TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David's Bridal, Inc.		11/21/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2019676	MONIQUE LUO
Registration Number:	2426973	DAVID'S BRIDAL
Registration Number:	3559573	OURWEDDINGDAY
Registration Number:	5400141	BE YOUR OWN BRIDE
Registration Number:	5394414	BE YOUR OWN BRIDE DAVID'S BRIDAL
Registration Number:	5394380	BE YOUR OWN BRIDE
Registration Number:	5521318	BE YOUR OWN BRIDE
Registration Number:	5414723	DB
Registration Number:	5080756	VERSA BY DAVID'S BRIDAL
Registration Number:	4695407	DAVID'S BRIDAL
Registration Number:	5147040	DAVID'S
Registration Number:	4729264	JEWEL BY DAVID'S BRIDAL
Registration Number:	4749612	JEWEL BY DAVID'S
Registration Number:	4790709	DAVID'S BRIDAL
Registration Number:	4616517	DAVID'S BRIDAL
Registration Number:	4771233	DAVID'S
Registration Number:	4309114	PROM'D
Registration Number:	4313018	PROM'D
Registration Number:	4308749	DAVID'S BRIDAL LUXE

CH $1140.00 2019676

Property Type	Number	Word Mark
Registration Number:	4312460	MY EVENT
Registration Number:	4150222	GALINA SIGNATURE
Registration Number:	4153523	PHOTOGRAPHY BY DAVID'S BRIDAL
Registration Number:	4070237	MEMORIES BY DAVID'S BRIDAL
Registration Number:	4059223	DB STUDIO
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	4299881	REVERIE
Registration Number:	4081630	JEWEL BY PRISCILLA OF BOSTON
Registration Number:	3737638	DBBRIDAL COLOR
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	3483957	DAVID'S BRIDAL WEDDING
Registration Number:	3933173	PLATINUM
Registration Number:	3441766	VINEYARD COLLECTION
Registration Number:	3358442	MELISSA SWEET
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	1987087	PRISCILLA
Registration Number:	2088576	PRISCILLA OF BOSTON
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	1984078	PRISCILLA
Registration Number:	1937208	GALINA
Serial Number:	87246473	BE YOUR OWN BRIDE
Serial Number:	87055567	DB

CORRESPONDENCE DATA

Fax Number: 6173417729

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: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/

DATE SIGNED:	11/21/2018

Total Attachments: 7
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ABL GRANT OF SECURITY INTEREST IN TRADEMARKS

This ABL GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 21, 2018 is made by David's Bridal, Inc., a Florida corporation ("DBI") having a principal place of business at 1001 Washington Street, Conshohocken, PA 19428 (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among DBI (in such capacity and together with the Subsidiary Borrowers party thereto, collectively, the "Borrowers"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, among others, has executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "ABL Collateral Agreement");

WHEREAS, pursuant to the ABL Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrowers under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the ABL Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the ABL Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for

the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Collateral Agreement. To the extent that there is any conflict between this Agreement and the ABL Collateral Agreement, the ABL Collateral Agreement shall control in all respects. The ABL Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the ABL Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and other electronic transmission), and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO RELATED TO TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

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TRADEMARK
REEL: 006532 FRAME: 0712

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DAVID'S BRIDAL, INC., as Grantor

By: _____

Name: Joan M. Hilson

Title: Executive Vice President, Chief Financial Officer and Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: Andrew Cerussi
Title: Senior Vice President

