

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547373

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF PATENT AND TRADEMARK SECURITY INTERESTS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent		10/30/2019	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	The Dress Barn, Inc.
<b>Street Address:</b>	933 MacArthur Boulevard
<b>City:</b>	Mahwah
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07430
<b>Entity Type:</b>	Corporation: CONNECTICUT

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4310734	ROZ&ALI
Registration Number:	4800441	DRESSBAR
Registration Number:	5675463	DB
Registration Number:	4773860	DB
Registration Number:	5161429	DB
Registration Number:	4899106	DB SUNDAY
Registration Number:	4846985	DB DOLLARS
Registration Number:	5161444	DB RSVP
Registration Number:	5064891	DB PERKS
Registration Number:	4912211	DRESSBARN EST. 1962
Registration Number:	5015538	WESTPORT 1962
Registration Number:	5608013	DRESSBARN ACADEMY
Registration Number:	5662347	ROZ & ALI
Registration Number:	2680798	D B
Registration Number:	2785570	DRESSBARN
Registration Number:	1323805	DRESS BARN
Registration Number:	1355463	WESTPORT
Serial Number:	88252414	DD

OP \$615.00 4310734

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88252422	DD
Serial Number:	88252424	DD
Serial Number:	88252420	DD
Serial Number:	88252449	DD
Serial Number:	88325537	YOUR LIFE. YOUR STYLE. YOUR NOW.
Serial Number:	88301510	YOUR STYLE. YOUR LIFE. YOUR NOW.

**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:** 202-370-4756  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1147218 TM
<b>NAME OF SUBMITTER:</b>	Annette Vera
<b>SIGNATURE:</b>	/Annette Vera/
<b>DATE SIGNED:</b>	10/31/2019

**Total Attachments: 7**  
source=ASCENA\_Partial Release of Trademark Security Interests (Dress Barn)\_2019 (ABL) [Executed]#page2.tif  
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PARTIAL RELEASE OF PATENT AND TRADEMARK SECURITY INTERESTS dated as of October 30, 2019 (this "Partial Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") in favor of THE DRESS BARN, INC., a Connecticut corporation (the "Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement (as defined below).

A. Reference is made (i) 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 "Credit Agreement"), among the Ascena Retail Group, Inc. (the "Company"), the Borrowing Subsidiaries party thereto (together with the Company, the "Borrowers"), the other Loan Parties party thereto, the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Swingline Lender and (ii) 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 "Security Agreement"), among the Borrowers, the subsidiaries of the Company listed on the signature pages thereof or from time to time party thereto and the Administrative Agent, for the benefit of the Lender Parties. Reference is further made to the (i) Trademark Security Agreement dated April 1, 2019, among Grantor and the other grantors listed therein and the Administrative Agent, (ii) Trademark Security Agreement dated as of June 12, 2018, among the Grantor and the other grantors listed therein and the Administrative Agent, (iii) Trademark Security Agreement dated as of April 18, 2017, among the Grantor and the other grantors listed therein and the Administrative Agent, (iv) Trademark Security Agreement dated August 21, 2015, among Grantor and the other grantors listed therein and the Administrative Agent, (v) Trademark Security Agreement dated April 6, 2015, among Grantor and the other grantors listed therein and the Administrative Agent, (vi) Trademark Security Agreement dated April 4, 2014, among Grantor and the other grantors listed therein and the Administrative Agent, (vii) Trademark Security Agreement dated December 9, 2013, among Grantor and the other grantors listed therein and the Administrative Agent, and (viii) Patent and Trademark Security Agreement dated November 25, 2009, among Grantor and the other grantors listed therein and the Administrative Agent (collectively, the "IP Security Agreements" and together with the Credit Agreement and the Security Agreement, the "Security Documents").

B. Pursuant to the Security Documents, the Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest in all right, title or interest of the Grantor in, among other things, the trademarks of the Grantor set forth on Schedule I (the "Released Trademark Collateral"), which security interests were recorded with the United States Patent and Trademark Office on (i) November 25, 2009 at Reel/Frame No. 4123/0723, (ii) December 19, 2013 at Reel/Frame No. 5178/0436, (iii) April 7, 2014 at Reel/Frame No. 5253/0856, (iv) April 20, 2015 at Reel/Frame No. 5501/0027, (v) August 27, 2015 at Reel/Frame No. 5610/0139, (vi) April 20, 2017 at Reel/Frame No. 6038/0872, (vii) June 14, 2018 at Reel/Frame No. 6352/0485 and (viii) April 2, 2019 at Reel/Frame No. 6606/0073.

C. The Borrowers hereby notify the Administrative Agent that the Grantor is a party to the Intellectual Property Purchase Agreement dated as of October 22, 2019 (the "Purchase Agreement"), among the Company, the Grantor and Social Marketing Sciences, LLC, a Delaware limited liability company (the "Purchaser"), pursuant to which the Grantor has agreed to transfer certain of its assets, including the Released Trademark Collateral (such assets, to the extent sold pursuant to the Purchase Agreement, the "Transferred Assets") to the Purchaser.

