

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lane Bryant Purchasing Corp.		12/23/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Lane Bryant Ipco LLC		
Street Address:	8323 Walton Parkway		
City:	New Albany		
State/Country:	OHIO		
Postal Code:	43054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5891945	INNERSCULPT	
Registration Number:	6034242	LANE DENIM	
Serial Number:	88325546	LANE BRYANT CREATE YOUR LANE	
Serial Number:	88325543	CACIQUE FOR THE LOVE OF CURVES	
Registration Number:	6086628	FOR THE LOVE OF CURVES	
Serial Number:	88306519	CREATE YOUR LANE	
Registration Number:	2613254	CACIQUE	
Registration Number:	1566672	CACIQUE	
Registration Number:	3165004	CACIQUE (KA-SEEK)	
Registration Number:	2363341	LANE BRYANT	
Registration Number:	2839854	LANE BRYANT	
Registration Number:	1363867	LANE BRYANT	
Registration Number:	2110802	LANE BRYANT	
Registration Number:	3347782	LANE BRYANT	
Registration Number:	3259540	LANE BRYANT OUTLET	
Registration Number:	3300228	LB	
Registration Number:	3181040	LB2ME	
Registration Number:	2479981	THE ANSWER	
Registration Number:	2886146	VENEZIA	

OP \$915.00 5891945

Property Type	Number	Word Mark
Registration Number:	2109227	VENEZIA
Registration Number:	3959811	T3 TIGHTER TUMMY TECHNOLOGY
Registration Number:	4444806	SWIM BY CACIQUE
Registration Number:	4444805	SPORT BY CACIQUE
Registration Number:	4444804	SHAPE BY CACIQUE
Registration Number:	4689624	6TH & LANE
Registration Number:	4689625	6TH & LANE
Registration Number:	5291309	LIVI
Registration Number:	5151515	LIVI
Registration Number:	4837698	CONTROL TECH
Registration Number:	4751937	INSIDE LANE
Registration Number:	5013649	LANE STYLE
Registration Number:	5271585	LANE STYLE
Registration Number:	5006219	THE ART OF SEXY...THE SCIENCE OF PERFECT
Registration Number:	5076411	PERFECT BRA FIT EVENT
Registration Number:	5650500	CACIQUE
Serial Number:	87549418	TRI-FECTA SOLUTIONS BY LB

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.

Phone: 6144635553

Email: brandt.gebhardt@ascenaretail.com

Correspondent Name: Brandt Gebhardt

Address Line 1: 8323 Walton Parkway

Address Line 4: New Albany, OHIO 43054

NAME OF SUBMITTER:	Brandt Gebhardt
SIGNATURE:	/Brandt Gebhardt/
DATE SIGNED:	02/10/2021

Total Attachments: 8

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of December 23, 2020, by and between Lane Bryant Purchasing Corp. (“**Assignor**”) and Lane Bryant Ipco LLC (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, this Assignment is entered into in connection with that certain Asset Purchase Agreement, dated as of November 26, 2020, by and between Premium Apparel LLC and Ascena Retail Group, Inc. (and each of Ascena Retail Group, Inc.’s subsidiaries listed on Schedule I thereto, including Lane Bryant Purchasing Corp.) (the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor, and Assignor desires to, transfer to Assignee all of the right, title and interest of Assignor in and to the registered trademarks and trademark applications set forth on Schedule A hereto (the “**Assigned Trademarks**”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned Trademarks and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Assignment. Upon the terms contained in the Purchase Agreement and pursuant to the terms of the Sale Order, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee and its successors and assigns, effective as of the Closing on December 23, 2020, all of Assignor’s right, title and interest, free and clear of all Encumbrances (other than the Permitted Encumbrances), in and to the Assigned Trademarks, together with any and all goodwill in connection therewith and including (i) all claims (including, without limitation, claims for past, present and future infringement, misappropriation, dilution or other violation of any Assigned Trademarks) and causes of action (other than, in each case, to the extent related to Excluded Assets or Excluded Liabilities) of Assignor as of the Closing against Persons other than the Selling Entities (regardless of whether or not such claims and causes of action have been asserted by the Selling Entities), (ii) all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds, possessed by Assignor as of the Closing (regardless of whether such rights are currently exercisable) to the extent related to the Assigned Trademarks and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing. Assignor hereby authorizes and requests the officials of the United States Patent and

Trademark Office to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademarks.

Section 3. Terms of the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 4. Succession and Assignment. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective legal representatives, successors and permitted assigns, including, in the case of Assignor, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 5. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment, and all claims and causes of action arising out of, based upon, or related to this Assignment or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 6. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

Section 7. Counterparts and Facsimile Signature. This Assignment may be executed by facsimile and in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each Party and delivered (by facsimile or otherwise) to the other Party.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

LANE BRYANT PURCHASING CORP.

By:  _____
Name: Carrie Teffner
Title: Interim Executive Chair

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNEE:

Lane Bryant Ipco LLC

DocuSigned by:
Michael Veitenheimer
3422A5949A52475...

