

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David's Bridal, Inc.		01/18/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities
Street Address:	110 East 59th Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2426973	DAVID'S BRIDAL
Registration Number:	3559573	OURWEDDINGDAY
Registration Number:	2088576	PRISCILLA OF BOSTON
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:	1984078	PRISCILLA
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	1937208	GALINA
Registration Number:	3358442	MELISSA SWEET
Registration Number:	3441766	VINEYARD COLLECTION
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	3483957	DAVID'S BRIDAL WEDDING
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	3933173	PLATINUM

CH \$1190.00 2426973

Property Type	Number	Word Mark
Registration Number:	4059223	DB STUDIO
Registration Number:	4070237	MEMORIES BY DAVID'S BRIDAL
Registration Number:	4081630	JEWEL BY PRISCILLA OF BOSTON
Registration Number:	4150222	GALINA SIGNATURE
Registration Number:	4153523	PHOTOGRAPHY BY DAVID'S BRIDAL
Registration Number:	3737638	DBBRIDAL COLOR
Registration Number:	4308749	DAVID'S BRIDAL LUXE
Registration Number:	4312460	MY EVENT
Registration Number:	4309114	PROM'D
Registration Number:	4313018	PROM'D
Registration Number:	4299881	REVERIE
Registration Number:	4616517	DAVID'S BRIDAL
Registration Number:	4790709	DAVID'S BRIDAL
Registration Number:	4749612	JEWEL BY DAVID'S
Registration Number:	4771233	DAVID'S
Registration Number:	4729264	JEWEL BY DAVID'S BRIDAL
Registration Number:	5147040	DAVID'S
Registration Number:	5080756	VERSA BY DAVID'S BRIDAL
Registration Number:	5414723	DB
Registration Number:	5521318	BE YOUR OWN BRIDE
Registration Number:	5394380	BE YOUR OWN BRIDE
Registration Number:	5394414	BE YOUR OWN BRIDE DAVID'S BRIDAL
Registration Number:	5400141	BE YOUR OWN BRIDE
Registration Number:	1912612	MICHAELANGELO
Registration Number:	5302049	EVENTS ELEVATED
Registration Number:	4695407	DAVID'S BRIDAL
Registration Number:	2019676	MONIQUE LUO
Serial Number:	87246473	BE YOUR OWN BRIDE
Serial Number:	87055567	DB

CORRESPONDENCE DATA

Fax Number: 2127557306

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.

Email: erosenfelder@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 250 VESEY STREET

Address Line 4: NEW YORK, NEW YORK 10281-1047

NAME OF SUBMITTER: Matthew W. Johnson

SIGNATURE:	/Matthew W. Johnson/
DATE SIGNED:	10/01/2019
Total Attachments: 8 source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page1.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page2.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page3.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page4.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page5.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page6.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page7.tif source=DavidsBridal_TakebackTermLoanTMSecurityAgreementExecuted#page8.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Trademark Security Agreement") is entered into as of January 18, 2019, by and among David's Bridal, Inc., a Florida corporation (the "Grantor"), and Cantor Fitzgerald Securities, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent").

WITNESSETH

WHEREAS, the Grantor is party to the Term Loan Pledge and Security Agreement, dated as of January 18, 2019 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Term Loan Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations (other than any contingent or inchoate obligations not then due and payable) and termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Delivery by telecopier or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 18, 2019 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent. The rights, privileges and immunities of the Collateral Agent set forth in the Term Loan Credit Agreement and the Security Agreement shall be incorporated into this Trademark Security Agreement as though fully set forth herein.

[signature pages follow]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

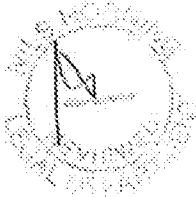
DAVID'S BRIDAL, INC.

By: 
Name: Joan M. Hilson
Title: Executive Vice President, Chief Financial Officer
and Chief Operating Officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

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
Priscilla of Boston	David's Bridal, Inc.	74/699,052	07/10/95	2,088,576	08/19/97
David's Bridal	David's Bridal, Inc.	78/374,628	02/26/04	3,017,372	11/22/05
David's Bridal	David's Bridal, Inc.	78/226,241	03/17/03	2,817,374	02/24/04
David's Bridal Make a Match	David's Bridal, Inc.	76/387,170	03/25/02	2,708,959	04/22/03
Priscilla	David's Bridal, Inc.	74/699,027	07/10/95	1,987,087	07/16/96
Priscilla	David's Bridal, Inc.	74/699,056	07/10/95	1,984,078	07/02/96
Priscilla of Boston	David's Bridal, Inc.	74/699,053	07/10/95	1,987,088	07/16/96
Galina	David's Bridal, Inc.	74/609,139	12/09/94	1,937,208	11/21/95
Melissa Sweet	David's Bridal, Inc.	77/016,636	10/09/06	3,358,442	12/25/07
Vineyard Collection	David's Bridal, Inc.	77/124,376	03/07/07	3,441,766	06/03/08
DavidsBridal.com	David's Bridal, Inc.	77/386,407	02/01/08	3,484,773	08/12/08
David's Bridal Wedding	David's Bridal, Inc.	77/337,650	11/27/07	3,483,957	08/12/08

