

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394812

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK		08/10/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAVE SPRINGS, INC.		
<b>Street Address:</b>	2751 CENTERVILLE ROAD		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3117924	TWO HEARTS	
<b>Registration Number:</b>	4593494	TWO HEARTS MATERNITY BY DESTINATION MATE	
<b>Registration Number:</b>	4106127	TWO HEARTS NURSING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122810717		
<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>			
<b>Phone:</b>	(412) 454-5000		
<b>Email:</b>	docketingpgh@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	500 GRANT STREET		
<b>Address Line 2:</b>	SUITE 5000		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219-2507		
<b>NAME OF SUBMITTER:</b>	APARNA NEMLEKAR, REG. NO. 65617		
<b>SIGNATURE:</b>	/Aparna Nemlekar/		
<b>DATE SIGNED:</b>	08/12/2016		
<b>Total Attachments: 4</b>			
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of August 10, 2016 and granted by Wells Fargo Bank, National Association (the “**Administrative Agent**”), as administrative agent for the secured parties under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of Cave Springs, Inc., a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 25, 2016 (the “**Loan Agreement**”) by, among others, Destination Maternity Corporation, a Delaware corporation, the Grantor, and the other Borrowers and Guarantors party thereto, the Administrative Agent and the lenders party thereto, the Grantor executed and delivered to the Administrative Agent (i) that certain Security Agreement by, among others, the Grantor and the Administrative Agent dated as of November 1, 2012 (the “**Master Security Agreement**”), (ii) that certain Grant of Security Interest in United States Trademarks, dated November 1, 2012 (the “**2012 Trademark Security Agreement**”) and (iii) that certain Supplemental Grant of Security Interest in United States Trademarks by and between the Grantor and the Administrative Agent dated as of March 25, 2016 (the “**2016 Trademark Security Agreement**”) and, together with the Master Security Agreement and the 2012 Trademark Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the 2012 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004897, Frame 0113 on November 5, 2012;

WHEREAS, the 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005758, Frame 0632 on March 28, 2016; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of

the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

a. the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

b. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

c. any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;

d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

e. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

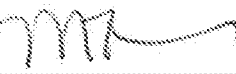
2. Further Assurances. Administrative Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: 

Name: Michael L. Leubsdorf

Title: Director

Address for Notices:

Wells Fargo Capital Finance  
One Beacon Place, 18<sup>th</sup> Fl.  
Boston, MA 02108

**Schedule 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

US Federal	TWO HEARTS	Registered July 18, 2006	RN: 3,117,924	25, 35	Cave Springs, Inc.
US Federal	TWO HEARTS MATERNITY BY DESTINATION MATERNITY & Design	Registered R: 26 Aug 2014	RN: 4,593,494	25	Cave Springs, Inc.
US Federal	TWO HEARTS NURSING Disclaimer: "NURSING"	Registered R: 28 Feb 2012	RN: 4,106,127	25	Cave Springs, Inc.