

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM582716

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Superpriority Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
David's Bridal, LLC		06/19/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities		
<b>Street Address:</b>	110 East 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6050999	B · BLUEPRINT · BLUEPRINT	
Registration Number:	5819706	B BLUEPRINT REGISTRY	
Registration Number:	6051000	B BLUEPRINT	
Registration Number:	5819707	B BLUEPRINT REGISTRY	
Registration Number:	5521318	BE YOUR OWN BRIDE	
Registration Number:	5394380	BE YOUR OWN BRIDE	
Registration Number:	5400141	BE YOUR OWN BRIDE	
Registration Number:	5394414	BE YOUR OWN BRIDE DAVID'S BRIDAL	
Registration Number:	6050998	BLUEPRINT	
Registration Number:	4493933	BLUEPRINT REGISTRY	
Registration Number:	5819688	BLUEPRINT REGISTRY	
Registration Number:	4493934	BLUEPRINT WEDDING REGISTRY	
Registration Number:	2426973	DAVID'S BRIDAL	
Registration Number:	4308749	DAVID'S BRIDAL LUXE	
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH	
Registration Number:	3483957	DAVID'S BRIDAL WEDDING	
Registration Number:	3017372	DAVID'S BRIDAL	
Registration Number:	2817374	DAVID'S BRIDAL	
Registration Number:	4616517	DAVID'S BRIDAL	
<b>TRADEMARK</b>			

CH \$1140.00 6050999

Property Type	Number	Word Mark
Registration Number:	4790709	DAVID'S BRIDAL
Registration Number:	4771233	DAVID'S
Registration Number:	5147040	DAVID'S
Registration Number:	4695407	DAVID'S BRIDAL
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	5414723	DB
Registration Number:	5822126	DB
Registration Number:	4059223	DB STUDIO
Registration Number:	3737638	DBBRIDAL COLOR
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	1937208	GALINA
Registration Number:	4150222	GALINA SIGNATURE
Registration Number:	4729264	JEWEL BY DAVID'S BRIDAL
Registration Number:	4081630	JEWEL BY PRISCILLA OF BOSTON
Registration Number:	3358442	MELISSA SWEET
Registration Number:	4070237	MEMORIES BY DAVID'S BRIDAL
Registration Number:	4153523	PHOTOGRAPHY BY DAVID'S BRIDAL
Registration Number:	3933173	PLATINUM
Registration Number:	1987087	PRISCILLA
Registration Number:	1984078	PRISCILLA
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	4299881	REVERIE
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	5080756	VERSA BY DAVID'S BRIDAL
Registration Number:	3441766	VINEYARD COLLECTION

#### CORRESPONDENCE DATA

**Fax Number:**

*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:**

mpotts@paulweiss.com, lfranco@paulweiss.com,  
aspoto@paulweiss.com, snygren@paulweiss.com,  
cmannino@paulweiss.com

**Correspondent Name:**

Marissa A. Potts

**Address Line 1:**

Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:**

1285 Avenue of the Americas

**Address Line 4:**

New York, NEW YORK 10019-6064

**ATTORNEY DOCKET NUMBER:**

022557-001

**NAME OF SUBMITTER:**

Marissa Potts

<b>SIGNATURE:</b>	/Marissa Potts/
<b>DATE SIGNED:</b>	06/23/2020
<b>Total Attachments: 8</b> source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page1.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page2.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page3.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page4.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page5.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page6.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page7.tif source=13869780_1_David_s Bridal - Superpriority Trademark Security Agreement (Executed Version)#page8.tif	

**SUPERPRIORITY TRADEMARK SECURITY AGREEMENT**

This Superpriority Trademark Security Agreement (this "Trademark Security Agreement") is entered into as of June 19, 2020, by and among David's Bridal, LLC, a Florida limited liability company, (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 Superpriority Term Loan Pledge and Security Agreement, dated as of June 19, 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 Superpriority 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

*provided, however*, that the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

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 Second Amended and Restated Intercreditor Agreement, dated as of June 19, 2020 (as further 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.

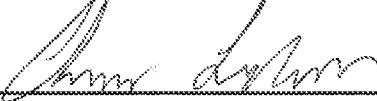
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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 Superpriority 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, LLC

By: 

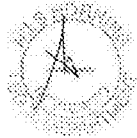
Name: Charles Lockyer

Title: Chief Financial Officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,  
as Collateral Agent





By: DocuSigned by:  
*James Buccola*  
B733887B2F8943A  
Name: James Buccola  
Title: Head of Fixed Income



[Signature Page to Superpriority Trademark Security Agreement]

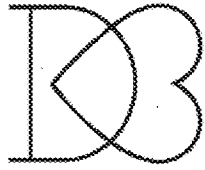
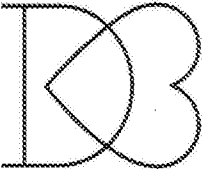

