

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/16/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	David's Bridal, Inc.		
Street Address:	1001 Washington Street		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	02108		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3175879	US ANGELS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	208816		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

Date:

05/21/2012

Total Attachments: 5

source=5-17-12 BOA-Davids Bridal-TM#page1.tif

source=5-17-12 BOA-Davids Bridal-TM#page2.tif

source=5-17-12 BOA-Davids Bridal-TM#page3.tif

source=5-17-12 BOA-Davids Bridal-TM#page4.tif

source=5-17-12 BOA-Davids Bridal-TM#page5.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: David's Bridal, Inc.

Internal _____

Address: _____

Street Address: 1001 Washington Street

City: Conshohocken

State: PA

Country: USA Zip: 02108

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship FL
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 16, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other Partial Termination and Release

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

See Attached Schedule A

B. Trademark Registration No. (s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

May 17, 2012

Date

Lisa A. Cobbett

Name of Person Signing

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

5

**PARTIAL TERMINATION AND RELEASE
OF SECURITY INTEREST IN IP COLLATERAL**

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN IP COLLATERAL (this "Partial Termination and Release"), dated as of May 16, 2012, from BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and for the benefit of the Credit Parties (as defined in the Credit Agreement referred to below), to DAVID'S BRIDAL, INC., a Florida corporation (the "Borrower"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

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 other parties thereto, (i) Borrower, (ii) Collateral Agent, as administrative agent and as collateral agent, and (iii) the Lenders (as defined therein) from time to time party thereto;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain affiliates of the Borrower (together with the Borrower, individually, a "Grantor", and collectively, the "Grantors") executed and delivered that certain Intellectual Property Security Agreement, dated as of January 31, 2007, in favor of the Collateral Agent (as amended, modified, supplemented or restated from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors (i) granted to the Collateral Agent, for its own benefit and for the benefit of the Credit Parties, a lien on and security interest in, all of the Grantors' right, title, and interest, whether then owned or existing or thereafter created, acquired or arising, in and to the IP Collateral (as defined in the Security Agreement) (the "Security Interest"), and (ii) acknowledged and agreed that the Collateral Agent had and should continue to have for its own benefit and for the benefit of the Credit Parties a continuing Security Interest in all of the Grantors' right, title, and interest, whether then owned or existing or thereafter created, acquired or arising, in and to the IP Collateral;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003478, Frame 0949 on January 31, 2007; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral expressly identified in Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the IP Collateral expressly identified in Schedule A and any right, title or interest of the Collateral Agent in or to

such IP Collateral shall hereby cease and become void. Nothing herein shall be deemed to constitute a release or discharge of the Collateral Agent's Security Interest in any IP Collateral not expressly identified in Schedule A, which Security Interest remains in full force and effect as of the date hereof.

SECTION 2. Further Assurances. At the sole cost and expense of the Grantors, the Collateral Agent shall (i) execute and deliver to the Grantors all further releases and other documents (including without limitation Uniform Commercial Code amendment statements), each in form and substance reasonably satisfactory to the Collateral Agent, and (ii) take all other actions reasonably requested by Grantors, in each case of clauses (i) and (ii), to further evidence the release of the Security Interest in the IP Collateral expressly identified in Schedule A.

SECTION 3. Recordation. The Collateral Agent authorizes (i) the recordation of this Partial Termination and Release with the United States Patent and Trademark Office, and (ii) the filing of Uniform Commercial Code amendment statements and the filing or recording of any other document or instrument necessary to place on record the termination and release of the Collateral Agent's Security Interest in the IP Collateral expressly identified in Schedule A, to the extent such amendment statements and other documents or instruments are requested in accordance with and otherwise comply with the provisions of Section 2 hereof.

SECTION 4. Governing Law. This Partial Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

Bank of America, N.A.
as Collateral Agent

By: 

Name: *Andrew Cerussl*
Title: *Senior Vice President*

SCHEDULE A

Owner	Country	Status	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
DBD, Inc.	United States	Registered	US ANGELS 	76647555	9/28/2005	3175879	11/28/2006

1438445.2

NY2550201.2