D. The Administrative Agent hereby acknowledges that, upon any sale or other transfer by Grantor of the Transferred Assets in a transaction permitted under the Credit Agreement, all security interests granted in favor of the Administrative Agent pursuant to the Security Agreement and the other Security Documents in the Transferred Collateral shall immediately and automatically terminate pursuant to Section 9.02(c) of the Credit Agreement and Section 8.14 of the Security Agreement.

E. Pursuant to Section 9.02(c) of the Credit Agreement, and acting in reliance upon the Confirmation of Release of Liens dated the date hereof, between the Company and the Administrative Agent, the Administrative Agent does hereby agree to evidence the release, relinquishment and discharge of any and all security interests it may have against the Released Trademark Collateral, and hereby reassigns to the Grantor any and all right, title, and interest that the Administrative Agent may have in or to such Release Trademark Collateral, *provided, however,* that it is understood and agreed that this evidence of release, relinquishment, discharge and reassignment is made without recourse, representation, warranty or other assurance of any kind (express or implied).

F. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the IP Security Agreements or the Security Agreement (such collateral, the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the IP Security Agreements and the Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the IP Security Agreements and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

G. The Administrative Agent hereby authorizes the Company and the Grantor and their successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office or any similar office in any other country and other necessary filings, in each case at the expense of the Company, to evidence the release and termination of the Administrative Agent's security interests in the Released Trademark Collateral.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

By: 

Name: Donna DiForio  
Title: Authorized Officer

SCHEDULE I  
to  
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademarks Owned by The Dress Barn, Inc.

Trademark	Country	Status	App. No. Reg. No.	Goods/Services
<b>Dress Barn</b>	Brazil	<b>Registered</b>	829352295 829352295	Class1: 025 Goods & Services: Articles of apparel and accessories
		Registered on 10/4/2011		
<b>DRESS BARN</b>	Brazil	<b>Registered</b>	829352309 829352309	Class1: 035 Goods & Services:
		Registered on 10/4/2011		
<b>DRESS BARN</b>	Canada	<b>Registered</b>	1295897 TMA709541	Class1: 099 Goods & Services: Retail outlet services in the field of women's apparel
		Registered on 3/14/2008		
<b>dressbarn and design</b>	Canada	<b>Registered</b>	1516617 TMA863528	Class1: 099 Goods & Services: Costume jewelry; clothing namely, coats, jackets, suits, dresses, jumpers, skirts, blouses, jeans, slacks, blazers, sweaters, vests, t-shirts, shorts, shirts, shoes; scarves, mufflers, gloves, pajamas, socks, tights, leggings and belts Class2: 099 Goods & Services: Retail clothing store services; credit card services
		Registered on 10/24/2013		
<b>ROZ &amp; ALI</b>	Canada	<b>Pending</b>	1847752	Class1: 025 Goods & Services: Clothing, namely, pants, shorts, skirts, tops, sweaters, dresses, undergarments, jackets, wraps, coats, headwear, scarves, gloves, belts, hosiery, swimwear, sleepwear, footwear Class2: 035 Goods & Services: Retail store services featuring apparel and accessories; computerized on-line retail store services featuring apparel and accessories
		Filed on 7/20/2017		
<b>DRESS BARN</b>	European Community	<b>Registered</b>	860163 860163	Class1: Goods & Services:
		Registered on 6/24/2008		
<b>DRESS BARN</b>	Japan	<b>Registered</b>	51710/1998 4370217	Class1: 025 Goods & Services: Women's clothing and other clothing
		Registered on 3/24/2000		
<b>Dress Barn*</b>	Mexico	<b>Registered</b>	885122 1041007	Class1: 025 Goods & Services:
		Registered on 5/26/2008		
<b>Dress Barn*</b>	Mexico	<b>Registered</b>	885121 1041006	Class1: 035 Goods & Services:
		Registered on 5/26/2008		
<b>DD</b>	US	<b>Pending</b>	88-252414	Class1: 003 Goods & Services: Perfumes, fragrances for personal use
		Filed on 1/7/2019		
		<b>Pending</b>		

