

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Talbots, Inc.		02/16/2012	CORPORATION: DELAWARE
The Talbots Group, Limited Partnership		02/16/2012	LIMITED PARTNERSHIP: MASSACHUSETTS
Talbots Classics Finance Company, Inc.		02/16/2012	CORPORATION: DELAWARE
Talbots Classics, Inc.		02/16/2012	CORPORATION: MASSACHUSETTS
Talbots Import, LLC		02/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
Birch Pond Realty Corporation		02/16/2012	CORPORATION: DELAWARE
Talbots (Canada), Inc.		02/16/2012	CORPORATION: DELAWARE
Talbots (Canada) Corporation		02/16/2012	A Nova Scotia, Canada corporation: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	401 Merritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85380026	TALBOTS

**CORRESPONDENCE DATA**

Fax Number: (617)341-7701  
 Phone: 617-341-7732  
 Email: mary.hurley@morganlewis.com

OP \$40.00 85380026

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Mary F Hurley  
Address Line 1: 225 Franklin Street  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	MP072461-102504-0007
NAME OF SUBMITTER:	Mary F Hurley
Signature:	/Mary F Hurley/
Date:	02/21/2012

**Total Attachments: 10**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of February 16, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to the Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among The Talbots, Inc., a Delaware corporation (the "Company"), The Talbots Group, Limited Partnership, a Massachusetts limited partnership (the "Talbots Group"), Talbots Classics Finance Company, Inc., a Delaware corporation ("Talbots Finance" and, together with the Company and the Talbots Group, collectively, the "Borrowers"), the Company, as Borrower Representative, the other Credit Parties party thereto, the Lenders and GE Capital, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

**WHEREAS**, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**Grantors:**

**THE TALBOTS, INC.**

By: Michael Scarpa  
Name: Michael Scarpa  
Title: Chief Operating Officer, Chief Financial Officer and Treasurer

**THE TALBOTS GROUP, LIMITED PARTNERSHIP**

By: Michael Scarpa  
Name: Michael Scarpa  
Title: Vice President and Treasurer

**TALBOTS CLASSICS FINANCE COMPANY, INC.**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

**TALBOTS CLASSICS, INC.**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

**TALBOTS IMPORT, LLC**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

**BIRCH POND REALTY CORPORATION**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**Grantors:**

**THE TALBOTS, INC.**

By: \_\_\_\_\_  
Name: Michael Scarpa  
Title: Chief Operating Officer, Chief Financial  
Officer and Treasurer

**THE TALBOTS GROUP, LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Name: Michael Scarpa  
Title: Vice President and Treasurer

**TALBOTS CLASSICS FINANCE  
COMPANY, INC.**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

**TALBOTS CLASSICS, INC.**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

**TALBOTS IMPORT, LLC**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

**BIRCH POND REALTY CORPORATION**

By: \_\_\_\_\_  
Name: Richard T. O'Connell, Jr.  
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**Grantors (cont'd):**


**TALBOTS (CANADA), INC.**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

**TALBOTS (CANADA) CORPORATION**

By: 

Name: Richard T. O'Connell, Jr.

Title: Vice President

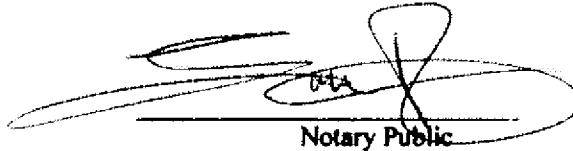
[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

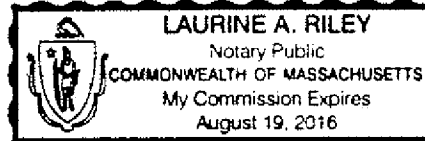
ACKNOWLEDGMENT OF GRANTOR

State of MASSACHUSETTS )  
County of Plymouth )

ss.

On this 15 day of February, 2012 before me personally appeared Michael Scarpa, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Talbots, Inc. and The Talbots Group, Limited Partnership, who being by me duly sworn did depose and say that he is an authorized officer of said corporation and limited partnership, that the said instrument was signed on behalf of said corporation and limited partnership as authorized by its Board of Directors or similar governing body and that he acknowledged said instrument to be the free act and deed of said corporation and limited partnership.

  
Notary Public



[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004720 FRAME: 0162



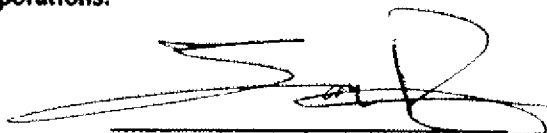
ACKNOWLEDGMENT OF GRANTOR

State of MASSACHUSETTS )

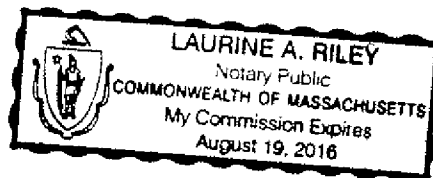
County of PLYMOUTH )

ss.

On this 15 day of February, 2012 before me personally appeared Richard T. O'Connell, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Talbots Classics Finance Company, Inc., Talbots Classics, Inc., Talbots Import, LLC, Birch Pond Realty Corporation, TALBOTS (CANADA), INC., and Talbots (Canada) Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.



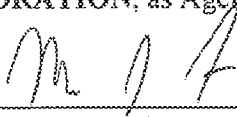
Notary Public



[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND AGREED**  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By:   
Name: Mark J. Forti  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS  
See attached.
2. TRADEMARK APPLICATIONS  
See attached.
3. IP LICENSES  
See attached.

**The Talbots Group, Limited Partnership\* - Exhibit IA**  
**Schedule of Active Trademarks Overview Report**

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 Date 15-Feb-2012

FILE NO.	COUNTRY	MARK	CLASS(ES)/GOODS/SERVICES	APPLN. NO.	REG. NO.	APPLN. DATE	REG. DATE	RENEWAL DATE	STATUS
071177.2066	United States of America	TALBOTS		85/380026		25-Jul-2011			Published

*In the name of The Talbots Inc.*

**Goods:** 14 Int.: Jewelry, costume jewelry, jewelry cases; wristwatches; watch bands; watch straps; watch cases; jewelry charms; buckles for watchstraps; medallions.

18 Int.: Leather bags; hand bags; clutch bags; cosmetic bags sold empty; belt bags; duffle bags; traveling bags; tote bags; beach bags; carry-all bags; carry-on bags; umbrellas; umbrella covers; wallets; coin purses; key cases; canvas shopping bags; unfitted vanity cases; leather shoulder straps; leather key cases; trappings of leather for bags; leather cases.

25 Int.: Women's clothing and accessories, namely, dresses, suits, blouses, shirts, knit tops, slacks, ties, jackets, sweaters, trousers, pants, jeans, swimwear, shorts, jumpers, blazers, suits, coats, raincoats, rainslickers, sport coats, vests, shoes, neckwear, socks, underwear, pajamas, robes, belts, hats, caps, gloves, scarves, jackets, skirts, anoraks, polo shirts; women's intimate apparel, namely, hosiery, nightgowns, pajamas, robes and lounge wear.

35 Int.: Retail store services and mail order catalog services in the field of women's clothing and accessories; online retail store services featuring women's clothing and accessories; retail department store services and mail order services in the field women's apparel and accessories.