

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASCENA RETAIL GROUP, INC.		03/28/2013	CORPORATION: DELAWARE
TWEEN BRANDS INVESTMENT LLC		03/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
LANE BRYANT PURCHASING CORP.		03/28/2013	CORPORATION: OHIO
CATHERINES OF CALIFORNIA		03/28/2013	CORPORATION: CALIFORNIA
FIGI'S INC.		03/28/2013	CORPORATION: WISCONSIN
MAURICES INCORPORATED		03/28/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	270 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4234053	JUSTICE
Registration Number:	4249562	JUSTICE
Registration Number:	4237687	JUSTICE
Registration Number:	4296409	GENIUS FIT
Registration Number:	4231097	WE FIT YOU BEAUTIFULLY
Registration Number:	4231095	MOO MIX
Registration Number:	4231096	MOO MIX MMM... MOO-VELOUS!
Registration Number:	4298828	RUNWAY GLAM
Registration Number:	4231098	CATHERINES. WE FIT YOU BEAUTIFULLY.

**TRADEMARK**

Serial Number:	85772618	ASCENA GLOBAL SOURCING
Serial Number:	85637378	PAVÉ
Serial Number:	85834308	STYLE MY ROOM
Serial Number:	85834310	STYLE MY ROOM
Serial Number:	85785849	TECHTASTIC
Serial Number:	85777958	LANE COLLECTION
Serial Number:	85777944	LANE COLLECTION

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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:	CRS1-38541
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/10/2013

Total Attachments: 9  
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TRADEMARK SECURITY AGREEMENT dated as of March 28, 2013 (this "Agreement"), among Ascena Retail Group, Inc., a Delaware corporation (the "Company"), the other Loan Parties from time to time party hereto (each a "Grantor" and, collectively, the "Grantors"), and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of January 3, 2011, as further amended and restated as of June 14, 2012, and as further amended and restated as of March 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among the Company, the Borrowing Subsidiaries party thereto (together with the Company, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Pledge and Security Agreement dated as of June 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Restated Security Agreement"), among the Borrowers, the subsidiaries of the Company listed on the signature pages thereof or from time to time party thereto and JPMCB, as Administrative Agent, for the benefit of the Lender Parties. The Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Amended and Restated Credit Agreement. The obligations of the Lenders to extend such credit are conditioned on, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Amended and Restated Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended and Restated Credit Agreement or the Restated Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended and Restated Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Restated Security Agreement did and hereby does assign and pledge to the Administrative Agent, its successors and assigns, for the benefit of the Lender Parties, and did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Lender Parties, a security interest in, all right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles

of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I,

- (b) all goodwill associated therewith or symbolized thereby and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Restated Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Restated Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Restated Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Restated Security Agreement, the terms of the Restated Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASCENA RETAIL GROUP, INC.,

by \_\_\_\_\_  
Name: Gene Wexler  
Title: Senior Vice President

LANE BRYANT PURCHASING CORP.

by \_\_\_\_\_  
Name: Eric M. Specter  
Title: Vice President

MAURICES INCORPORATED,

by \_\_\_\_\_  
Name: Gene Wexler  
Title: Senior Vice President

TWEEN BRANDS INVESTMENT, LLC,

by \_\_\_\_\_  
Name: Gene Wexler  
Title: Secretary

CATHERINES OF CALIFORNIA

by \_\_\_\_\_  
Name: Colin D. Stern  
Title: Vice President

FIGI'S INC.

by \_\_\_\_\_  
Name: Colin D. Stern  
Title: Secretary

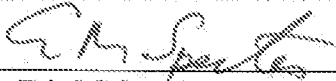
*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASCENA RETAIL GROUP, INC.,

by \_\_\_\_\_  
Name: Gene Wexler  
Title: Senior Vice President

LANE BRYANT PURCHASING CORP.,

by  \_\_\_\_\_  
Name: Eric M. Specter  
Title: Vice President

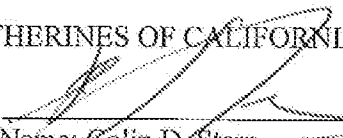
MAURICES INCORPORATED,

by \_\_\_\_\_  
Name: Gene Wexler  
Title: Senior Vice President

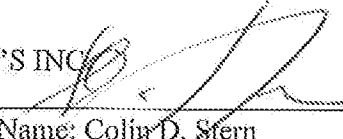
TWEEN BRANDS INVESTMENT, LLC,

by \_\_\_\_\_  
Name: Gene Wexler  
Title: Secretary

CATHERINES OF CALIFORNIA

by  \_\_\_\_\_  
Name: Colin D. Stern  
Title: Vice President

FIGI'S INC.

by  \_\_\_\_\_  
Name: Colin D. Stern  
Title: Secretary

*[Signature Page to Trademark Security Agreement]*

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

*Donna DiForio*

Name:

Donna DiForio

Title:

Authorized Officer

*[Signature Page to Trademark Security Agreement]*

[[340005.5]]

**TRADEMARK**  
**REEL: 005002 FRAME: 0851**

SCHEDULE I

*Trademarks*

REGISTERED OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION
Tween Brands Investment LLC	Justice	4234053	10/30/12	10/30/22
Tween Brands Investment LLC	Justice	4249562	11/27/12	11/27/22
Tween Brands Investment LLC	Justice	4237687	11/6/12	11/6/22
Lane Bryant Purchasing Corp.	Genius Fit	4296409	2/26/2013	2/26/23
Catherines of California	We Fit You Beautifully	4231097	10/23/12	10/23/22
Figi's Inc.	Moo Mix (words and design)	4231095	10/23/12	10/23/22
Figi's Inc.	Moo Mix Mmm...Moo-velous! (words and design)	4231096	10/23/12	10/23/22
Lane Bryant Purchasing Corp	Runway Glam	4298828	3/5/13	3/5/23
Catherines of California	Catherines. We Fit You Beautifully	4231098	10/23/12	10/23/22

*Trademark Applications*

REGISTERED OWNER	MARK	APPLICATION NUMBER	FILING DATE
Ascena Retail Group, Inc.	Ascena Global Sourcing	85-772618	11/6/12
Maurices Incorporated	Pave'	85-637378	5/29/12
Tween Brands Investment, LLC	Style My Room	85-834308	1/28/13



Tween Brands Investment, LLC	Style My Room	85-834310	1/28/13
Tween Brands Investment, LLC	Techtastic	85-785849	11/21/12
Lane Bryant Purchasing Corp.	Lane Collection	85-777958	11/13/12
Lane Bryant Purchasing Corp.	Lane Collection	85-777944	11/13/12

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