all actions reasonably necessary to prevent any Intellectual Property owned by such Grantor from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, (i) to the extent that such Grantor determines, in its reasonable business judgment, that any such Intellectual Property is no longer material to the conduct of its business, and (ii) no Material Adverse Effect would result therefrom.
- (c) At the Grantors' sole cost and expense, pursue the processing and prosecution of each application for registration of any Patent, Trademark, or Copyright

which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost and expense, take any and all action that such Grantors reasonably deem necessary or desirable under the circumstances to protect any Intellectual Property owned by such Grantors from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** sets forth a true, correct, and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** sets forth a true, correct, and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** sets forth a true, correct, and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the material Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All Intellectual Property owned by any Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging the ownership or right to use by such Grantor of any of its Intellectual Property, or the validity or enforceability of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The use by such Grantor of any Intellectual Property does not infringe the intellectual property rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) To the extent required by the terms of any Intercompany License, each Grantor that is a party to such Intercompany License has consented, and hereby consents, to the execution and delivery of this Agreement by each other Grantor party to such Intercompany License (including, without limitation, the granting of a Lien and security interest to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, in all rights of each such Grantor thereunder).

(h) Such Grantor shall give the Collateral Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, or being issued a registration in or receiving an issuance of, any new Patent, Copyright or Trademark (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Patent, Copyright or Trademark may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development regarding such Grantor's use or ownership of, or the validity or enforceability of, any Patent, Copyright or Trademark or such Grantor's right to register the same or to own and maintain the same (except for office actions routine to the prosecution of Patents, Copyrights or Trademarks).

(i) None of the Grantors will, without the Collateral Agent's prior written consent, modify, amend, supplement, replace or terminate any Intercompany License in any manner which could reasonably be expected to have a Material Adverse Effect. Except for the Intercompany Licenses, no other exclusive license or exclusive sublicense shall be granted to any Person with respect to Intellectual Property which is the subject of the Intercompany Licenses (except for any such license or sublicense in connection with any line of business in which such Grantor does not operate) unless such Person enters into an agreement reasonably satisfactory to the Collateral Agent acknowledging, consenting, and subordinating such Person's rights to the Collateral Agent's rights granted by this Agreement and Section 8.02 of the Security Agreement. The license granted in Section 8.02 of the Security Agreement shall remain in full force and effect throughout the term of this Agreement, notwithstanding the release of any Grantor hereunder or the termination of any Grantor's rights and obligations under any Intercompany License.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional Intellectual Property acquired by any Grantor, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Collateral Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within fifteen (15) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for

more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments have expired or been terminated, (ii) all of the Secured Obligations have been indefeasibly paid in full in cash or otherwise satisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement or the Credit Agreement), (iii) all L/C Obligations have been reduced to zero (or fully cash collateralized in a manner reasonably satisfactory to the L/C Issuer and the Administrative Agent), and (iv) the L/C Issuer has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the

Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control, provided that nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement as among the Grantors and the Collateral Agent, which shall remain in full force and effect.

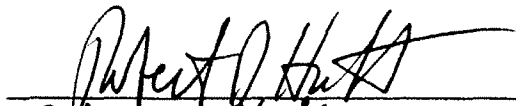
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


BORROWER:

DAVID'S BRIDAL, INC.

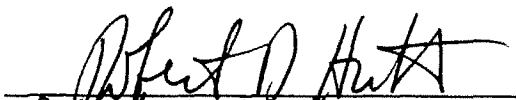
By: 
Name: Robert D. Huth
Title: President, Chief Executive Officer

GUARANTORS:


PRISCILLA OF BOSTON, INC.

By: 
Name: Gary Schwartz
Title: Chief Executive Officer

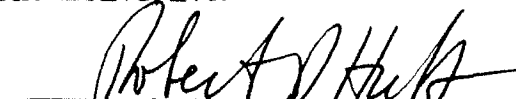
DBP HOLDING CORP.

By: 
Name: Robert D. Huth
Title: President, Chief Executive Officer

DBD, INC.

By: 
Name: Robert D. Huth
Title: President, Chief Executive Officer

KPS MARKETING, INC.

