

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David's Bridal, LLC		04/30/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85510184	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	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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>			
Phone:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		

CH \$215.00 85510184

SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	04/30/2021
Total Attachments: 5 source=Davids Bridal - Second Supplement to Trademark Security Agreement#page1.tif source=Davids Bridal - Second Supplement to Trademark Security Agreement#page2.tif source=Davids Bridal - Second Supplement to Trademark Security Agreement#page3.tif source=Davids Bridal - Second Supplement to Trademark Security Agreement#page4.tif source=Davids Bridal - Second Supplement to Trademark Security Agreement#page5.tif	

SECOND SUPPLEMENT TO ABL TRADEMARK SECURITY AGREEMENT

This SECOND SUPPLEMENT TO ABL TRADEMARK SECURITY AGREEMENT (this “Supplement”) is entered into as of April 30, 2021 by and among DAVID’S BRIDAL, LLC, a Florida limited liability company (the “Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to (i) the Amended and Restated Pledge and Security Agreement, dated as of November 26, 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 Supplement (ii) the ABL Trademark Security Agreement, dated as of January 18, 2019 (the “Trademark Agreement”), recorded with the United States Patent and Trademark Office (the “USPTO”) on January 18, 2019 at Reel 6529, Frame 0918 and (iii) Supplement to ABL Trademark Security Agreement dated as of November 26, 2019 by the Grantor in favor of the Collateral Agent which was recorded with USPTO on November 27, 2019 at Reel 6805, Frame 0105;

WHEREAS, the Grantor has acquired or created additional Trademarks since the date of the execution of the Trademark Agreement; and

WHEREAS, Schedule I does not reflect all Trademarks acquired or created by the Grantor since the date of execution of the Trademark Agreement;

NOW, THEREFORE, in consideration of the premises, 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 those items added to Schedule II-A of the Trademark Agreement pursuant to Section 3 below for the benefit of the Collateral Agent, including:

- (a) Trademarks of the Grantor, including those listed on Schedule II-A attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement and Trademark Agreement. The security interest is hereby supplemented, effective as of the date hereof, by amending Schedule I to the Trademark Agreement to add each of the Trademarks listed on Schedule II-A of this Supplement, pursuant to this Supplement and 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 Supplement 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 Supplement.

SECTION 5. Counterparts. This Supplement 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 Supplement shall be effective as delivery of an original executed counterpart of this Supplement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of November 26, 2019 (as 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 Supplement, the terms of the Intercreditor Agreement shall govern and control.

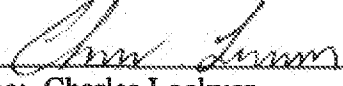
SECTION 7. Governing Law. This Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Bank of America, N.A. is entering into this Supplement solely in its capacity as Collateral Agent. The rights, privileges and immunities of the Collateral Agent set forth in the Credit Agreement and the Security Agreement, shall be incorporated into this Supplement as though fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAVID'S BRIDAL, LLC, as Grantor By:

By: 

Name: Charles Lockyer

Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____

Name: Roger Malouf
Title: Senior Vice President

SCHEDULE II-A
to
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
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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