

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643465

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SENIOR SUPERPRIORITY TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David's Bridal, LLC		04/30/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2426973	DAVID'S BRIDAL
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	1987087	PRISCILLA
Registration Number:	1984078	PRISCILLA
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	1937208	GALINA
Registration Number:	3358442	MELISSA SWEET
Registration Number:	3441766	VINEYARD COLLECTION
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	3483983	CENTROAMÉRICATV
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	3933173	PLATINUM
Registration Number:	4059223	DB STUDIO
Registration Number:	4070237	MEMORIES BY DAVID'S BRIDAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4081630	JEWEL BY PRISCILLA OF BOSTON
Registration Number:	4150222	GALINA SIGNATURE
Registration Number:	4153523	PHOTOGRAPHY BY DAVID'S BRIDAL
Registration Number:	3737638	DBBRIDAL COLOR
Registration Number:	4308749	DAVID'S BRIDAL LUXE
Registration Number:	4299881	REVERIE
Registration Number:	4616517	DAVID'S BRIDAL
Registration Number:	4790709	DAVID'S BRIDAL
Registration Number:	4749612	JEWEL BY DAVID'S
Registration Number:	4729264	JEWEL BY DAVID'S BRIDAL
Registration Number:	5147040	DAVID'S
Registration Number:	5080756	VERSA BY DAVID'S BRIDAL
Registration Number:	5414723	DB
Registration Number:	5521318	BE YOUR OWN BRIDE
Registration Number:	5394380	BE YOUR OWN BRIDE
Registration Number:	5394414	BE YOUR OWN BRIDE DAVID'S BRIDAL
Registration Number:	5400141	BE YOUR OWN BRIDE
Registration Number:	4695407	DAVID'S BRIDAL
Registration Number:	5822126	DB
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:	6050998	BLUEPRINT
Registration Number:	4493933	BLUEPRINT REGISTRY
Registration Number:	5819688	BLUEPRINT REGISTRY
Registration Number:	4493934	BLUEPRINT WEDDING REGISTRY
Registration Number:	4771233	DAVID'S
Registration Number:	4197729	RUSTIC WEDDING CHIC
Serial Number:	90590873	WE EXIST FOR MAGICAL MOMENTS
Serial Number:	90544639	FRONTLINE FIERCE
Serial Number:	90536586	DIAMOND LOYALTY PROGRAM BY DAVID'S
Serial Number:	90536609	DIAMOND LOYALTY PROGRAM BY DAVID'S
Serial Number:	90331017	BRIDEMOJIS
Serial Number:	90149511	JEWEL
Serial Number:	90618925	THE WINK BY DAVID'S BRIDAL
Registration Number:	3483957	DAVID'S BRIDAL WEDDING

CORRESPONDENCE DATA**Fax Number:** 2123108007*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:** 2123108000**Email:** juan.arias@weil.com**Correspondent Name:** Michael Denton**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153**ATTORNEY DOCKET NUMBER:** Mi. Benton -32583.0059**NAME OF SUBMITTER:** Michael Denton**SIGNATURE:** /Michael Denton/**DATE SIGNED:** 04/30/2021**Total Attachments: 7**source=David_s Bridal - Senior Superpriority Trademark Security Agreement
Executed_WEIL_97950800_2#page1.tifsource=David_s Bridal - Senior Superpriority Trademark Security Agreement
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SENIOR SUPERPRIORITY TRADEMARK SECURITY AGREEMENT

This Senior Superpriority Trademark Security Agreement (this "Trademark Security Agreement") is entered into as of April 30, 2021 by and among David's Bridal, LLC, a Florida limited liability company (the "Grantor"), and Alter Domus (US) LLC, 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 Senior Superpriority Term Loan Pledge and Security Agreement, dated as of April 30, 2021 (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 Senior 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 Third Amended and Restated Intercreditor Agreement, dated as of April 30, 2021 (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.

