

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment #1 to Trademark Collateral Assignment and Security Agreement recorded 2/23/07 at Reel/Fram 003487/0340		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lane Bryant Purchasing Corp.		09/01/2007	CORPORATION: DELAWARE
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:		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Serial Number:	78816567	CLASSIQUE CACIQUE	
Serial Number:	78816667	CACIQUE SENSUAL	
Serial Number:	78816612	CACIQUE PLAYFUL	
Serial Number:	76522906	CACIQUE SPORT	
Serial Number:	78732493	CURVE FIT	
Serial Number:	78732665	FIT FACTS	
Serial Number:	77137826	LANE BRYANT	
Serial Number:	78939179	LANE BRYANT ESSENTIALS	
Serial Number:	77115016	LANE BRYANT WOMAN	
Serial Number:	77045897	LB BEACH	
Serial Number:	78946556	LB MATERNITY	
Serial Number:	78946353	LBMIX	
Serial Number:	78946528	LB MIX	
Serial Number:	78703939	LIFE STYLE BY LANE BRYANT	

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TRADEMARK
REEL: 003665 FRAME: 0812

Serial Number:	76625499	MODERN WOMAN
Serial Number:	78515437	MODERN WOMAN
Serial Number:	78732525	PERFECT FIT BY CACIQUE
Serial Number:	77068632	REAL FIT BY LANE BRYANT
Serial Number:	77068622	RIGHT FIT BY LANE BRYANT
Serial Number:	78946542	STIRRING UP FRESH LOOKS
Serial Number:	77082798	THE FASHION AND FIT YOU'RE EXPECTING
Serial Number:	78703968	THE RIGHT FIT FOR EVERY FIGURE
Serial Number:	77093612	EVERY DAY. EVERY YOU.
Serial Number:	77141254	LBW
Serial Number:	78792370	BRYANT PARK
Serial Number:	78970018	CACIQUE
Serial Number:	78877935	VENEZIA WOMAN
Serial Number:	78904802	LB
Serial Number:	78912446	VENEZIA SWIM
Serial Number:	78920993	SATEEN SENSE
Serial Number:	76604871	CITYOLOGY STUDIO
Serial Number:	78849145	THE ANSWER
Serial Number:	77175438	KELSO
Serial Number:	78889310	LANE BRYANT LIFESTYLES
Serial Number:	78796854	MUST HAVE. MUST WEAR. MUST KEEP.
Serial Number:	78898803	A REAL DEAL EVERY SINGLE DAY
Serial Number:	78832952	FALL FOR FIT
Serial Number:	78876837	LANE BRYANT WOMAN
Serial Number:	78889233	LANE BRYANT HOME
Serial Number:	78792384	LB FOR SHORT
Serial Number:	78732678	FIND YOUR PERFECT FIT
Serial Number:	77227669	RIGHT FIT
Registration Number:	3165004	CACIQUE (KA-SEEK)
Registration Number:	3165683	CITYOLOGY
Registration Number:	3181040	LB2ME
Registration Number:	3180964	LOVE IS IN THE WEAR
Registration Number:	3241942	LB2ME YOUR SIZE. YOUR FIT. WE SHIP
Registration Number:	3259540	LANE BRYANT OUTLET

CORRESPONDENCE DATA

Fax Number: (917)368-7111

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-661-9100

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:	11/21/2007

Total Attachments: 9

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EXHIBIT A
TO
TRADEMARK RECORDATION FORM COVER SHEET
AMENDMENT #1 TO TRADEMARK COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT
LANE BRYANT PURCHASING CORP.

TRADEMARK APPLICATION #s	TRADEMARK APPLICATION #s	TRADEMARK REGISTRATION #s
78816567	77093612	3165004
78816667	77141254	3165683
78816612	78792370	3181040
76522906	78970018	3180964
78732493	78877935	3241942
78732665	78904802	3259540
77137826	78912446	
78939179	78920993	
77115016	76604871	
77045897	78849145	
78946556	77175638	
78946353	78889310	
78946528	78796854	
78703939	78898803	
76625499	78832952	
78515437	78876837	
78732525	78889233	
77068632	78792384	
77068622	78732678	
78946542	77227669	
77082798		
78703968		

**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 1st day of September, 2007, by and between LANE BRYANT PURCHASING CORPORATION, a Delaware corporation ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated October 11, 2006 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 23, 2007 at Reel/Frame 003487/0340 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

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

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) The first sentence of Section 3(g) of the Trademark Security Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

"On January 1 and July 1 of each calendar year, Debtor shall provide Secured Party with written notice of all applications for the registration of Trademarks which were filed with the United States Patent and Trademark Office during the immediately preceding six (6) calendar months and copies of all certificates of registration of Trademarks issued by the United States Patent and Trademark Office during the immediately preceding six (6) calendar months."

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks 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 Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional 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 Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional 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 Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

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

LANE BRYANT PURCHASING CORP.

By: _____

John J. Sullivan

Title: Vice President and Assistant Secretary

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Title: _____

Signature Page to Amendment No. 1 to Trademark Collateral Assignment and
Security Agreement - Lane Bryant Purchasing Corp.

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

LANE BRYANT PURCHASING CORPORATION

By: _____

Title: _____

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Title: Vice President

Signature Page to Amendment No. 1 to Trademark Collateral Assignment and
Security Agreement - Lane Bryant Purchasing Corp.

TRADEMARK
REEL: 003665 FRAME: 0820

EXHIBIT A
TO
AMENDMENT #1 TO TRADEMARK COLLATERAL ASSIGNMENT AND
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LANE BRYANT PURCHASING CORP.

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77068632	78792384	
77068622	78732678	
78946542	77227669	
77082798		
78703968		

(LANE BRYANT
PURCHASING CORP.)

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

- Intercompany License Agreements
- License Agreement with Charming Shoppes of Delaware, Inc. ("CSD") pursuant to which CSD will sublicense trademarks to DMSI, Inc.
- Trademark License Agreement dated August 20, 1993 between Brylane and Lane Bryant, Inc., as amended by Amendment No. 1 dated December 9, 1996, as amended by Amendment No. 2 dated February 18, 1998 and as amended by Amendment No. 3 dated July 9, 2001
- Electronic Media Trademark License Agreement dated August 23, 1993 between Brylane and Lane Bryant, Inc.
- Consumer Marketing Data Services Agreement dated September 1, 2000 between Alliance Data Systems and Lane Bryant, Inc.
- The Credit Card Processing Agreement dated as of January 31, 1996 between World Financial Network National Bank, Lane Bryant, Inc. and Sierra Nevada Factoring, Inc.
- The right of the Company and its Subsidiaries to use and enjoy licensed software and related copyrights is subject to the terms and conditions of such licenses.
- Sub-License Agreement between Al Tayer Trends, LLC and Lane Bryant Purchasing Corp. (being negotiated).