Trademark	Country	Status	App. No. Reg. No.	Goods/Services
DD	US	Filed on 1/7/2019	88-252422	Class1: 035 Goods & Services: Retail store services featuring apparel and clothing accessories; computerized on-line retail store services featuring apparel and clothing accessories
DD	US	Pending	88-252424	Class1: 025 Goods & Services: Clothing, namely, pants, shorts, skirts, tops, sweaters, dresses, undergarments, jackets, wraps, coats, headwear, scarves, gloves, belts, hosiery, swimwear, sleepwear, footwear
		Filed on 1/7/2019		
DD	US	Pending	88-252420	Class1: 018 Goods & Services: Handbags, purses, travel baggage and wallets
		Filed on 1/7/2019		
DD	US	Pending	88-252449	Class1: 014 Goods & Services: Jewelry, namely, costume jewelry, bracelets, earrings, necklaces, pendants, pins as jewelry, rings and watches; imitation jewelry
		Filed on 1/7/2019		
YOUR LIFE. YOUR STYLE. YOUR NOW.	US	Pending	88-325537	Class1: 035 Retail store services featuring apparel and clothing accessories; computerized on-line retail store services featuring apparel and clothing accessories
		Filed on 3/5/2019		
YOUR STYLE. YOUR LIFE. YOUR NOW.	US	Pending	88-301510	Class1: 035 Goods & Services: Retail store services featuring apparel and clothing accessories; computerized on-line retail store services featuring apparel and clothing accessories
		Filed on 2/19/2019		
ROZ&ALI	US	Registered	85-978476 4310734	Class1: 025 Goods & Services: Clothing, namely, pants, shorts, skirts, tops, sweaters, dresses, undergarments, jackets, wraps, coats, headwear, scarves, gloves, belts, hosiery, swimwear, sleepwear, footwear
		Registered on 3/26/2013		
DRESSBAR	US	Registered	86-156043 4800441	Class1: 035 Goods & Services: Retail store services featuring women's wearing apparel and accessories; computerized on-line retail store services featuring women's wearing apparel and accessories
		Registered on 8/25/2015		
DB	US	Registered	86-244680 5675463	Class1: 025 Goods & Services: Clothing, namely, belts, blouses, coats, dresses, gloves, headwear, jackets, jeans, mufflers, neckwear, pants, pullovers,
		Registered on 2/12/2019		

Trademark	Country	Status	App. No. Reg. No.	Goods/Services
				raincoats, rompers, sashes, scarves, shawls, shirts, shorts, skirts, skorts, suits, sweaters, tops, vests
<b>DB</b>	US	<b>Registered</b>	86-244685 4773860	Class1: 014 Goods & Services: Jewelry, namely, costume jewelry, bracelets, earrings, necklaces, pendants, pins, rings and watches; imitation jewelry
		Registered on 7/14/2015		
<b>DB</b>	US	<b>Registered</b>	86-244686 5161429	Class1: 018 Goods & Services: Handbags, purses, travel baggage, and wallets
		Registered on 3/14/2017		
<b>DB SUNDAY</b>	US	<b>Registered</b>	86-275460 4899106	Class1: 025 Goods & Services: Clothing, namely, pants, pullovers, leggings, shirts, sweaters, sweatshirts, tshirts, tops, jackets
		Registered on 2/9/2016		
<b>DB DOLLARS</b>	US	<b>Registered</b>	86-275465 4846985	Class1: 035 Goods & Services: Providing incentive award programs for customers through the issuance and processing of loyalty coupons for frequent use
		Registered on 11/3/2015		
<b>DB RSVP</b>	US	<b>Registered</b>	86-278406 5161444	Class1: 025 Goods & Services: Clothing, namely, dresses, suits, blouses, tops, pants, skirts
		Registered on 3/14/2017		
<b>DB PERKS</b>	US	<b>Registered</b>	86-497619 5064891	Class1: 035 Goods & Services: Customer loyalty services for promotional and advertising purposes
		Registered on 10/18/2016		
<b>DRESSBARN EST. 1962</b>	US	<b>Registered</b>	86-497696 4912211	Class1: 035 Goods & Services: Retail store services featuring wearing apparel and accessories; computerized on-line retail store services featuring wearing apparel and accessories
		Registered on 3/8/2016		
<b>WESTPORT 1962</b>	US	<b>Registered</b>	86499301 5015538	Class1: 025 Goods & Services: Clothing, namely, belts, blouses, coats, dresses, gloves, headwear, jackets, jeans, mufflers, neckwear, pants, pullovers, raincoats, rompers, sashes, scarves, shawls, shirts, shorts, skirts, skorts, suits, sweaters, tops vests
		Registered on 8/9/2016		
<b>DRESSBARN ACADEMY</b>	US	<b>Registered</b>	87-517599 5608013	Class1: 035 Goods & Services: Customer loyalty services for promotional and advertising purposes
		Registered on 11/13/2018		
<b>ROZ &amp; ALI</b>	US	<b>Registered</b>	87-519371 5662347	Class1: 035 Goods & Services: Retail store services featuring apparel
		Registered on 1/22/2019		



<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No. Reg. No.</b>	<b>Goods/Services</b>
				and accessories; computerized on-line retail store services featuring apparel and accessories
<b>DB and design</b>	US	<b>Registered</b>	76-396773 2680798	Class1: 035 Goods & Services: Retail clothing store services
		Registered on 1/28/2003		
<b>DRESSBARN (stylized)</b>	US	<b>Registered</b>	76-397344 2785570	Class1: 014 Goods & Services: Costume jewelry Class3: 035 Goods & Services: Retail clothing store services Class4: 036 Goods & Services: Credit card services
		Registered on 11/25/2003		
<b>Dress Barn</b>	US	<b>Registered</b>	73-259260 1323805	Class1: 042 Goods & Services: Retail outlet services in the field of women's apparel
		Registered on 3/5/1985		
<b>WESTPORT</b>	US	<b>Registered</b>	73-466790 1355463	Class1: 025 Goods & Services: women's sweaters, outer shirts, pants, shorts and shirts
		Registered on 8/20/1985		

\*These Trademarks were registered in the name of D.B.R., Inc., which was merged into Assignor in 2012. Assignor will arrange for the registration to be recorded in Assignor's name.