Reverie by Melissa Sweet	David's Bridal, Inc.	77/362,873	01/02/08	3,517,983	10/14/08
Dress Your Wedding	David's Bridal, Inc.	78/974,131	09/14/06	3,522,745	10/21/08
Priscilla of Boston Classics	David's Bridal, Inc.	85/007,300	04/06/10	3,922,357	02/22/11
Platinum	David's Bridal, Inc.	77/262,053	08/22/07	3,933,173	03/22/11
DB Studio	David's Bridal, Inc.	85/257,942	03/04/11	4,059,223	11/22/11
Memories by David's Bridal	David's Bridal, Inc.	85/303,316	04/25/11	4,070,237	12/13/11
jewel BY PRISCILLA OF BOSTON	David's Bridal, Inc.	77/649,379	01/14/09	4,081,630	01/10/12
Galina Signature	David's Bridal, Inc.	85/451,956	10/20/11	4,150,222	05/29/12
Photography by David's Bridal	David's Bridal, Inc.	85/437,699	10/03/11	4,153,523	06/05/12
DBBridal Color	David's Bridal, Inc.	77/433,648	03/27/08	3,737,638	01/12/10
DAVID'S BRIDAL LUXE	David's Bridal, Inc.	85/689,569	07/29/12	4,308,749	03/26/13
MY EVENT (and design)	David's Bridal, Inc.	85/689,571	07/29/12	4,312,460	04/02/13
PROM'D (stylized)	David's Bridal, Inc.	85/701,795	08/13/12	4,309,114	03/26/13
PROM'D	David's Bridal, Inc.	85/701,818	08/13/12	4,313,018	04/02/13

Reverie	David's Bridal, Inc.	85/004,485	04/01/10	4,299,881	03/12/13
David's Bridal	David's Bridal, Inc.	86/156,932	01/03/14	4,616,517	10/07/14
David's Bridal	David's Bridal, Inc.	86/975,592	07/11/14	4,790,709	08/11/15
JEWEL BY DAVID'S	David's Bridal, Inc.	86/334,838	07/11/14	4,749,612	06/02/2015
David's	David's Bridal, Inc.	86/156,973	01/03/14	4,771,233	07/14/15
JEWEL BY DAVID'S BRIDAL	David's Bridal, Inc.	86/334,829	06/11/14	4,729,264	04/28/15
DAVID'S	David's Bridal, Inc.	86/334,814	07/11/14	5,147,040	02/21/17
VERSA BY DAVID'S BRIDAL	David's Bridal, Inc.	86/901,221	02/08/16	5,080,756	11/15/16
DB	David's Bridal, Inc.	87/976,557	05/31/16	5,414,723	02/27/18
BE YOUR OWN BRIDE	David's Bridal, Inc.	87/977,798	11/23/16	5,521,318	07/17/18
BE YOUR OWN BRIDE	David's Bridal, Inc.	87/309,134	01/20/17	5,394,380	02/06/18
BE YOUR OWN BRIDE DAVID'S BRIDAL	David's Bridal, Inc.	87/322,785	02/02/17	5,394,414	02/06/18
BE YOUR OWN BRIDE	David's Bridal, Inc.	87/473,325	02/02/17	5,400,141	02/13/18
MICHAELANGELO	David's Bridal, Inc.	74/502,481	03/21/94	1,912,612	08/15/95

EVENTS ELEVATED	David's Bridal, Inc.	86/747,735	09/04/15	5,302,049	10/03/17
DAVID'S BRIDAL	David's Bridal, Inc.	86/334,763	07/11/14	4,695,407	03/03/15
MONIQUE LUO	David's Bridal, Inc.	74/581,002	10/03/94	2,019,676	11/26/96
BE YOUR OWN BRIDE	David's Bridal, Inc.	87/246,473	11/23/16	N/A	N/A
DB	David's Bridal, Inc.	87/055,567	05/31/16	N/A	N/A