

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lane Bryant Purchasing Corp.		04/28/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	30 Hudson Street, 36th Floor		
Internal Address:	Attn: SBD Operations		
City:	New Jersey		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	state chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4837698	CONTROL TECH	
Serial Number:	86765287	THE ART OF SEXY...THE SCIENCE OF PERFECT	
Serial Number:	86765289	PERFECT BRA FIT EVENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>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.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049646-0282		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/28/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of April 28, 2016 (this "Agreement"), made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of Goldman Sachs Bank USA ("GS Bank"), as Administrative Agent for the Secured Parties.

Reference is made to (a) the Term Credit Agreement dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Ascena Retail Group, Inc., a Delaware corporation (the "Parent Borrower"), AnnTaylor Retail, Inc., a Delaware corporation (the "Subsidiary Borrower" and, together with the Parent Borrower, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto and GS Bank, as Administrative Agent and (b) the Guaranty and Collateral Agreement dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, the subsidiaries of the Parent Borrower listed on the signature pages thereof or from time to time party thereto and GS Bank, as Administrative Agent, for the benefit of the Secured Parties. The Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The Grantors party hereto are Affiliates of the Borrowers and have and will continue to derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement. Each Grantor has agreed, pursuant to the Security Agreement, to enter into this Agreement. 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 Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance of the Loan Document Obligations, each Grantor pursuant to the Security Agreement did and hereby does collaterally assign and pledge to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and 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) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top domain names, 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, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all renewals of the foregoing; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of the foregoing described in (a) above, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law

SECTION 4. 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 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 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. 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 6. 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.

LANE BRYANT PURCHASING CORP.

By: 

Name: Gary Holland

Title: Assistant Secretary

THE DRESS BARN, INC.

By: 

Name: Gary Holland

Title: Assistant Secretary

TWEEN BRANDS INVESTMENT, LLC

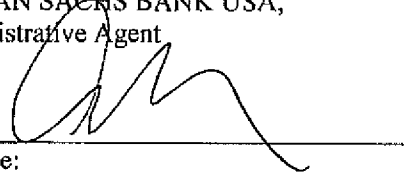
By: 

Name: Gary Holland

Title: Assistant Secretary

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: _____



Name:

Title:

**Anisha Malhotra
Authorized Signatory**

SCHEDULE I

SCHEDULE II

Trademarks Owned by Lane Bryant Purchasing Corp

U.S. Trademark Registrations

Mark	Registration No.	Expiration Date
CONTROL TECH	4837698	10/20/2025

U.S. Trademark Applications

Mark	Application No.	Filing Date
THE ART OF SEXY... THE SCIENCE OF PERFECT FIT	86-765287	09/23/2015
PERFECT BRA FIT EVENT	86-765289	09/23/2015

Trademarks Owned by The Dress Barn, Inc.

U.S. Trademark Registrations

Mark	Registration No.	Expiration Date
DB DOLLARS	4846985	11/03/2025
DB SUNDAY	4899106	02/09/2026

U.S. Trademark Applications

None.

Trademarks Owned by Tween Brands Investment, LLC

U.S. Trademark Registrations

Mark	Registration No.	Expiration Date
SHARE A SMILE	4829588	10/13/2025

U.S. Trademark Applications

None.