Schedule I

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
Monique Luo	United States of America	Renewed (Registered)	74/581,002	10/03/94	2,019,676	11/26/96
David's Bridal, Inc.						
David's Bridal	United States of America	Renewed (Registered)	75/932,565	03/01/00	2,426,973	02/06/01
OurWeddingDay	United States of America	Registered	77/190,754	05/25/07	3,559,573	01/13/09
Be Your Own Bride	United States of America	Registered	87/473,325	06/02/17	5,400,141	02/13/18
Be Your Own Bride David's Bridal	United States of America	Registered	87/322,785	02/02/17	5,394,414	02/06/18
Be Your Own Bride	United States of America	Registered	87/309,134	01/20/17	5,394,380	02/06/18
Be Your Own Bride	United States of America	Registered	87/977,798	11/23/16	5,521,318	07/17/18
Be Your Own Bride	United States of America	Published (Pending)	87/246,473	11/23/16		
Db	United States of America	Registered	87/976,557	05/31/16	5,414,723	02/27/18
Db	United States of America	Published (Pending)	87/055,567	05/31/16		
Versa by David's Bridal	United States of America	Registered	86/901,221	02/08/16	5,080,756	11/15/16
David's Bridal	United States of America	Registered	86/334,763	7/11/14	4,695,407	03/03/15
David's	United States of America	Registered	86/334,814	7/11/14	5,147,040	02/21/17
Jewel by David's Bridal	United States of America	Registered	86/334,829	07/11/14	4,729,264	04/28/15
Jewel by David's	United States of America	Registered	86/334,838	07/11/14	4,749,612	06/02/15
David's Bridal	United States of America	Registered	86/975,592	07/11/14	4,790,709	08/11/15
David's Bridal	United States of America	Registered	86/156,932	01/03/14	4,616,517	10/07/14
David's	United States of America	Registered	86/156,973	01/03/14	4,771,233	07/14/15
Prom'd (stylized)	United States of America	Registered	85/701,795	08/13/12	4,309,114	03/26/13

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
Prom'd	United States of America	Registered	85/701,818	08/13/12	4,313,018	04/02/13
David's Bridal Luxe	United States of America	Registered	85/689,569	07/29/12	4,308,749	03/26/13
My Event (and design)	United States of America	Registered	85/689,571	07/29/12	4,312,460	04/02/13
Galina Signature	United States of America	Registered	85/451,956	10/20/11	4,150,222	05/29/12
Photography by David's Bridal	United States of America	Registered	85/437,699	10/03/11	4,153,523	06/05/12
Memories by David's Bridal	United States of America	Registered	85/303,316	04/25/11	4,070,237	12/13/11
DB Studio	United States of America	Registered	85/257,942	03/04/11	4,059,223	11/22/11
Priscilla of Boston Classics	United States of America	Registered	85/007,300	04/06/10	3,922,357	02/22/11
REVERIE	United States of America	Registered	85/004,485	04/01/10	4,299,881	03/12/13
Jewel by Priscilla of Boston	United States of America	Registered	77/649,379	01/14/09	4,081,630	01/10/12
DBBridal Color	United States of America	Registered	77/433,648	03/27/08	3,737,638	01/12/10
DavidsBrideal.com	United States of America	Renewed (Registered)	77/386,407	02/01/08	3,484,773	08/12/08
Reverie by Melissa Sweet	United States of America	Renewed (Registered)	77/362,873	01/02/08	3,517,983	10/14/08
David's Bridal Wedding	United States of America	Registered	77/337,650	11/27/07	3,483,957	08/12/08
Platinum	United States of America	Registered	77/262,053	08/22/07	3,933,173	03/22/11
Vineyard Collection	United States of America	Renewed (Registered)	77/124,376	03/07/07	3,441,766	06/03/08
Melissa Sweet	United States of America	Renewed (Registered)	77/016,636	10/09/06	3,358,442	12/25/07
Dress Your Wedding	United States of America	Renewed (Registered)	78/974,131	09/14/06	3,522,745	10/21/08
David's Bridal	United States of America	Renewed (Registered)	78/374,628	02/26/04	3,017,372	11/22/05
David's Bridal	United States of America	Renewed (Registered)	78/226,241	03/17/03	2,817,374	02/24/04

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
David's Bridal Make a Match	United States of America	Renewed (Registered)	76/387,170	03/25/02	2,708,959	04/22/03
Priscilla	United States of America	Renewed (Registered)	74/699,027	07/10/95	1,987,087	07/16/96
Priscilla of Boston	United States of America	Renewed (Registered)	74/699,052	07/10/95	2,088,576	08/19/97
Priscilla of Boston	United States of America	Renewed (Registered)	74/699,053	07/10/95	1,987,088	07/16/96
Priscilla	United States of America	Renewed (Registered)	74/699,056	07/10/95	1,984,078	07/02/96
Galina	United States of America	Renewed (Registered)	74/609,139	12/09/94	1,937,208	11/21/95