

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANNCO, INC.		04/18/2017	Corporation: DELAWARE
LANE BRYANT PURCHASING, CORP.		04/18/2017	Corporation: OHIO
THE DRESS BARN, INC.		04/18/2017	Corporation: CONNECTICUT
TWEEN BRANDS INVESTMENT, LLC		04/18/2017	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5151458	ANN TAYLOR
Registration Number:	4809010	
Registration Number:	4787106	
Registration Number:	4984478	DEVIN
Registration Number:	4954799	LIVE LOVE LOFT
Registration Number:	5151515	LIVI
Registration Number:	5013649	LANE STYLE
Registration Number:	5006219	THE ART OF SEXY...THE SCIENCE OF PERFECT
Registration Number:	5076411	PERFECT BRA FIT EVENT
Registration Number:	5064891	DB PERKS
Registration Number:	4912211	DRESSBARN EST. 1962
Registration Number:	5015538	WESTPORT 1962
Registration Number:	4928112	FABYOULOUS
Registration Number:	5008694	JUST LIKE ME
Registration Number:	5105890	STYLE BUYS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5105891	STYLE BUYS
Registration Number:	5105893	STYLE BUYS
Registration Number:	5147788	JUST SHINE
Registration Number:	5162703	LIVE JUSTICE
Serial Number:	86948164	IT'S A GIRL'S WORLD
Serial Number:	87059265	OH SO SOFT

CORRESPONDENCE DATA

Fax Number: 8004947512
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: (202) 265-1516
Email: ipteam@nationalcorp.com
Correspondent Name: Maryna Koberidze
Address Line 1: 1025 Vermont Ave NW #1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169721
NAME OF SUBMITTER:	Estefania Laureano
SIGNATURE:	/Estefania Laureano/
DATE SIGNED:	04/20/2017

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT dated as of April 18, 2017 (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, March 13, 2013, and August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among 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 August 21, 2015 (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 collaterally 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) (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 I, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill and (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) or (b) 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. 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 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.

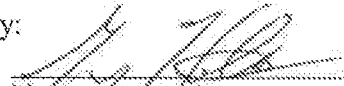
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Pages to Follow]

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

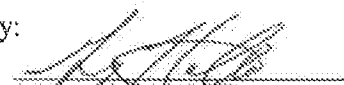
ANNCO, INC.,

By:


Name: Cary Holland
Title: VP + Asst. Secretary

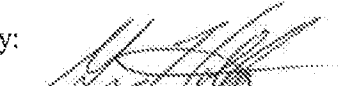
LANE BRYANT PURCHASING, CORP.,

By:


Name: Cary Holland
Title: VP + Asst. Secretary


THE DRESS BARN, INC.,

By:


Name: Cary Holland
Title: VP + Asst. Secretary

TWEEN BRANDS INVESTMENT, LLC,

By:


Name: Cary Holland
Title: VP + Asst. Secretary

[Signature Page to Trademark Security Agreement]

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

by

Donna DiForio

Name: Donna DiForio

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006038 FRAME: 0877

SCHEDULE I

Trademarks Owned by AnnCo, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Anco, Inc.	ANN TAYLOR	United States of America	86/000,725	5151458	Jul-2-2013	
Anco, Inc.	Ann Taylor Circles Logo	United States of America	85/957,430	4809010	Jun-12-2013	
Anco, Inc.	Ann Taylor Circles Logo	United States of America	86/292,192	4787106	May-27-2014	
Anco, Inc.	DEVIN	United States of America	86/550,326	4984478	Mar-2-2015	
Anco, Inc.	LIVE LOVE LOFT	United States of America	86/725,196	4954799	Aug-14-2015	

U.S. Trademark Applications

Trademarks Owned by Lane Bryant Purchasing, Corp.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Lane Bryant Purchasing, Corp.	LIVI	United States of America	86-210438	5151515	02/28/2017	02/28/2027
Lane Bryant Purchasing, Corp.	LANE STYLE	United States of America	86-474148	5013649	08/02/2016	08/02/2026
Lane Bryant Purchasing, Corp.	THE ART OF SEXY... THE SCIENCE OF PERFECT FIT	United States of America	86-765287	5006219	07/26/2016	07/20/2026
Lane Bryant Purchasing, Corp.	PERFECT BRA FIT EVENT	United States of America	86-765289	5076411	11/08/2016	11/08/2026

U.S. Trademark Applications

Trademarks Owned by The Dress Barn, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
The Dress Barn, Inc.	DB PERKS	United States of America	86-497619	5064891	10/18/2016	10/18/2026
The Dress Barn, Inc.	DRESSBARN EST. 1962	United States of America	86-497696	4912211	03/08/2016	03/08/2026
The Dress Barn, Inc.	WESTPORT 1962	United States of America	86-499301	5015538	08/09/2016	08/09/2026

U.S. Trademark Applications

Trademarks Owned by Tween Brands Investment, LLC

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Tween Brands Investment, LLC	FABYOULOUS	United States of America	86-278155	4928112	03/29/2016	03/29/2026
Tween Brands Investment, LLC	JUST LIKE ME	United States of America	86-429900	5008694	07/26/2016	07/26/2026
Tween Brands Investment, LLC	STYLE BUYS	United States of America	86-659781	5105890	12/20/2016	12/20/2026
Tween Brands Investment, LLC	STYLE BUYS	United States of America	86-659953	5105891	12/20/2016	12/20/2026
Tween Brands Investment, LLC	STYLE BUYS	United States of America	86-660554	5105893	12/20/2016	12/20/2026
Tween Brands Investment, LLC	JUST SHINE	United States of America	86-829065	5147788	02/21/2017	02/21/2027
Tween Brands Investment, LLC	LIVE JUSTICE	United States of America	86-955411	5162703	03/14/2017	03/14/2027

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Tween Brands Investment, LLC	IT'S A GIRL'S WORLD	United States of America	86-948164	03/22/2016
Tween Brands Investment, LLC	OH SO SOFT	United States of America	87-059265	06/03/2016

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