By: 
Name: Robert D. Huth
Title: President, Chief Executive Officer

MALIBU BRIDAL, INC.

By: Robert D. Hull
Name: Robert D. Hull
Title: President, Chief Executive Officer

GALINA BOUQUET, LLC

By: Robert D. Hull
Name: Robert D. Hull
Title: President, Chief Executive Officer

DAVID'S BRIDAL OF CORAL GABLES, INC.

By: Robert D. Hull
Name: Robert D. Hull
Title: President, Chief Executive Officer

DAVID'S BRIDAL OF HIALEAH, INC.

By: Robert D. Hull
Name: Robert D. Hull
Title: President, Chief Executive Officer

DAVID'S BRIDAL OF JACKSONVILLE, FL,
INC.

By: Robert D. Hull
Name: Robert D. Hull
Title: President, Chief Executive Officer

DAVID'S BRIDAL OF ORLANDO, INC.

By: Robert D. Hull
Name: Robert D. Hull
Title: President, Chief Executive Officer

DAVID'S BRIDAL OF TAMPA, INC.

By: 

Name: Robert D. Huth

Title: President, Chief Executive Officer

DAVID'S BRIDAL OF WEST PALM, INC.

By: 

Name: Robert D. Huth

Title: President, Chief Executive Officer

DAVIDS BRIDAL WEARHOUSE OF
BROWARD, INC.

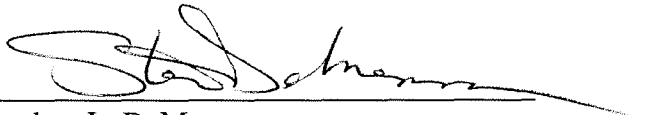
By: 

Name: Robert D. Huth

Title: President, Chief Executive Officer

**COLLATERAL
AGENT:**

BANK OF AMERICA, N.A.

By: 
Name: Stephen L. DeMenna
Title: Managing Director

SP-4 [Intellectual Property Security Agreement]

TRADEMARK
REEL: 003590 FRAME: 0645

SCHEDULE I

Guarantors

Priscilla of Boston, Inc.
DBP Holding Corp.
DBD, Inc.
KPS Marketing, Inc.
Malibu Bridal, Inc.
Galina Bouquet, LLC
David's Bridal of Coral Gables, Inc.
David's Bridal of Hialeah, Inc.
David's Bridal of Jacksonville, FL, Inc.
David's Bridal of Orlando, Inc.
David's Bridal of Tampa, Inc.
David's Bridal of West Palm, Inc.
Davids Bridal Wearhouse of Broward, Inc.

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

OWNER	TITLE	REGISTRATION NUMBER	REGISTRATION DATE
DBI	Elegant Garden	VA 1-353-266	2/2/2006
DBI	Bridal Gown Style #5023	VA 1-207-040	6/9/2003
DBI	Bridal Gown Style #WL001	VA 1-207-041	6/9/2003
DBI	Bridal Gown Style #102012 with Flower Girl Gown Style #8164	VA 1-207-042	6/9/2003
DBI	9158; 5438; and K2000	VA 1-236-409	4/7/2004
DBI	JP304	VA 1-236-410	4/7/2004
DBI	Cto39; Cv008; and Cv006	VA 1-236-411	4/7/2004
DBI	CQ102	VA 1-313-162	3/6/2005
DBI	Beaded majesty	VA 1-334-163	9/19/2005
DBI	Crowning glory	VA1-334-368	9/15/2005
DBI	Oleg Cassini platinum; style no. OC 1103	VAu-634-516	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1112	VAu-634-517	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1108	VAu-634-518	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1107	VAu-634-519	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1105	VAu-634-520	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1102	VAu-634-521	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1101	VAu-634-522	7/14/2004

