# CH \$40.00 4299

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM507170

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/18/2019	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	DBD, Inc. (now known as David's Bridal, Inc.)		
Street Address:	1001 Washington Street		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Corporation: FLORIDA		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4299881	REVERIE

### **CORRESPONDENCE DATA**

**Fax Number:** 2165790212

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:** 2165863939

Email: dpuljic@jonesday.com
Correspondent Name: Daniel Puljic / JONES DAY
Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	051919-600001
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	01/24/2019

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of January 18, 2019, from Bank of America, N.A., in its capacity as collateral agent under the Credit Agreement, dated as of October 11, 2012, as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), among David's Bridal, Inc. (the "Borrower"), the lenders party thereto (the "Lenders"), Bank of America, N.A., in its capacity as administrative agent and collateral agent (the "Collateral Agent") for the Lenders, and the other parties thereto, to DBD, Inc. (now known as David's Bridal, Inc.) (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of April 22, 2013 (the "<u>Trademark Security Agreement</u>"), made by the Grantor in favor of the Collateral Agent, a security interest (the "<u>Security Interest</u>") was granted by the Grantor to the Collateral Agent in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 23, 2013 at Reel/Frame Number 5012/0215;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

- 1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean (a) all of the Grantor's present and future right, title and interest in and to all of the Grantor's United States trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered and all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under the foregoing, including, but not limited to, the United States trademark registrations and applications and the agreements listed on Schedule I attached hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing, (b) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (d) all other rights of the Grantor corresponding to any of the foregoing throughout the world.
- 2. <u>Release of Security Interest</u>: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent arising under the Credit Agreement or the Trademark Security Agreement in such Pledged Trademarks shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Collateral Agent shall, at the Grantor's sole cost and expense and at any of the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all

further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

4. <u>Governing Law.</u> This Termination and Release shall be governed by and construed in accordance with the federal laws of the United States with respect to matters related to trademarks and by the laws of the State of New York without giving effect to the conflict of laws principles thereof for all other matters.

\* \* \*

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,

as Collateral Agent

Name:

Title:

NAI-1506161472

Prepetition Term Loan Termination and ReleaseTRADEMARK rademarks

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# SCHEDULE I

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
Reverie	DBD, Inc. (now known as	85/004,485	04/01/10	4,299,881	03/12/13
	David's Bridal, Inc.)				

NAI-1506161472v2

**RECORDED: 01/24/2019**