

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		06/14/2012	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHARMING DIRECT, INC.		
Street Address:	1105 NORTH MARKET STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4073841	STYLE YOUR WAY	
Registration Number:	4155751	FASHION GENIUS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	37999		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$65.00 4073841

Signature:	/pja/
Date:	07/06/2012
Total Attachments: 5 source=37999#page1.tif source=37999#page2.tif source=37999#page3.tif source=37999#page4.tif source=37999#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):

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT

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

Citizenship (see guidelines) UNITED STATES

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JUNE 14, 2012

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CHARMING DIRECT, INC.

Internal Address: _____

Street Address: 1105 NORTH MARKET STREET

City: WILMINGTON

State: DELAWARE

Country: USA Zip: 19810

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship DELAWARE

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)

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

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

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: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

2

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

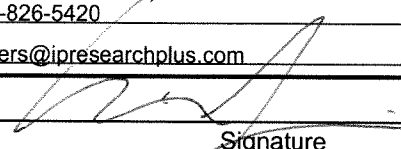
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

JUNE 28, 2012

Date

ERIC SPIERER

Name of Person Signing

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

5

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made the 14th day of June, 2012, by and between Wells Fargo Bank, National Association, a national banking association, with an address of One Boston Place, 18th Floor, Boston MA 02108, in its capacity as agent for and on behalf of the lenders (in such capacity, "Agent") under the Fourth Amended and Restated Loan and Security Agreement dated July 14, 2011 (the "Loan Agreement"), by and among Charming Shoppes, Inc., a Pennsylvania corporation, certain of its subsidiaries party thereto, the lenders party thereto (the "Lenders"), Agent, and certain other parties thereto, in favor of Charming Direct, Inc., a Delaware corporation with an address of 1105 North Market Street, Wilmington, Delaware 19801 ("Debtor").

RECITALS

A. Debtor is the owner of certain trademarks (collectively, the "Trademarks"), including but not limited to the trademarks and corresponding registrations and applications therefor listed on the attached Schedule A (collectively, the "Scheduled Trademarks"); and

B. Pursuant to Section 5.1 of the Loan Agreement and the Trademark Collateral Assignment and Security Agreement, dated as of July 14, 2011 (the "Trademark Agreement"), between Debtor and Agent, which was recorded with the United States Patent and Trademark Office ("USPTO") on October 19, 2011 at Reel Number 4645, Frame number 0558 (the "Recording"), Debtor granted a security interest in the Trademarks (including the Scheduled Trademarks) to Agent; and

C. In connection with the termination of the Loan Agreement on the date hereof, Debtor has requested that Agent release all of its right, title, and interest in and to the Trademarks.

AGREEMENT

Accordingly, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby release any and all right, title, and interest (including all security interests) it may have in and to the Trademarks (including the applications and registrations therefor and the goodwill associated therewith) pursuant to the Loan Agreement, the Trademark Agreement, the Recording, or otherwise.

Agent will execute such other documents and instruments, and take other such actions (at the expense of Debtor) as Debtor may reasonably request to evidence this termination and release and the release of any security interest Agent may have in and to the Trademarks.

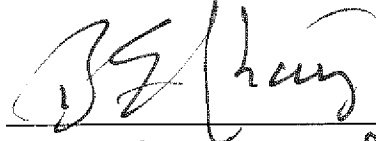
CHARMING DIRECT, INC.

By: _____

Printed Name: _____

Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS AGENT

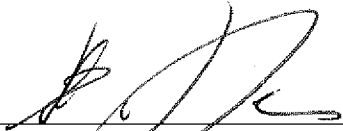
By:  _____

Printed Name: Brent E. Shay

Title: Director

CHARMING DIRECT, INC.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS AGENT

By:  _____

Printed Name: EDWIN D. STERN

Title: VICE PRESIDENT

By: _____

Printed Name: _____

Title: _____

Schedule A

Mark

S.N. / Reg. No.

STYLE YOUR WAY

4,073,841

FASHION GENIUS

4,155,751