OWNER	TITLE	REGISTRATION NUMBER	REGISTRATION DATE
DBI	Oleg Cassini platinum; style no. OC 1115	VAu-634-523	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1100	VAu-634-524	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1116	VAu-634-525	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1117	VAu-634-526	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1119	VAu-634-527	7/14/2004
DBI	Oleg Cassini platinum; style no. OC 1121	VAu-634-528	7/14/2004
DBI	Oleg Cassini collection; style no. CS -125	VAu-657-373	2/2/2005
DBI	Oleg Cassini collection; style no. CN119	VAu-657-374	2/2/2005
DBI	Oleg Cassini collection; style no. CO128	VAu-657-375	2/2/2005
DBI	Oleg Cassini collection; style no. CN127	VAu-657-376	2/2/2005
DBI	Oleg Cassini collection: style no. COL1205	VAu-657-377	2/2/2005
DBI	Oleg Cassini collection: style no. CJ116	VAu-657-378	2/2/2005
DBI	Oleg Cassini collection: style no. CK118	VAu-657-379	2/2/2005
DBI	Oleg Cassini collection: style no. CU099	VAu-657-380	2/2/2005
DBI	Oleg Cassini collection: style no. CU114	VAu-657-381	2/2/2005

Copyright Licenses

None

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None

Patent Licenses

None

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Trademark Applications

REGISTERED OWNER OF TRADEMARK OR SERVICEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION	TRADEMARK OR SERVICEMARK	COUNTRY
POB	1,984,078	7/2/1996	Priscilla	USA
POB	1,987,087	7/16/1996	Priscilla	USA
POB	1,987,088	7/16/1996	Priscilla of Boston	USA
POB	2,088,576	8/19/1997	Priscilla of Boston	USA
POB	17,548	1/25/1954	Priscilla of Boston	Massachusetts
DBI	1,675,198	2/11/1992	Currie-Bonner	USA
DBD, Inc.	2,426,973	2/6/2001	David's Bridal	USA
DBD, Inc.	3,017,372	11/22/2005	David's Bridal	USA
DBD, Inc.	2,817,374	2/24/2004	David's Bridal	USA
DBD, Inc.	2,708,959	4/22/2003	David's Bridal Make a Match	USA
DBD, Inc.	2,708,958	4/22/2003	David's Bridal Special Requests	USA
DBD, Inc.	1,836,883	5/17/1994	Enzio	USA
DBI	2,774,655	10/21/2003	Melissa Sweet Bridal Collection	USA
DBD, Inc.	1,912,612	8/15/1995	Michaelangelo (Stylized)	USA
DBD, Inc.	1,831,413	4/19/1994	St. Tropez	USA

DBD, Inc.	3175879	11/28/2006	Us Angels w/ Halo Design	USA
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Pending Registrations

OWNER	SERIAL NUMBER	TRADEMARK	DATE OF APPLICATION	COUNTRY
POB	788 78008	Platinum for Priscilla of Boston	5/5/2006	USA
POB	789 14047	Priscilla (Stylized)	6/22/2006	USA
DBD, Inc.	78/684,350	Sara Madison	8/3/2005	USA
DBD, Inc.	78/684,496	Sara Madison	8/3/2005	USA
DBD, Inc.	78/705,255	Us Angels w/ Halo Design	9/1/2005	USA
Priscilla of Boston, Inc.	77016636	Melissa Sweet	10/9/2006	USA
DBD, Inc.	78/409,916	Sara Madison	4/28/2004	USA
DBD, Inc.	78/974,131	Dress Your Wedding	9/14/2006	USA

Trademark Licenses

License Agreement, dated as of February 9, 1995, by and between DBD, Inc. and David's Bridal, Inc., as amended

Trademark Sublicense Agreement, dated as of 1999, by and between DBD, Inc. and David's Bridal, Inc., as amended

License Agreement, dated as of April 17, 1999, by and between DBD, Inc. and David's Bridal, Inc., as amended

Domain Names

See attached.

