

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Talbots Group, Limited Partnership		03/19/2014	LIMITED PARTNERSHIP: MASSACHUSETTS
The Talbots, Inc.		03/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	One Independence Center		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1114694		
<b>Registration Number:</b>	1771987		
<b>Registration Number:</b>	1711809	TALBOTS KIDS	
<b>Registration Number:</b>	1720913	TALBOTS IS THE CLASSICS	
<b>Registration Number:</b>	1826424	TALBOTS PETITES	
<b>Registration Number:</b>	2297384	TALBOTS	
<b>Registration Number:</b>	2311088	TALBOTS COLLECTION	
<b>Registration Number:</b>	2692953	CLASSIC AWARDS	
<b>Registration Number:</b>	2692954	TALBOTS CLASSIC AWARDS	
<b>Registration Number:</b>	2790627	TALBOTS	
<b>Registration Number:</b>	2894484	TALBOTS INTIMATES	
<b>Registration Number:</b>	3052114		
<b>Registration Number:</b>	3289157	T	
<b>Registration Number:</b>	3542811	SEE RED	
<b>Registration Number:</b>	3582798	THRILL OF THE HUNT CLUB	
<b>Registration Number:</b>	3870932	TALBOTS ESTABLISHED 1947	
<b>Registration Number:</b>	4132181	EVERY WOMAN, EVERY SIZE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4168221	
Serial Number:	77601814	T
Registration Number:	3755851	CLASSIC AWARDS PLATINUM
Registration Number:	3706765	CLASSIC AWARDS RED
Registration Number:	3829069	CLASSIC AWARDS BLACK
Registration Number:	3904857	TRADITION TRANSFORMED
Registration Number:	3776133	RED CHAIR CONFESSIONS
Serial Number:	86204445	BEACON HILL COLLECTION
Registration Number:	3046053	WHAT KIND OF CLASSIC ARE YOU?
Registration Number:	3079412	TALBOTS COLLECTION PETITES
Registration Number:	3119743	TALBOTS WOMAN PETITES
Registration Number:	4118271	TALBOTS
Serial Number:	85675124	1-800-KIDS-123
Serial Number:	85864612	
Serial Number:	85864606	
Serial Number:	85979571	

#### CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 2023704761

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F148963
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	03/19/2014

#### Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated March 19, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the First Lien Term Loan Credit Agreement, dated as of March 19, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among The Talbots, Inc., TLB Holdings LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain First Lien Term Loan Security Agreement dated March 19, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

THE TALBOTS, INC., Grantor


By: Mary Lynn Phillips  
Name: Mary Lynn Phillips  
Title: Chief Financial Officer

THE TALBOTS GROUP, LIMITED  
PARTNERSHIP, Grantor

By: Mary Lynn Phillips  
Name: Mary Lynn Phillips  
Title: Chief Financial Officer and Treasurer

*[Signature Page to First Lien Trademark Security Agreement]*

BANK OF AMERICA, N.A. as Collateral  
Agent

By:   
Name: Judy D. Payne  
Title: Vice President

*[Signature Page to First Lien Trademark Security Agreement]*

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>	
Door Design	1114694	3/6/1979	1
RED DOOR Design	1771987	5/18/1993	2
TALBOTS KIDS & Design	1711809	9/1/1992	3
TALBOTS IS THE CLASSICS	1720913	9/29/1992	4
TALBOTS PETITES & Design	1826424	3/15/1994	5
TALBOTS (Stylized)	2297384	12/7/1999	6
TALBOTS COLLECTION	2311088	1/25/2000	7
CLASSIC AWARDS	2692953	3/4/2003	8
TALBOTS CLASSIC AWARDS	2692954	3/4/2003	9
TALBOTS (Stylized) & Oval Design	2790627	12/9/2003	10
TALBOTS INTIMATES & Design	2894484	10/19/2004	11
RED DOOR Design	3052114	1/31/2006	12
T Logo (SIGNATURE)	3289157	9/4/2007	13
SEE RED	3542811	12/9/2008	14
THRILL OF THE HUNT CLUB	3582798	3/3/2009	15
TALBOTS ESTABLISHED 1947 Logo	3870932	11/2/2010	16
EVERY WOMAN, EVERY SIZE	4132181	4/24/2012	17
DOOR Design (New)	4168221	7/3/2012	18
T Design (new)	Application #: 77/601814	10/28/2008	19
CLASSIC AWARDS PLATINUM	3755851	3/2/2010	20
CLASSIC AWARDS RED	3706765	11/3/2009	21
CLASSIC AWARDS BLACK	3829069	8/3/2010	22
TRADITION TRANSFORMED	3904857	1/11/2011	23
RED CHAIR CONFESSIONS	3776133	4/13/2010	24
BEACON HILL COLLECTION	Application #: 86/204445	2/26/2014	25

WHAT KIND OF CLASSIC ARE YOU	3046053	1/17/2006	26
TALBOTS COLLECTION PETITES	3079412	4/11/2006	27
TALBOTS WOMAN PETITES	3119743	7/25/2006	28
TALBOTS (Block Letters)	4118271	3/27/2012	29
1-800-KIDS-123	Application #: 85/675124	7/12/2012	30
DRAGONFLY Design (Stylized White and Black)	Application #: 85/864612	3/1/2013	31
DRAGONFLY Design (Stylized Shadowed)	Application #: 85/864606	3/1/2013	31
DRAGONFLY Design (Stylized White and Black)	Application #: 85/979571	3/1/2013	33

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