

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM627464

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900587973

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		12/23/2020	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	THE DRESS BARN, INC.
Also Known As:	AKA DBI Holdings, Inc.
Street Address:	933 Macarthur Boulevard
City:	Mahwah
State/Country:	NEW JERSEY
Postal Code:	07430
Entity Type:	Corporation: CONNECTICUT
Name:	LANE BRYANT PURCHASING CORP.
Street Address:	3344 Morse Crossing Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43219
Entity Type:	Corporation: OHIO
Name:	MAURICES INCORPORATED
Street Address:	105 W. Superior Street
City:	Duluth
State/Country:	MINNESOTA
Postal Code:	55802
Entity Type:	Corporation: DELAWARE
Name:	TWEEN BRANDS INVESTMENT, LLC
Street Address:	8323 Walton Parkway
City:	New Albany
State/Country:	OHIO
Postal Code:	43054
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 52

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4617791	BROTHERS
Registration Number:	4505821	BE TRUE TO YOUR HEART
Registration Number:	4505822	LIFE IS BETTER WITH FRIENDS
Registration Number:	4498535	MAKE PEACE HAPPEN
Registration Number:	4498536	BELIEVE IN PEACE
Registration Number:	4629018	BE HAPPY
Registration Number:	4562166	JUSTICE & BROTHERS
Registration Number:	4515668	TECHTASTIC
Registration Number:	4642184	B
Registration Number:	4499798	M
Registration Number:	4689624	6TH & LANE
Registration Number:	4671741	I AM REAL
Registration Number:	4656323	JUSTICE 04
Serial Number:	86210324	BRIGHTFLY
Serial Number:	86210327	BRIGHTFLY
Serial Number:	86210331	BRIGHTFLY
Serial Number:	86210438	LIVI
Serial Number:	86244676	THE "IT" FIT
Serial Number:	86278209	
Serial Number:	86278212	
Serial Number:	86278214	
Serial Number:	86278219	M
Serial Number:	86278221	M
Serial Number:	86278223	M
Serial Number:	86244680	DB
Serial Number:	86244685	DB
Serial Number:	86244686	DB
Serial Number:	86244689	DB
Serial Number:	86275460	DB SUNDAY
Serial Number:	86275465	DB DOLLARS
Serial Number:	86275466	FABYOULOUS
Serial Number:	86275467	FABYOULOUS
Serial Number:	86275469	BEYOUTIFUL
Serial Number:	86275473	BEYOUTIFUL
Serial Number:	86275478	FABYOULOUS
Serial Number:	86278155	FABYOULOUS
Serial Number:	86429900	JUST LIKE ME
Serial Number:	86278406	DB RSVP

Property Type	Number	Word Mark
Serial Number:	86279704	BECAUSE
Serial Number:	86304851	CONTROL TECH
Serial Number:	86304852	BODY CONFIDENTIAL
Serial Number:	86304854	THE PANT PRINCIPLE
Serial Number:	86309714	MAURICES INMOTION
Serial Number:	86309715	MAURICES INMOTION
Serial Number:	86309716	MAURICES INMOTION
Serial Number:	86429993	INSIDE LANE
Serial Number:	86474144	LANE STYLE
Serial Number:	86474148	LANE STYLE
Serial Number:	86488379	WEAR A DRESS. CHANGE THE WORLD.
Serial Number:	86497619	DB PERKS
Serial Number:	86497696	DRESSBARN EST. 1962
Serial Number:	86499301	WESTPORT 1962

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 02/22/2021

Total Attachments: 8

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement (this "Trademark Release") is made as of December 23, 2020, by **JPMORGAN CHASE BANK, N.A.** in its capacity as administrative agent (the "Administrative Agent"), for the Lenders and the other Secured Parties (as defined in the Trademark Security Agreement referred to below) and the Borrowers listed on Schedule A attached hereto, (each a "Grantor" and collectively, the "Grantors").

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 6, 2015, by and among the Grantors and the Administrative Agent (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date thereof, the "Trademark Security Agreement"; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement), each of the Grantors unconditionally granted, assigned, and pledged to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties) a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 20, 2015 at Reel 5501, Frame 0027; and

WHEREAS, the Grantors have requested that the Administrative Agent execute this Trademark Release in order to terminate and release the Administrative Agent's Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases the Security Interest and all other liens and security interests that it has in, to and under the Trademark Collateral, including, without limitation, those Trademarks and Trademark applications referred to on Schedule I attached hereto and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such goodwill and all renewals of the foregoing.
2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Trademark Release.
3. Further Assurances. The Administrative Agent agrees to take all further actions and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Trademark Release, at Grantors' sole cost and expense, and without representation or warranty by the Administrative Agent.