By: _____

Name:

Michael Veitenheimer

Title:

Executive Vice President, General Counsel
and Secretary

Schedule A**Assigned Trademarks**

Country	Assignor	Status	App. No. Reg. No.	Trademark
US	Lane Bryant Purchasing Corp.	Registered Filed 1/3/2018 Registered on 10/22/2019	87-742056 5891945	INNERSCULPT
US	Lane Bryant Purchasing Corp.	Registered Filed 1/3/2018 Registered on 4/14/2020	87-741860 6034242	LANE DENIM
US	Lane Bryant Purchasing Corp.	Pending Filed on 3/5/2019	88-325546	LANE BRYANT CREATE YOUR LANE
US	Lane Bryant Purchasing Corp.	Pending Filed on 3/5/2019	88-325543	CACIQUE FOR THE LOVE OF CURVES
US	Lane Bryant Purchasing Corp.	Registered Filed 3/5/2019 Registered on 6/23/2020	88-325540 6086628	FOR THE LOVE OF CURVES
US	Lane Bryant Purchasing Corp.	Pending Filed on 2/19/2019	88-306519	CREATE YOUR LANE
US	Lane Bryant Purchasing Corp.	Registered Filed 5/18/2000 Registered on 8/27/2002	76-051268 2613254	CACIQUE
US	Lane Bryant Purchasing Corp.	Registered Filed 5/23/1988 Registered on 11/21/1989	73-729866 1566672	CACIQUE
US	Lane Bryant Purchasing Corp.	Registered Filed 10/4/2005 Registered on 10/31/2006	78-726070 3165004	CACIQUE (KÁ-SEEK)
US	Lane Bryant Purchasing Corp.	Registered Filed 11/18/1996 Registered on 6/27/2000	75-979343 2363341	LANE BRYANT

US	Lane Bryant Purchasing Corp.	Registered Filed 5/20/2003 Registered on 5/11/2004	76-515693 2839854	LANE BRYANT
US	Lane Bryant Purchasing Corp.	Registered Filed 4/18/1985 Registered on 10/1/1985	73-532773 1363867	LANE BRYANT
US	Lane Bryant Purchasing Corp.	Registered Filed 11/25/1996 Registered on 11/4/1997	75-203849 2110802	LANE BRYANT
US	Lane Bryant Purchasing Corp.	Registered Filed 3/22/2007 Registered on 12/4/2007	77-137826 3347782	LANE BRYANT
US	Lane Bryant Purchasing Corp.	Registered Filed 2/16/2006 Registered on 7/3/2007	78-816500 3259540	LANE BRYANT OUTLET
US	Lane Bryant Purchasing Corp.	Registered Filed 6/9/2006 Registered on 9/25/2007	78-978801 3300228	LB
US	Lane Bryant Purchasing Corp.	Registered Filed 6/23/2006 Registered on 12/5/2006	78-915764 3181040	LB2ME
US	Lane Bryant Purchasing Corp.	Registered Filed 8/23/2000 Registered on 8/21/2001	76-114752 2479981	THE ANSWER
US	Lane Bryant Purchasing Corp.	Registered Filed 10/21/2003 Registered on 9/21/2004	76-553025 2886146	VENEZIA
US	Lane Bryant Purchasing Corp.	Registered Filed 12/4/1996 Registered on 10/28/1997	75-207676 2109227	VENEZIA
US	Lane Bryant Purchasing Corp.	Registered Filed 6/29/2010 Registered on 5/10/2011	85-073544 3959811	T3 TIGHTER TUMMY TECHNOLOGY
US	Lane Bryant Purchasing Corp.	Registered Filed 8/6/2012 Registered on 12/3/2013	85-695918 4444806	SWIM BY CACIQUE

US	Lane Bryant Purchasing Corp.	Registered Filed 8/6/2012 Registered on 12/3/2013	85-695915 4444805	SPORT BY CACIQUE
US	Lane Bryant Purchasing Corp.	Registered Filed 8/6/2012 Registered on 12/3/2013	85-695914 4444804	SHAPE BY CACIQUE
US	Lane Bryant Purchasing Corp.	Registered Filed 10/29/2013 Registered on 2/17/2015	86-104651 4689624	6TH & LANE
US	Lane Bryant Purchasing Corp.	Registered Filed 10/29/2013 Registered on 2/17/2015	86-104658 4689625	6TH & LANE
US	Lane Bryant Purchasing Corp.	Registered Filed 3/4/2014 Registered on 9/19/2017	86-210322 5291309	LIVI
US	Lane Bryant Purchasing Corp.	Registered Filed 3/4/2014 Registered on 2/28/2017	86-210438 5151515	LIVI
US	Lane Bryant Purchasing Corp.	Registered Filed 6/10/2014 Registered on 10/20/2015	86-304851 4837698	CONTROL TECH
US	Lane Bryant Purchasing Corp.	Registered Filed 10/21/2014 Registered on 6/9/2015	86-429993 4751937	INSIDE LANE
US	Lane Bryant Purchasing Corp.	Registered Filed 12/8/2014 Registered on 8/2/2016	86-474148 5013649	LANE STYLE
US	Lane Bryant Purchasing Corp.	Registered Filed 12/8/2014 Registered on 8/22/2017	86-474144 5271585	LANE STYLE
US	Lane Bryant Purchasing Corp.	Registered Filed 9/23/2015 Registered on 7/26/2016	86-765287 5006219	THE ART OF SEXY...THE SCIENCE OF PERFECT FIT
US	Lane Bryant Purchasing Corp.	Registered Filed 9/23/2015 Registered on 11/8/2016	86-765289 5076411	PERFECT BRA FIT EVENT

US	Lane Bryant Purchasing Corp.	Registered Filed 9/6/2017 Registered on 1/8/2019	87-597902 5650500	CACIQUE
US	Lane Bryant Purchasing Corp.	Suspended Filed 7/31/2017	87-549418	TRI-FECTA SOLUTIONS BY LB ITU