

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514547

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 Association: UNITED STATES

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 44

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
Serial Number:	87246473	BE YOUR OWN BRIDE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87055567	DB
Registration Number:	4308749	DAVID'S BRIDAL LUXE
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:	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

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 03/14/2019

Total Attachments: 6

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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 Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of November 21, 2018, as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), among David's Bridal, Inc. (the "Grantor"), 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 the Grantor. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain ABL Grant of Security Interest in Trademarks, dated as of November 21, 2018 (the "Trademark Security Agreement"), made by the Grantor in favor of the Collateral Agent, a security interest (the "Security Interest") was granted by the Grantor to the Collateral Agent in certain Pledged Trademarks (as hereinafter defined);

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. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty of any kind, 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. Further Assurances: 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 reasonably requested by the Grantor for the release

of such Security Interest.

4. Governing Law. 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.

5. Collateral Agent. Bank of America, N.A. is delivering this Termination and Release solely in its capacity as Collateral Agent and shall be entitled to all of the rights, privileges and immunities set forth in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) in acting hereunder.

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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

By: 
Name: Roger G. Malouf
Title: Director

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	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
Prom'd	United States of America	Registered	85/701,818	08/13/12	4,313,018	04/02/13

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
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
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
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	Renewed	74/699,053	07/10/95	1,987,088	07/16/96

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Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
	America	(Registered)				
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