**TRADEMARK**  
**REEL: 006977 FRAME: 0573**

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

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
	88/402,101	04/25/19	6,050,999	05/12/2020	Registered
	88/232,441	12/17/18	5,819,706	07/30/19	Registered
 BLUEPRINT	88/402,138	04/25/19	6,051,000	05/12/2020	Registered
 BLUEPRINT REGISTRY	88/232,449	12/17/18	5,819,707	07/30/19	Registered
BE YOUR OWN BRIDE	87/977,798	11/23/16	5,521,318	07/17/18	Registered
BE YOUR OWN BRIDE	87/309,134	01/20/17	5,394,380	02/06/18	Registered
BE YOUR OWN BRIDE	87/473,325	06/02/17	5,400,141	02/13/18	Registered
BE YOUR OWN BRIDE DAVID'S BRIDAL	87/322,785	02/02/17	5,394,414	02/06/18	Registered
BLUEPRINT	88/401,991	04/25/19	6,050,998	05/12/2020	Registered
BLUEPRINT REGISTRY	85/919,333	04/30/13	4,493,933	03/11/2014	Registered
BLUEPRINT REGISTRY	88/232,161	12/17/18	5,819,688	07/30/19	Registered
BLUEPRINT WEDDING REGISTRY	85/919,348	04/30/13	4,493,934	03/11/2014	Registered



Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
David's Bridal	75/932,565	03/01/00	2,426,973	02/06/01	Registered
DAVID'S BRIDAL LUXE	85/689,569	07/29/12	4,308,749	03/26/13	Registered
David's Bridal Make a Match	76/387,170	03/25/02	2,708,959	04/22/03	Registered
David's Bridal Wedding <b>DAVID'S BRIDAL</b> <i>wedding</i>	77/337,650	11/27/07	3,483,957	08/12/08	Registered
David's Bridal <b>DAVID'S BRIDAL</b>	78/374,628	02/26/04	3,017,372	11/22/05	Registered
David's Bridal <b>DAVID'S BRIDAL</b>	78/226,241	03/17/03	2,817,374	02/24/04	Registered
David's Bridal <i>David's</i> BRIDAL	86/156,932	01/03/14	4,616,517	10/07/14	Registered
David's Bridal <b>DAVIDS</b> BRIDAL	86/975,592	07/11/14	4,790,709	08/11/15	Registered
David's <i>David's</i>	86/156,973	01/03/14	4,771,233	07/14/15	Registered
DAVID'S <b>DAVIDS</b>	86/334,814	07/11/14	5,147,040	02/21/17	Registered
DAVID'S BRIDAL <b>DAVIDS</b> BRIDAL	86/334,763	07/11/14	4,695,407	03/03/15	Registered
DavidsBridal.com	77/386,407	02/01/08	3,484,773	08/12/08	Registered

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
DB 	87/976,557	05/31/16	5,414,723	02/27/18	Registered
DB 	87/055,567	05/31/16	5,822,126	07/30/19	Registered
DB Studio	85/257,942	03/04/11	4,059,223	11/22/11	Registered
DBBridal Color	77/433,648	03/27/08	3,737,638	01/12/10	Registered
Dress Your Wedding	78/974,131	09/14/06	3,522,745	10/21/08	Registered
Galina	74/609,139	12/09/94	1,937,208	11/21/95	Registered
Galina Signature	85/451,956	10/20/11	4,150,222	05/29/12	Registered
JEWEL BY DAVID'S	86/334,838	07/11/14	4,749,612	06/02/15	Registered
JEWEL BY DAVID'S BRIDAL	86/334,829	07/11/14	4,729,264	04/28/15	Registered
jewel BY PRISCILLA OF BOSTON 	77/649,379	01/14/09	4,081,630	01/10/12	Registered
Melissa Sweet	77/016,636	10/09/06	3,358,442	12/25/07	Registered
Memories by David's Bridal	85/303,316	04/25/11	4,070,237	12/13/11	Registered

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
Photography by David's Bridal	85/437,699	10/03/11	4,153,523	06/05/12	Registered
Platinum	77/262,053	08/22/07	3,933,173	03/22/11	Registered
Priscilla	74/699,027	07/10/95	1,987,087	07/16/96	Registered
Priscilla	74/699,056	07/10/95	1,984,078	07/02/96	Registered
Priscilla of Boston	74/699,053	07/10/95	1,987,088	07/16/96	Registered
Priscilla of Boston Classics	85/007,300	04/06/10	3,922,357	02/22/11	Registered
Reverie	85/004,485	04/01/10	4,299,881	03/12/13	Registered
Reverie by Melissa Sweet <i>Reverie</i> <small>© Melissa Sweet</small>	77/362,873	01/02/08	3,517,983	10/14/08	Registered
VERSA BY DAVID'S BRIDAL	86/901,221	02/08/16	5,080,756	11/15/16	Registered
Vineyard Collection	77/124,376	03/07/07	3,441,766	06/03/08	Registered