4. Governing Law. This Trademark Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

This Trademark Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

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

By: 

Name: Anthony Galea
Title: Executive Director

[Signature Page to Termination and Release of Grant of Security Interest in Trademarks]

SCHEDULE A

THE DRESS BARN, INC., a Connecticut corporation

LANE BRYANT PURCHASING CORP., an Ohio corporation

MAURICES INCORPORATED, a Delaware corporation

TWEEN BRANDS INVESTMENT, LLC, an Ohio limited liability company

SCHEDULE I

Trademarks

REGISTERED OWNER	MARK	COUNTRY	APP. NUMBER	REG. NUMBER	REG. DATE	EXPIRATION
Tween Brands Investment, LLC	BROTHERS	US	85-108155	4617791	10/07/2014	10/07/2024
Tween Brands Investment, LLC	BE TRUE TO YOUR HEART	US	85-488587	4505821	04/01/2014	04/01/2024
Tween Brands Investment, LLC	LIFE IS BETTER WITH FRIENDS	US	85-488589	4505822	04/01/2014	04/01/2024
Tween Brands Investment, LLC	MAKE PEACE HAPPEN	US	85-488591	4498535	03/18/2014	03/18/2024
Tween Brands Investment, LLC	BELIEVE IN PEACE	US	85-488594	4498536	03/18/2014	03/18/2024
Tween Brands Investment, LLC	BE HAPPY	US	85-495110	4629018	10/28/2014	10/28/2024
Tween Brands Investment, LLC	JUSTICE & BROTHERS	US	85-692199	4562166	07/08/2014	07/08/2024
Tween Brands Investment, LLC	TECHTASTIC	US	85-785849	4515668	04/15/2014	04/15/2024
Tween Brands Investment, LLC	B*	US	86-033562	4642184	11/18/2014	11/18/2024
Maurices Incorporated	M	US	86-033559	4499798	03/18/2014	03/18/2024
Lane Bryant Purchasing Corp.	6 TH & LANE	US	86-104651	4689624	02/17/2015	02/17/2025
Maurices Incorporated	I AM REAL	US	86-312039	4671741	01/13/2015	01/13/2025

REGISTERED OWNER	MARK	COUNTRY	APP. NUMBER	REG. NUMBER	REG. DATE	EXPIRATION
Tween Brands Investment, LLC	JUSTICE 04'	US	86-278216	4656323	12/16/2014	12/16/2024

Trademark Applications

REGISTERED OWNER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
Lane Bryant Purchasing Corp.	BRIGHTFLY	US	86-210324	03/04/2014
Lane Bryant Purchasing Corp.	BRIGHTFLY	US	86-210327	03/04/2014
Lane Bryant Purchasing Corp.	BRIGHTFLY	US	86-210331	03/04/2014
Lane Bryant Purchasing Corp.	LIVI	US	86-210438	03/04/2014
Maurices, Incorporated	THE "IT" FIT	US	86-244676	04/07/2014
Maurices Incorporated	Miscellaneous Design (Lotus)	US	86-278209	05/12/2014
Maurices Incorporated	Miscellaneous Design (Lotus)	US	86-278212	05/12/2014
Maurices Incorporated	Miscellaneous Design (Lotus)	US	86-278214	05/12/2014
Maurices Incorporated	M (and design)	US	86-278219	05/12/2014
Maurices Incorporated	M (and design)	US	86-278221	05/12/2014
Maurices Incorporated	M (and design)	US	86-278223	05/12/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244680	04/07/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244685	04/07/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244686	04/07/2014
The Dress Barn, Inc.	DB (Stylized)	US	86-244689	04/07/2014

REGISTERED OWNER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
The Dress Barn, Inc.	DB SUNDAY	US	86-275460	05/08/2014
The Dress Barn, Inc.	DB DOLLARS	US	86-275465	05/08/2014
Tween Brands Investment, LLC	FABYOULOUS	US	86-275466	05/08/2014
Tween Brands, Investment, LLC	FABYOULOUS	US	86-275467	05/08/2014
Tween Brands Investment, LLC	BEYOUTIFUL	US	86-275469	05/08/2014
Tween Brands Investment, LLC	BEYOUTIFUL	US	86-275473	05/08/2014
Tween Brands Investment, LLC	FABYOULOUS	US	86-275478	05/08/2014
Tween Brands Investment, LLC	FABYOULOUS	US	86-278155	05/12/2014
Tween Brands Investment, LLC	JUST LIKE ME	US	86-429900	10/21/2014
The Dress Barn, Inc.	DB RSVP (and design)	US	86-278406	05/12/2014
Maurices Incorporated	BECAUSE	US	86-279704	05/13/2014
Lane Bryant Purchasing Corp.	CONTROL TECH	US	86-304851	06/10/2014
Lane Bryant Purchasing Corp.	BODY CONFIDENTIAL	US	86-304852	06/10/2014
Lane Bryant Purchasing Corp.	THE PANT PRINCIPLE	US	86-304854	06/10/2014
Maurices Incorporated	MAURICES INMOTION	US	86-309714	06/13/2014
Maurices Incorporated	MAURICES INMOTION	US	86-309715	06/13/2014
Maurices Incorporated	MAURICES INMOTION	US	86-309716	06/13/2014
Lane Bryant Purchasing Corp.	INSIDE LANE	US	86-429993	10/21/2014
Lane Bryant Purchasing Corp.	LANE STYLE	US	86-474144	12/08/2014

REGISTERED OWNER	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE
Lane Bryant Purchasing Corp.	LANE STYLE	US	86-474148	12/08/2014
The Dress Barn, Inc.	WEAR A DRESS, CHANGE THE WORLD	US	86-488379	12/22/2014
The Dress Barn, Inc.	DB PERKS	US	86-497619	01/07/2015
The Dress Barn, Inc.	DRESSBARN EST. 1962	US	86-497696	01/07/2015
The Dress Barn, Inc.	WESTPORT 1962	US	86-499301	01/09/2015

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