

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE DRESS BARN, INC.		12/09/2013	CORPORATION: CONNECTICUT
LANE BRYANT PURCHASING CORP.		12/09/2013	CORPORATION: OHIO
MAURICES INCORPORATED		12/09/2013	CORPORATION: DELAWARE
TWEEN BRANDS INVESTMENT, LLC		12/09/2013	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4309177	BRA6
Registration Number:	4317197	
Registration Number:	4317198	
Registration Number:	4317209	TWEEN BRANDS
Registration Number:	4317210	TWEENBRANDS
Registration Number:	4309194	04
Registration Number:	4310734	ROZ&ALI
Registration Number:	4404860	BROTHERS
Serial Number:	86019738	PLAYFORMANCE
Serial Number:	86019954	HAPPILY REWARDED

OP \$390.00 4309177

Serial Number:	86033559	M
Serial Number:	86033562	B
Serial Number:	86033564	B
Serial Number:	86033567	B
Serial Number:	86035218	INSIDE VOICE

**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: 3016380511

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:**

CRS1-39123

**NAME OF SUBMITTER:**

Penelope J.A. Agodoa

**Signature:**

PENELOPE/J./A./AGODOA

**Date:**

12/19/2013

**Total Attachments: 6**

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ADDITIONAL CONVEYING PARTIES

LANE BRYANT PURCHASING CORP., AN OHIO CORPORATION

MAURICES INCORPORATED, A DELAWARE CORPORATION

TWEEN BRANDS INVESTMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY

TRADEMARK SECURITY AGREEMENT dated as of December 9, 2013 (this "Agreement"), among the Loan Parties 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 Ascena Retail Group, Inc., a Delaware corporation (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.

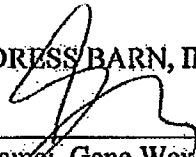
SECTION 3. Restated Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Restated Security Agreement. Each Grantor hereby acknowledges and 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.

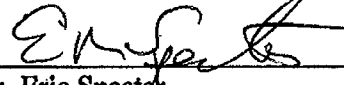
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature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

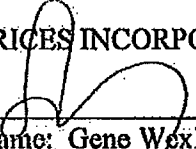
SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.


[Signature Pages to Follow]

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

THE DRESS BARN, INC.,  
by   
Name: Gene Wexler  
Title: Senior Vice President

LANE BRYANT PURCHASING CORP.,  
by   
Name: Eric Specter  
Title: Vice President

MAURICES INCORPORATED,  
by   
Name: Gene Wexler  
Title: Senior Vice President

TWEEN BRANDS INVESTMENT, LLC,  
by   
Name: Gene Wexler  
Title: Secretary

*[Signature Page to Trademark Security Agreement]*

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TRADEMARK  
REEL: 005178 FRAME: 0441

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

by

*Donna DiFório*

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Name: Donna DiFório  
Title: Authorized Officer

*[Signature Page to Trademark Security Agreement]*

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**TRADEMARK**  
**REEL: 005178 FRAME: 0442**

SCHEDULE I

*Trademarks*

Registered Owner	Mark	Application Number	Registration Number	Registration Date	Expiration
Lane Bryant Purchasing Corp.	Bra6	85-723218	4309177	3/26/2013	3/26/2023
Tween Brands Investment, LLC	Miscellaneous Design	85-730340	4317197	4/9/2013	4/9/2023
Tween Brands Investment, LLC	Miscellaneous Design	85-730364	4317198	4/9/2013	4/9/2023
Tween Brands Investment, LLC	Tween Brands	85-732509	4317209	4/9/2013	4/9/2023
Tween Brands Investment, LLC	Tween Brands (Stylized)	85-732510	4317210	4/9/2013	4/9/2023
Tween Brands Investment, LLC	04	85-732802	4309194	3/26/2013	3/26/2023
The Dress Barn, Inc.	Roz&Ali	85-978476	4310734	3/26/2013	3/26/2023
Tween Brands Investment, LLC	Brothers	85-979919	4404860	9/17/2013	9/17/2023

*Trademark Applications*

Registered Owner	Mark	Application Number	Filing Date
Tween Brands Investment, LLC	Playformance	86-019738	7/25/2013
Maurices Incorporated	Happily Rewarded	86-019954	7/25/2013
Maurices Incorporated	M and Design	86-033559	8/9/2013
Tween Brands Investment, LLC	B*	86-033562	8/9/2013
Tween Brands Investment, LLC	B*	86-033564	8/9/2013
Tween Brands Investment, LLC	B*	86-033567	8/9/2013
Maurices Incorporated	Inside Voice	86-035218	8/12/2013