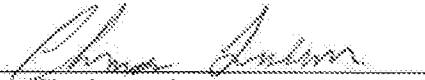
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Alter Domus (US) LLC 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 Senior 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

[Signature Page to Senior Superpriority Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007275 FRAME: 0770




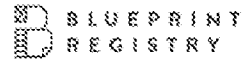

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: J. B.
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
David's Bridal	75/932,565	03/01/00	2,426,973	02/06/01
David's Bridal	78/374,628	02/26/04	3,017,372	11/22/05
David's Bridal	78/226,241	03/17/03	2,817,374	02/24/04
David's Bridal Make a Match	76/387,170	03/25/02	2,708,959	04/22/03
Priscilla	74/699,027	07/10/95	1,987,087	07/16/96
Priscilla	74/699,056	07/10/95	1,984,078	07/02/96
Priscilla of Boston	74/699,053	07/10/95	1,987,088	07/16/96
Galina	74/609,139	12/09/94	1,937,208	11/21/95
Melissa Sweet	77/016,636	10/09/06	3,358,442	12/25/07
Vineyard Collection	77/124,376	03/07/07	3,441,766	06/03/08
DavidsBridal.com	77/386,407	02/01/08	3,484,773	08/12/08
David's Bridal Wedding	77/337,650	11/27/07	3,483,957	08/12/08
Reverie by Melissa Sweet	77/362,873	01/02/08	3,517,983	10/14/08
Dress Your Wedding	78/974,131	09/14/06	3,522,745	10/21/08
Priscilla of Boston Classics	85/007,300	04/06/10	3,922,357	02/22/11
Platinum	77/262,053	08/22/07	3,933,173	03/22/11
DB Studio	85/257,942	03/04/11	4,059,223	11/22/11
Memories by David's Bridal	85/303,316	04/25/11	4,070,237	12/13/11
jewel BY PRISCILLA OF BOSTON	77/649,379	01/14/09	4,081,630	01/10/12
Galina Signature	85/451,956	10/20/11	4,150,222	05/29/12
Photography by David's Bridal	85/437,699	10/03/11	4,153,523	06/05/12
DBBridal Color	77/433,648	03/27/08	3,737,638	01/12/10
DAVID'S BRIDAL LUXE	85/689,569	07/29/12	4,308,749	03/26/13
Reverie	85/004,485	04/01/10	4,299,881	03/12/13
David's Bridal	86/156,932	01/03/14	4,616,517	10/07/14
David's Bridal	86/975,592	07/11/14	4,790,709	08/11/15
JEWEL BY DAVID'S	86/334,838	07/11/14	4,749,612	06/02/2015
JEWEL BY DAVID'S BRIDAL	86/334,829	07/11/14	4,729,264	04/28/15
DAVID'S	86/334,814	07/11/14	5,147,040	02/21/17

VERSA BY DAVID'S BRIDAL	86/901,221	02/08/16	5,080,756	11/15/16
DB	87/976,557	05/31/16	5,414,723	02/27/18
BE YOUR OWN BRIDE	87/977,798	11/23/16	5,521,318	07/17/18
BE YOUR OWN BRIDE	87/309,134	01/20/17	5,394,380	02/06/18
BE YOUR OWN BRIDE DAVID'S BRIDAL	87/322,785	02/02/17	5,394,414	02/06/18
BE YOUR OWN BRIDE	87/473,325	06/02/17	5,400,141	02/13/18
DAVID'S BRIDAL	86/334,763	07/11/14	4,695,407	03/03/15
DB	87/055,567	05/31/16	5,822,126	07/30/2019
	88/402,101	04/25/19	6,050,999	05/12/20
	88/232,441	12/17/18	5,819,706	07/30/19
	88/402,138	04/25/19	6,051,000	05/12/20
	88/232,449	12/17/18	5,819,707	07/30/19
BLUEPRINT	88/401,991	04/25/19	6,050,998	05/12/20
BLUEPRINT REGISTRY	85/919,333	04/30/13	4,493,933	03/11/2014
BLUEPRINT REGISTRY	88/232,161	12/17/18	5,819,688	07/30/19
BLUEPRINT WEDDING REGISTRY	85/919,348	04/30/13	4,493,934	03/11/2014
David's 	86/156,973	01/03/14	4,771,233	07/14/15
RUSTIC WEDDING CHIC	85510184	01/06/12	4197729	08/28/2012
WE EXIST FOR MAGICAL MOMENTS	90590873	03/19/21	--	--
FRONTLINE FIERCE	90544639	02/24/21	--	--
DIAMOND LOYALTY PROGRAM BY DAVID'S	90536586	02/19/21	--	--
DIAMOND LOYALTY PROGRAM BY DAVID'S	90536609	02/19/21	--	--
BRIDEMOJIS	90331017	11/19/20	--	--
JEWEL	90149511	08/31/20	6333941	04/27/2021

THE WINK BY DAVID'S BRIDAL	90618925	04/01/2021	--	--
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