

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514550

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: 2			
Property Type	Number	Word Mark	
Registration Number:	2426973	DAVID'S BRIDAL	
Registration Number:	3559573	OURWEDDINGDAY	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>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.</i>			
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: 4			
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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 "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 Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of October 11, 2012 (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 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 12, 2012 at Reel/Frame 4880/0524; and

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) 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

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
David's Bridal	David's Bridal, Inc.	75/932,565	03/01/00	2,426,973	02/06/01
OurWeddingDay	David's Bridal, Inc.	77/190,754	05/25/07	3,559,573	01/13/09