

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE DRESS BARN, INC.		04/04/2014	CORPORATION: CONNECTICUT
LANE BRYANT PURCHASING CORP.		04/04/2014	CORPORATION: OHIO
MAURICES INCORPORATED		04/04/2014	CORPORATION: DELAWARE
TWEEN BRANDS INVESTMENT, LLC		04/04/2014	LIMITED LIABILITY COMPANY: OHIO
CATHERINES OF CALIFORNIA, INC.		04/04/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4422323	AMIA	
<b>Registration Number:</b>	4483297	FRIENDS MAKE LIFE SWEETER	
<b>Registration Number:</b>	4448416	LANE BRYANT	
<b>Registration Number:</b>	4456033	ANYWEAR BY CATHERINES	
<b>Registration Number:</b>	4444804	SHAPE BY CACIQUE	
<b>Registration Number:</b>	4444805	SPORT BY CACIQUE	
<b>Registration Number:</b>	4444806	SWIM BY CACIQUE	
<b>Registration Number:</b>	4483732	STYLE MY ROOM	
<b>Registration Number:</b>	4469079	STYLE MY ROOM	
<b>Serial Number:</b>	86104651	6TH & LANE	
<b>Serial Number:</b>	86104654	LIGNE 581	
<b>Serial Number:</b>	86104658	6TH & LANE	
<b>Serial Number:</b>	86104661	LIGNE 581	
<b>TRADEMARK</b>			

OP \$640.00 4422323

Property Type	Number	Word Mark
Serial Number:	86104666	6TH & LANE
Serial Number:	86104670	LIGNE 581
Serial Number:	86107698	6TH & LANE
Serial Number:	86107739	LIGNE 581
Serial Number:	86167786	LOCKER STARZ
Serial Number:	86188942	COCOS SWIM
Serial Number:	86196795	BRIGHTFLY
Serial Number:	86156043	DRESSBAR
Serial Number:	86165093	DRESSBAR
Serial Number:	86165088	DRESSBAR
Serial Number:	86165084	DRESSBAR
Serial Number:	86165082	DRESSBAR

#### 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

<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39368
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	04/07/2014

#### Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of April 4, 2014 (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: John Lee

Title: Vice President

MAURICES INCORPORATED,

by 

Name: Gene Wexler

Title: Senior Vice President

TWEEN BRANDS INVESTMENT, LLC,

by 

Name: Gene Wexler

Title: President

CATHERINES OF CALIFORNIA, INC.,

by \_\_\_\_\_

Name: John Lee

Title: Vice President

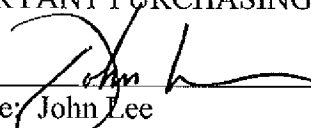
*[Signature Page to Trademark Security Agreement]*

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

THE DRESS BARN, INC.,

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

LANE BRYANT PURCHASING CORP.,

by  \_\_\_\_\_  
Name: John Lee  
Title: Vice President

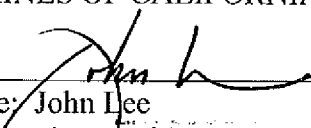
MAURICES INCORPORATED,

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

TWEEN BRANDS INVESTMENT, LLC,

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

CATHERINES OF CALIFORNIA, INC.,

by  \_\_\_\_\_  
Name: John Lee  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

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

by



Name: Donna DiForio

Title: Authorized Officer

*[Signature Page to Trademark Security Agreement]*

[[3462489]]

**TRADEMARK**  
**REEL: 005253 FRAME: 0862**

# SCHEDULE I

## *Trademarks*

Registered Owner	Mark	Application Number	Registration Number	Registration Date	Expiration
Maurices, Incorporated	AMIA	85-304013	4422323	10/22/2013	10/22/2023
Tween Brands Investment, LLC	FRIENDS MAKE LIFE SWEETER	85-488582	4483297	02/18/2014	02/18/2024
Lane Bryant Purchasing Corp.	LANE BRYANT (Stylized)	85-559016	4448416	12/10/2013	12/10/2023
Catherines of California, Inc.	ANYWEAR BY CATHERINES	85-692193	4456033	12/24/2013	12/24/2023
Lane Bryant Purchasing Corp.	SHAPE BY CACIQUE	85-695914	4444804	12/03/2013	12/03/2023
Lane Bryant Purchasing Corp.	SPORT BY CACIQUE	85-695915	4444805	12/03/2013	12/03/2023
Lane Bryant Purchasing Corp.	SWIM BY CACIQUE	85-695918	4444806	12/03/2013	12/03/2023
Tween Brands Investment, LLC	STYLE MY ROOM	85-834308	4483732	02/18/2014	02/18/2024
Tween Brands Investment, LLC	STYLE MY ROOM	85-834310	4469079	01/21/2014	01/21/2024



### *Trademark Applications*

Registered Owner	Mark	Application Number	Filing Date
Lane Bryant Purchasing Corp.	6 <sup>TH</sup> &LANE	86-104651	10/29/2013
Lane Bryant Purchasing Corp.	LIGNE 581	86-104654	10/29/2013
Lane Bryant Purchasing Corp.	6 <sup>TH</sup> & LANE	86-104658	10/29/2013
Lane Bryant Purchasing Corp.	LIGNE 581	86-104661	10/29/2013
Lane Bryant Purchasing Corp.	6 <sup>th</sup> & LANE	86-104666	10/29/2013
Lane Bryant Purchasing Corp.	LIGNE 581	86-104670	10/29/2013
Lane Bryant Purchasing Corp.	6 <sup>TH</sup> &LANE	86-107698	11/01/2013
Lane Bryant Purchasing Corp.	LIGNE 581	86-107739	11/01/2013
Tween Brands Investment, LLC	LOCKER STARZ	86-167786	01/16/2014
Lane Bryant Purchasing Corp.	COCOS SWIM	86-188942	02/10/2014
Lane Bryant Purchasing Corp.	BRIGHTFLY	86-196795	02/18/2014
The Dress Bam, Inc.	DRESSBAR	86-156043	01/02/2014
The Dress Bam, Inc.	DRESSBAR	86-165093	01/14/2014
The Dress Bam, Inc.	DRESSBAR	86-165088	01/14/2014
The Dress Bam, Inc.	DRESSBAR	86-165084	01/14/2014
The Dress Bam, Inc.	DRESSBAR	86-165082	01/14/2014