

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Catherines, Inc.		10/13/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FullBeauty Brands Operations, LLC		
<b>Street Address:</b>	2300 Southeastern Avenue		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46201		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4411677		
<b>Registration Number:</b>	1343457	CATHERINES	
<b>Registration Number:</b>	3006871	CATHERINES	
<b>Registration Number:</b>	3345802	CATHERINES	
<b>Registration Number:</b>	2380746	CATHERINES PLUS SIZES	
<b>Registration Number:</b>	6119460	SECRET SLIMMER	
<b>Registration Number:</b>	2813914	SERENADA	
<b>Registration Number:</b>	4456033	ANYWEAR BY CATHERINES	
<b>Registration Number:</b>	3526381	RIGHT FIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-813-5900		
<b>Email:</b>	anicolescu@fzlj.com		
<b>Correspondent Name:</b>	Allison Strickland Ricketts		
<b>Address Line 1:</b>	Fross Zelnick Lehrman & Zissu, P.C.		
<b>Address Line 2:</b>	151 West 42nd Street, 17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	FBRD 2009764		

CH \$240.00 4411677

<b>NAME OF SUBMITTER:</b>	Anca Nicolescu
<b>SIGNATURE:</b>	/ancanicolescu/
<b>DATE SIGNED:</b>	10/15/2020
<b>Total Attachments: 6</b> source=Executed assignment to FullBeauty (F3727994x96B9E)#page1.tif source=Executed assignment to FullBeauty (F3727994x96B9E)#page2.tif source=Executed assignment to FullBeauty (F3727994x96B9E)#page3.tif source=Executed assignment to FullBeauty (F3727994x96B9E)#page4.tif source=Executed assignment to FullBeauty (F3727994x96B9E)#page5.tif source=Executed assignment to FullBeauty (F3727994x96B9E)#page6.tif	

FORM OF U.S. IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”), dated as of October 13, 2020 (the “Effective Date”), is by and between Catherines, Inc., a Delaware corporation (“Assignor”) and FullBeauty Brands Operations, LLC, an Indiana limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of trademarks and service marks, including those trademark registrations and applications listed on Attachment 1 hereto (such trademarks and service marks, common law or otherwise, registered or not registered, registrations and, to the extent assignable, applications therefor (including intent to use applications), as well as all goodwill appurtenant thereto, being referred to herein as the “Trademarks”);

WHEREAS, Assignee is the successor of the ongoing and existing business or portion thereof of Assignor’s business to which the Trademarks pertain; and

WHEREAS, Assignor wishes to assign such Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, all of its right, title and interest in all Trademarks owned by Assignor, together with all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and the goodwill of the business symbolized by and appurtenant to the Trademarks, including those listed in Attachment 1 hereto, free and clear of any charge, lien, claim, security interest or other similar restriction, and including Assignor’s right to all income, royalties and payments due or payable with respect thereto, the right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Trademarks. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement. Assignee shall be responsible for any and all costs and expenses associated with recording this Agreement with the applicable trademark office(s). Assignor agrees to take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Agreement and to perfect Assignee’s title in, to and under the Trademarks.

3. The terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

4. This Agreement, the Asset Purchase Agreement by and between Ascena Retail Group, Inc., Assignor, Assignee and certain other subsidiaries of Ascena Retail Group, Inc. dated September 11, 2020 and the schedules and exhibits thereto contain the entire agreement between the parties and supersede any previous communications, representations, or agreements, verbal or

written, relating to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by both parties.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

[Signatures follow on next page]

**CATHERINES, INC.**

**FULLBEAUTY BRANDS OPERATIONS,  
LLC**

By:

DocuSigned by:

*Dan Lamadrid*

EC956D880BGB49E...

Name: Dan Lamadrid

By:

Name:

Title: Executive Vice President and Chief  
Financial Officer

Title:

Dated:

October 13, 2020

Dated:

**CATHERINES, INC.**

**FULLBEAUTY BRANDS OPERATIONS,  
LLC**

By:

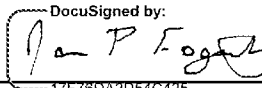
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Name:

Title:

Dated:

By:

DocuSigned by:  


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17F78DA2D54C425...

Name:

Jim Fogarty

Title:

CEO

Dated: 10/13/2020

*Signature Page to IP Assignment Agreement*

**ATTACHMENT 1**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>App. No./ Reg. No.</b>	<b>Owner</b>
Flower design (the flourish)	US	85-510615 4411677	Catherines, Inc.
CATHERINES	US	73-373286 1343457	Catherines, Inc.
CATHERINES	US	76-489579 3006871	Catherines, Inc.
CATHERINES	US	78-826417 3345802	Catherines, Inc.
CATHERINE'S PLUS SIZES	US	75-639863 2380746	Catherines, Inc.
SECRET SLIMMER	US	87-904281 6119460	Catherines, Inc.
SERENADA	US	76-448660 2813914	Catherines, Inc.
ANYWEAR BY CATHERINES	US	85-692193 4456033	Catherines, Inc.
RIGHT FIT	US	77-227669 3526381	Catherines, Inc.