

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANNCO, INC.		04/01/2019	Corporation: DELAWARE
Ascena Retail Group, Inc.		04/01/2019	Corporation: DELAWARE
Catherines, Inc.		04/01/2019	Corporation: DELAWARE
Lane Bryant Purchasing Corp.		04/01/2019	Corporation: OHIO
Maurices Incorporated		04/01/2019	Corporation: DELAWARE
The Dress Barn, Inc.		04/01/2019	Corporation: CONNECTICUT
Tween Brands Investment, LLC		04/01/2019	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:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5428616	
Registration Number:	5675975	LOFT NEXT DOOR
Registration Number:	5438458	LOU & GREY
Registration Number:	5560894	SO. CRAZY. COZY.
Registration Number:	5560897	SO. CRAZY. SOFT.
Registration Number:	5650500	CACIQUE
Registration Number:	5649391	SUNGARI
Registration Number:	5608013	DRESSBARN ACADEMY
Registration Number:	5662347	ROZ & ALI
Registration Number:	5497726	FINDING CLARA
Registration Number:	5638946	CLUB JUSTICE
Registration Number:	5677467	OH SO SOFT
Serial Number:	87960563	ALLYNIUM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87960559	ALLYNIUM
Serial Number:	88209421	BACKINGBRANDS
Serial Number:	88209419	BACKINGBRANDS
Serial Number:	87904281	SECRET SLIMMER
Serial Number:	88073545	CAMBRIDGE & CLOVER BY MAURICES
Serial Number:	87933569	FLAWLESS BY MAURICES
Serial Number:	88252414	DD
Serial Number:	88252422	DD
Serial Number:	88252424	DD
Serial Number:	88252420	DD
Serial Number:	88252449	DD
Serial Number:	88301510	YOUR STYLE. YOUR LIFE. YOUR NOW.
Serial Number:	88132760	ULTRA SQUAD

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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
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:	1064719 TM
NAME OF SUBMITTER:	Annette Vera
SIGNATURE:	/Annette Vera/
DATE SIGNED:	04/02/2019

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT dated as of April 1, 2019 (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.

Vice President and Assistant Secretary


ANNCO, INC.,

By:


Name: Gary Holland
Title: Vice President and
Assistant Secretary


ASCENA RETAIL GROUP, INC.,

By:


Name: Gary Holland
Title: Vice President and
Assistant Secretary


CATHERINES, 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

MAURICES INCORPORATED,

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

Sonja LaFaro

Name: *Sonja LaFaro*

Title: *Authorized officer*

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 006606 FRAME: 0079

SCHEDULE I

Trademarks Owned by AnnCo, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Annco, Inc.	The Ampersand Design	United States of America	86/150,006	5428616	03/20/2018	03/20/2028
Annco, Inc.	LOFT NEXT DOOR	United States of America	87/470,366	5675975	02/12/2019	02/12/2029
Annco, Inc.	LOU & GREY	United States of America	86/040,227	5438458	04/03/2018	04/03/2028
Annco, Inc.	SO. CRAZY. COZY.	United States of America	87/787,903	5560894	09/11/2018	09/11/2028
Annco, Inc.	SO. CRAZY.SOFT.	United States of America	87/787,945	5560897	09/11/2018	09/11/2028

U.S. Trademark Applications

None.

Trademarks Owned by Ascena Retail Group, Inc.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Ascena Retail Group, Inc.	Allynium	US	87-960563	06/13/2018
Ascena Retail Group, Inc.	Allynium	US	87-960559	06/13/2018
Ascena Retail Group, Inc.	Backingbrands	US	88-209421	11/28/2018
Ascena Retail Group, Inc.	Backingbrands	US	88-209419	11/28/2018

Trademarks Owned by Catherines, Inc.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Catherines, Inc.	Secret Slimmer	US	87-904281	05/02/2018

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.	Cacique	US	87-597902	5650500	01/08/2019	01/08/2029

U.S. Trademark Applications

None.

Trademarks Owned by Maurices Incorporated

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Maurices Incorporated	SUNGARI	US	88-075358	5649391	01/08/2019	01/08/2028

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Maurices Incorporated	Cambridge & Clover by Maurices	US	88-073545	08/10/2018
Maurices Incorporated	Flawless by Maurices	US	87-933569	05/23/2018

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.	Dressbarn Academy	US	87-517599	5608013	11/13/2018	11/13/2028
The Dress Barn, Inc.	Roz & Ali	US	87-519371	5662347	01/22/2019	01/22/2029

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
The Dress Barn, Inc.	DD	US	88-252414	01/07/2019
The Dress Barn, Inc.	DD	US	88-252422	01/07/2019
The Dress Barn, Inc.	DD	US	88-252424	01/07/2019
The Dress Barn, Inc.	DD	US	88-252420	01/07/2019
The Dress Barn, Inc.	DD	US	88-252449	01/07/2019
The Dress Barn, Inc.	Your Style. Your Life. Your Now	US	88-301510	02/14/2019

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	Finding Clara	US	87-687185	5497726	06/19/2018	06/19/2028
Tween Brands Investment, LLC	Club Justice	US	87-550753	5638946	12/25/2018	12/25/2028
Tween Brands Investment, LLC	Oh So Soft	US	87-059265	5677467	02/19/2019	02/19/2029

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Tween Brands Investment, LLC	Ultra Squad	US	88-132760	09/26/2018

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