

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338785

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE DRESSBARN, INC.		04/06/2015	CORPORATION: CONNECTICUT
LANE BRYANT PURCHASING CORP.		04/06/2015	CORPORATION: OHIO
MAURICES INCORPORATED		04/06/2015	CORPORATION: DELAWARE
TWEEN BRANDS INVESTMENT, LLC		04/06/2015	LIMITED LIABILITY COMPANY: OHIO

## 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>	BANK: UNITED STATES

## PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
<b>Registration Number:</b>	4617791	BROTHERS
<b>Registration Number:</b>	4505821	BE TRUE TO YOUR HEART
<b>Registration Number:</b>	4505822	LIFE IS BETTER WITH FRIENDS
<b>Registration Number:</b>	4498535	MAKE PEACE HAPPEN
<b>Registration Number:</b>	4498536	BELIEVE IN PEACE
<b>Registration Number:</b>	4629018	BE HAPPY
<b>Registration Number:</b>	4562166	JUSTICE & BROTHERS
<b>Registration Number:</b>	4515668	TECHTASTIC
<b>Registration Number:</b>	4642184	B
<b>Registration Number:</b>	4499798	M
<b>Registration Number:</b>	4689624	6TH & LANE
<b>Registration Number:</b>	4671741	I AM REAL
<b>Registration Number:</b>	4656323	JUSTICE 04
<b>Serial Number:</b>	86210324	BRIGHTFLY

OP \$1315.00 4617791

Property Type	Number	Word Mark
Serial Number:	86210327	BRIGHTFLY
Serial Number:	86210331	BRIGHTFLY
Serial Number:	86210438	LIVI
Serial Number:	86244676	THE "IT" FIT
Serial Number:	86278209	
Serial Number:	86278212	
Serial Number:	86278214	
Serial Number:	86278219	M
Serial Number:	86278221	M
Serial Number:	86278223	M
Serial Number:	86244680	DB
Serial Number:	86244685	DB
Serial Number:	86244686	DB
Serial Number:	86244689	DB
Serial Number:	86275460	DB SUNDAY
Serial Number:	86275465	DB DOLLARS
Serial Number:	86275466	FABYOULOUS
Serial Number:	86275467	FABYOULOUS
Serial Number:	86275469	BEYOUTIFUL
Serial Number:	86275473	BEYOUTIFUL
Serial Number:	86275478	FABYOULOUS
Serial Number:	86278155	FABYOULOUS
Serial Number:	86429900	JUST LIKE ME
Serial Number:	86278406	DB RSVP
Serial Number:	86279704	BECAUSE
Serial Number:	86304851	CONTROL TECH
Serial Number:	86304852	BODY CONFIDENTIAL
Serial Number:	86304854	THE PANT PRINCIPLE
Serial Number:	86309714	MAURICES INMOTION
Serial Number:	86309715	MAURICES INMOTION
Serial Number:	86309716	MAURICES INMOTION
Serial Number:	86429993	INSIDE LANE
Serial Number:	86474144	LANE STYLE
Serial Number:	86474148	LANE STYLE
Serial Number:	86488379	WEAR A DRESS. CHANGE THE WORLD.
Serial Number:	86497619	DB PERKS
Serial Number:	86497696	DRESSBARN EST. 1962
Serial Number:	86499301	WESTPORT 1962

**CORRESPONDENCE DATA****Fax Number:** 8668265420*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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>	CRS1-40061
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	04/20/2015

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT dated as of April 6, 2015 (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 amended and restated as of June 14, 2012, as amended and restated as of March 13, 2013, and as amended December 19, 2013 (as further 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 and as amended as of March 13, 2013 (as further 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.

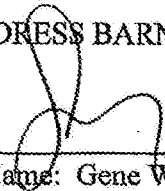
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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.

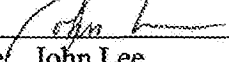
[Signature Pages to Follow]

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

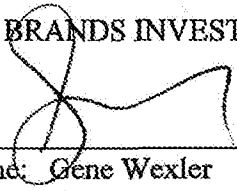
LANE BRYANT PURCHASING CORP.,

by   
Name: John Lee  
Title: Vice President and Secretary

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]*

[[NYCORP:352492492]]

TRADEMARK  
REEL: 005501 FRAME: 0032

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

by

*Donna DiForio*

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Name: Donna DiForio  
Title: Authorized Officer

*[Signature Page to Trademark Security Agreement]*

[[NYCORP:3534924v2:3160W: 03/26/2015--02:29 PM]]

