

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame No. 6357/0795		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS BANK USA		10/30/2019	State Chartered Bank: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE DRESS BARN, INC.		
<b>Street Address:</b>	933 MacArthur Blvd.		
<b>City:</b>	Mahwah		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07430		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5161429	DB	
<b>Registration Number:</b>	5161444	DB RSVP	
<b>Registration Number:</b>	5064891	DB PERKS	
<b>Registration Number:</b>	4912211	DRESSBARN EST. 1962	
<b>Registration Number:</b>	5015538	WESTPORT 1962	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Peter Martin		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	24964-060		
<b>NAME OF SUBMITTER:</b>	Peter Martin		
<b>SIGNATURE:</b>	/Peter Martin/		
<b>DATE SIGNED:</b>	10/30/2019		

CH \$140.00 5161429

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the “Release”), dated as of October 30, 2019, is made by GOLDMAN SACHS BANK USA, as administrative agent (the “Administrative Agent”). Capitalized terms used but not defined herein have the meanings assigned to them in the Security Agreement (as defined below).

**WHEREAS**, THE DRESS BARN, INC., a Connecticut corporation (“Dress Barn”), the other Loan Parties, and the Administrative Agent, entered into that certain Guaranty and Collateral Agreement, dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

**WHEREAS**, pursuant to the Security Agreement, Dress Barn and the other Loan Parties executed and delivered to the Administrative Agent (i) that certain Patent and Trademark Security Agreement, dated as of August 21, 2015 (the “2015 Patent and Trademark Security Agreement”), and recorded with the U.S. Patent and Trademark Office on August 21, 2015 at Reel/Frame No. 5604/0713, (ii) that certain Trademark Security Agreement, dated as of April 28, 2016 (the “Trademark Security Agreement”), and recorded with the U.S. Patent and Trademark Office on April 28, 2016 at Reel/Frame No. 5780/0758; and iii) that certain Patent and Trademark Security Agreement, dated as of June 19, 2018 (the “2018 Patent and Trademark Security Agreement” and collectively with the 2015 Patent and Trademark Security Agreement and the Trademark Security Agreement, the “Patent and Trademark Security Agreements”), and recorded with the U.S. Patent and Trademark Office on June 19, 2018 at Reel/Frame No. 6357/0795, pursuant to which they collaterally assigned and pledged to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of their right, title and interest in, to and under any and all of the Patent and Trademark Collateral (as defined in the 2015 Patent and Trademark Security Agreement and 2018 Patent and Trademark Security Agreement) and the Trademark Collateral (as defined in the Trademark Security Agreement);

**WHEREAS**, the Administrative Agent has acknowledged that, upon any sale or other transfer by Dress Barn of the Released Collateral (as defined below) 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 Collateral Documents in the Released Collateral shall immediately and automatically terminate pursuant to Section 9.16 of the Credit Agreement and Section 9.14(c) of the Security Agreement;

**WHEREAS**, the Administrative Agent has agreed to evidence the release of any security interest it may have in all of the right, title, and interest in and to the trademark registrations and applications owned by Dress Barn set forth in Schedule I attached hereto and incorporated herein by this reference (the “Released Collateral”), and to evidence the reassignment of any and all of its right, title, and interest in and to the Released Collateral to Dress Barn; and

**WHEREAS**, the security interest in the remaining Patent and Trademark Collateral and Trademark Collateral not owned by Dress Barn and granted to the Administrative Agent pursuant to the Patent and Trademark Security Agreements (the “Remaining Collateral”), will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent, on behalf of itself, its successors and assigns, and the Secured Parties, hereby **TERMINATES**, without recourse, representation, or warranty of any kind or nature the security interest in the Released Collateral, **RELEASES** and forever discharges, without recourse, representation, or warranty of any kind or nature its security interest in the Released Collateral, and retransfers and reassigns to Dress Barn any right, title or interest the Administrative Agent may have in, to or under the Released Collateral, without representation or warranty. The Administrative Agent shall retain its security interest in all other portions of the Patent and Trademark Collateral and Trademark Collateral that are not the Released Collateral that is the subject of this Release.

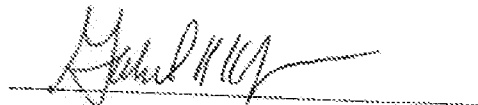
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this  
to be duly executed and delivered as of the date first written above.

Release to

**GOLDMAN SACHS BANK USA,**  
as Administrative Agent

By:  
Name:  
Title:



Gabriel Jacobson  
Authorized Signatory

{Signature Page to Release}

**TRADEMARK**  
**REEL: 006784 FRAME: 0050**

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademarks Owned by The Dress Barn, Inc.

Trademark	Country	Status	App. No. Reg. No.	Goods/Services
ROZ&ALI	US	Registered	85-978476 4310734	Class1: 025 Goods & Services: Clothing, namely, pants, shorts, skirts, tops, sweaters, dresses, jackets, wraps
		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	86-244685 4773860	Class1: 014 Goods & Services: Jewelry, namely, costume jewelry, bracelets, earrings, necklaces, pendants, pins, rings and watches; imitation jewelry
		Registered on 7/14/2015		
DB	US	Registered	86-244686 5161429	Class1: 018 Goods & Services: Handbags, purses, travel baggage, and wallets
		Registered on 3/14/2017		
DB SUNDAY	US	Registered	86-275460 4899106	Class1: 025 Goods & Services: Clothing, namely, pants, pullovers, leggings, shirts, sweaters, sweatshirts, tshirts, tops, jackets
		Registered on 2/9/2016		
DB DOLLARS	US	Registered	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		
DB RSVP	US	Registered	86-278406 5161444	Class1: 025 Goods & Services: Clothing, namely, dresses, suits, blouses, tops, pants, skirts
		Registered on 3/14/2017		
DB PERKS	US	Registered	86-497619 5064891	Class1: 035 Goods & Services: Customer loyalty services, namely, administration of a customer loyalty program providing points and rewards for purchases, for promotional and advertising purposes
		Registered on 10/18/2016		
DRESSBARN EST. 1962	US	Registered	86-497696 4912211	Class1: 035 Goods & Services: Retail store services featuring wearing
		Registered on 3/8/2016		

Trademark	Country	Status	App. No. Reg. No.	Goods/Services
				apparel and accessories; computerized on-line retail store services featuring wearing apparel and accessories
<b>WESTPORT 1962</b>	US	<b>Registered</b>	86499301 5015538	Class1: 025 Goods & Services: Clothing, namely, women's jackets, jeans, skirts
		Registered on 8/9/2016		
		Registered on 1/22/2019		
<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 Class2: 025 Goods & Services: 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 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 pants, shorts
		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.