Domain Name Registrations

Domain Name	Reg. Date	Expiration Date	Owner
galinabouquet.com	7/9/2001	7/9/2008	David's Bridal, Inc.
DavidsBridal.info	9/13/2001	9/13/2007	David's Bridal, Inc.
giftsbydavidsbridal.com	10/16/2002	10/16/2008	David's Bridal, Inc.
invitationsbydavidsbridal.com	10/16/2002	10/16/2008	David's Bridal, Inc.
quinceaneraatdavidsbridal.com	10/28/2002	10/28/2008	David's Bridal, Inc.
davids.biz	11/19/2001	11/18/2008	David's Bridal, Inc.
davidsbridal.biz	11/19/2001	11/18/2008	David's Bridal, Inc.
davidsprom.biz	11/19/2001	11/18/2008	David's Bridal, Inc.
galina.biz	11/19/2001	11/18/2008	David's Bridal, Inc.
galinabouquet.biz	11/19/2001	11/18/2008	David's Bridal, Inc.
davidsbridaldesigns.com	3/23/2003	3/27/2007	David's Bridal, Inc.
davidsbridalgiftsandinvitations.com	3/23/2003	3/27/2007	David's Bridal, Inc.
davidsbridalmemories.com	3/23/2003	3/27/2007	David's Bridal, Inc.
davidsbridalweddings.com	3/23/2003	3/27/2007	David's Bridal, Inc.
occasionsbydavidsbridal.com	3/23/2003	3/27/2007	David's Bridal, Inc.
theweddingshopatdavidsbridal.com	3/23/2003	3/27/2007	David's Bridal, Inc.
davidsbridal.us	4/19/2002	4/18/2007	David's Bridal, Inc.
galina.us	4/19/2002	4/18/2007	David's Bridal, Inc.
galinabouquet.us	4/19/2002	4/18/2007	David's Bridal, Inc.
davids.us	4/24/2002	4/23/2007	David's Bridal, Inc.
davidsprom.us	4/24/2002	4/23/2007	David's Bridal, Inc.
davidsbridallocations.com	8/29/2005	8/28/2007	David's Bridal, Inc.
communionatdavidsbridal.com	9/18/2000	9/17/2007	David's Bridal, Inc.
davidsbridal-communion.com	9/18/2000	9/17/2007	David's Bridal, Inc.
davidsbridal-espanol.com	9/18/2000	9/17/2007	David's Bridal, Inc.
davidsbridal-prom.com	9/18/2000	9/17/2007	David's Bridal, Inc.
davidsbridal-quinceanera.com	9/18/2000	9/17/2007	David's Bridal, Inc.
promatdavidsbridal.com	9/18/2000	9/17/2007	David's Bridal, Inc.
davids-bridal.org	10/12/2000	10/12/2007	David's Bridal, Inc.
davids-bridal.com	10/12/2000	10/12/2007	David's Bridal, Inc.
davids-bridal.net	10/12/2000	10/12/2007	David's Bridal, Inc.
quinceaneredavid.com	10/17/2000	10/16/2007	David's Bridal, Inc.
dbi.com	11/7/1994	11/5/2008	David's Bridal, Inc.
galina.info	9/13/2001	9/13/2007	David's Bridal, Inc.
davidsprom.com	9/18/2000	9/17/2007	David's Bridal, Inc.
davidsbridal.com	4/16/1997	4/16/2010	David's Bridal, Inc.
davidsbridal.net	10/16/1997	10/14/2007	David's Bridal, Inc.
dbi.com	11/7/1994	11/5/2008	David's Bridal, Inc.
priscillaofboston.biz	11/19/2001	11/18/2007	Priscilla of Boston

Domain Name Registrations

Domain Name	Reg. Date	Expiration Date	Owner
curriebonner.com	2/28/2003	2/27/2007	Priscilla of Boston
priscillaofboston.us	4/19/2002	4/18/2007	Priscilla of Boston
priscillaofboston.com	7/16/1997	7/14/2008	Priscilla of Boston
priscillaofboston.info	9/13/2001	9/13/2007	Priscilla of Boston
davidsbridalgifts.com	5/18/2005	5/18/2008	David's Bridal
davidsbridalinventions.com	5/18/2005	5/18/2008	David's Bridal
davidsbridalwoman.com	2/8/2005	2/8/2008	David's Bridal
dressyourwedding.com	3/23/2006	3/23/2009	David's Bridal
priscillabridal.com	4/17/2006	4/17/2009	David's Bridal
priscillabride.com	5/10/2005	5/10/2008	David's Bridal