

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANNCO, INC.		06/12/2018	Corporation: DELAWARE
LANE BRYANT PURCHASING CORP.		06/12/2018	Corporation: OHIO
THE DRESS BARN, INC.		06/12/2018	Corporation: CONNECTICUT
TWEEN BRANDS INVESTMENT, LLC		06/12/2018	Limited Liability Company: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	4 Chase Metrotech Center
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11245
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	5271585	LANE STYLE
<b>Registration Number:</b>	5291309	LIVI
<b>Registration Number:</b>	5161444	DB RSVP
<b>Registration Number:</b>	5161429	DB
<b>Registration Number:</b>	5015538	WESTPORT 1962
<b>Registration Number:</b>	5162703	LIVE JUSTICE
<b>Serial Number:</b>	87787903	SO. CRAZY. COZY.
<b>Serial Number:</b>	87787945	SO. CRAZY. SOFT.
<b>Serial Number:</b>	87687185	FINDING CLARA

## 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: 202-370-4756

Email: ipteam@cogencyglobal.com

TRADEMARK

**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F177554

**NAME OF SUBMITTER:** Estefania Laureano Mena

**SIGNATURE:** /Estefania Laureano Mena/

**DATE SIGNED:** 06/14/2018

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT dated as of June 12, 2018 (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 February 27, 2018 (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.

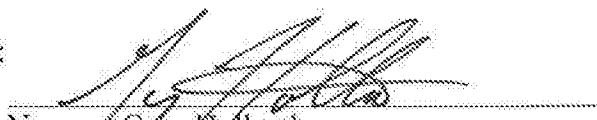
ANNCO, INC.,

By:

  
Name: Gary Holland  
Title: Vice President and Assistant Secretary

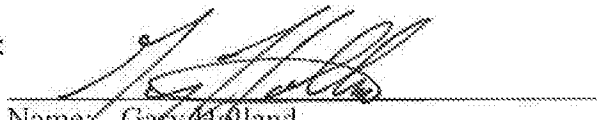
LANE BRYANT PURCHASING, CORP.,

By:

  
Name: Gary Holland  
Title: Vice President and Assistant Secretary


THE DRESS BARN, INC.,

By:

  
Name: Gary Holland  
Title: Vice President and Assistant Secretary

TWEEN BRANDS INVESTMENT, LLC,

By:

  
Name: Gary Holland  
Title: Vice President and Assistant Secretary

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

By:

*Donna DiForio*

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Name: Donna DiForio  
Title: Authorized Officer

SCHEDULE I

Trademarks Owned by AnnCo, Inc.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Annco, Inc.	SO. CRAZY. COZY.	United States of America	87/787,903	Feb-7-2018
Annco, Inc.	SO. CRAZY.SOFT.	United States of America	87/787/945	Feb-7-2018

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.	Lane Style	United States of America	86-474144	5,271,585	08/22/2017	08/22/2027
Lane Bryant Purchasing, Corp.	Livi	United States of America	86-210322	5,291,309	09/19/2017	09/19/2017

U.S. Trademark Applications

None.



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 RSVP and Design	United States of America	86-278406	5,161,444	03/14/2017	03/14/2027
The Dress Barn, Inc.	DB (Stylized)	United States of America	86-244686	5,161,429	03/14/2017	03/14/2027
The Dress Barn, Inc.	WESTPORT 1962	United States of America	86-499301	5015538	08/09/2016	08/09/2026

U.S. Trademark Applications

None.

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	Live Justice	United States of America	86-955411	5,162,703	03/14/2017	03/14/2027

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Tween Brands Investment, LLC	Finding Clara	United States of America	87-687185	11/16/2017