**TRADEMARK**  
**REEL: 005501 FRAME: 0033**

SCHEDULE I

*Trademarks*

REGISTERED OWNER	MARK	COUNTRY	APP. NUMBER	REG. NUMBER	REG. DATE	EXPIRATION
Tween Brands Investment, LLC	BROTHERS	US	85-108155	4617791	10/07/2014	10/07/2024
Tween Brands Investment, LLC	BE TRUE TO YOUR HEART	US	85-488587	4505821	04/01/2014	04/01/2024
Tween Brands Investment, LLC	LIFE IS BETTER WITH FRIENDS	US	85-488589	4505822	04/01/2014	04/01/2024
Tween Brands Investment, LLC	MAKE PEACE HAPPEN	US	85-488591	4498535	03/18/2014	03/18/2024
Tween Brands Investment, LLC	BELIEVE IN PEACE	US	85-488594	4498536	03/18/2014	03/18/2024
Tween Brands Investment, LLC	BE HAPPY	US	85-495110	4629018	10/28/2014	10/28/2024
Tween Brands Investment, LLC	JUSTICE & BROTHERS	US	85-692199	4562166	07/08/2014	07/08/2024
Tween Brands Investment, LLC	TECHTASTIC	US	85-785849	4515668	04/15/2014	04/15/2024
Tween Brands Investment, LLC	B*	US	86-033562	4642184	11/18/2014	11/18/2024
Maurices Incorporated	M	US	86-033559	4499798	03/18/2014	03/18/2024
Lane Bryant Purchasing Corp.	6 <sup>TH</sup> & LANE	US	86-104651	4689624	02/17/2015	02/17/2025
Maurices Incorporated	I AM REAL	US	86-312039	4671741	01/13/2015	01/13/2025



REGISTERED OWNER	MARK	COUNTRY	APP. NUMBER	REG. NUMBER	REG. DATE	EXPIRATION
Tween Brands Investment, LLC	JUSTICE 04'	US	86-278216	4656323	12/16/2014	12/16/2024

*Trademark Applications*

REGISTERED OWNER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
Lane Bryant Purchasing Corp.	BRIGHTFLY	US	86-210324	03/04/2014
Lane Bryant Purchasing Corp.	BRIGHTFLY	US	86-210327	03/04/2014
Lane Bryant Purchasing Corp.	BRIGHTFLY	US	86-210331	03/04/2014
Lane Bryant Purchasing Corp.	LIVI	US	86-210438	03/04/2014
Maurices, Incorporated	THE "IT" FIT	US	86-244676	04/07/2014
Maurices Incorporated	Miscellaneous Design (Lotus)	US	86-278209	05/12/2014
Maurices Incorporated	Miscellaneous Design (Lotus)	US	86-278212	05/12/2014
Maurices Incorporated	Miscellaneous Design (Lotus)	US	86-278214	05/12/2014
Maurices Incorporated	M (and design)	US	86-278219	05/12/2014
Maurices Incorporated	M (and design)	US	86-278221	05/12/2014
Maurices Incorporated	M (and design)	US	86-278223	05/12/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244680	04/07/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244685	04/07/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244686	04/07/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244689	04/07/2014

REGISTERED OWNER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
The Dress Barn, Inc.	DB SUNDAY	US	86-275460	05/08/2014
The Dress Barn, Inc.	DB DOLLARS	US	86-275465	05/08/2014
Tween Brands Investment, LLC	FABYOULOUS	US	86-275466	05/08/2014
Tween Brands, Investment, LLC	FABYOULOUS	US	86-275467	05/08/2014
Tween Brands Investment, LLC	BEYOUTIFUL	US	86-275469	05/08/2014
Tween Brands Investment, LLC	BEYOUTIFUL	US	86-275473	05/08/2014
Tween Brands Investment, LLC	FABYOULOUS	US	86-275478	05/08/2014
Tween Brands Investment, LLC	FABYOULOUS	US	86-278155	05/12/2014
Tween Brands Investment, LLC	JUST LIKE ME	US	86-429900	10/21/2014
The Dress Barn, Inc.	DB RSVP (and design)	US	86-278406	05/12/2014
Maurices Incorporated	BECAUSE	US	86-279704	05/13/2014
Lane Bryant Purchasing Corp.	CONTROL TECH	US	86-304851	06/10/2014
Lane Bryant Purchasing Corp.	BODY CONFIDENTIAL	US	86-304852	06/10/2014
Lane Bryant Purchasing Corp.	THE PANT PRINCIPLE	US	86-304854	06/10/2014
Maurices Incorporated	MAURICES INMOTION	US	86-309714	06/13/2014
Maurices Incorporated	MAURICES INMOTION	US	86-309715	06/13/2014
Maurices Incorporated	MAURICES INMOTION	US	86-309716	06/13/2014
Lane Bryant Purchasing Corp.	INSIDE LANE	US	86-429993	10/21/2014
Lane Bryant Purchasing Corp.	LANE STYLE	US	86-474144	12/08/2014

REGISTERED OWNER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
Lane Bryant Purchasing Corp.	LANE STYLE	US	86-474148	12/08/2014
The Dress Barn, Inc.	WEAR A DRESS, CHANGE THE WORLD	US	86-488379	12/22/2014
The Dress Barn, Inc.	DB PERKS	US	86-497619	01/07/2015
The Dress Barn, Inc.	DRESSBARN EST. 1962	US	86-497696	01/07/2015
The Dress Barn, Inc.	WESTPORT 1962	US	86-499301	01/09/2015

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