

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Talbots, Inc.		11/17/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ascena Retail Group L.P., as Collateral Agent
Street Address:	933 MacArthur Boulevard
City:	Mahwah
State/Country:	NEW JERSEY
Postal Code:	07430
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4821404	FLATTERY WILL GET YOU EVERYWHERE TALBOTS
Registration Number:	4812897	T
Registration Number:	6390197	T
Registration Number:	6000291	TALBOTS INTIMATES
Registration Number:	6310252	THE WORLD ACCORDING TO MOM
Registration Number:	1114694	
Registration Number:	1771987	
Registration Number:	3052114	
Registration Number:	4168221	
Registration Number:	4118271	TALBOTS
Registration Number:	2692954	TALBOTS CLASSIC AWARDS
Registration Number:	5157568	TALBOTS COMPANY STORE
Registration Number:	2297384	TALBOTS
Registration Number:	2790627	TALBOTS
Registration Number:	1720913	TALBOTS IS THE CLASSICS
Registration Number:	1711809	TALBOTS KIDS
Registration Number:	1826424	TALBOTS PETITES
Registration Number:	3119743	TALBOTS WOMAN PETITES

CH \$665.00 4821404

Property Type	Number	Word Mark
Registration Number:	5051368	BE YOUR OWN MODERN CLASSIC
Registration Number:	2692953	CLASSIC AWARDS
Registration Number:	5056109	GIVE CONFIDENCE HOPE STYLE
Registration Number:	4680050	TALBOTS
Registration Number:	5350042	TALBOTS SINCE 1947
Registration Number:	4861184	THE FLAWLESS FIVE-POCKET
Serial Number:	77601814	T
Serial Number:	90838558	A WORLD OF WELLNESS FOR YOU AT HOME

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00071
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/23/2021

Total Attachments: 8
source=22. Talbots - Second Lien Short Form Trademark Security Agreement (Execution 11-17-21)_ (81664804_1)#page1.tif
source=22. Talbots - Second Lien Short Form Trademark Security Agreement (Execution 11-17-21)_ (81664804_1)#page2.tif
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE TERM INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 17, 2021 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "TERM INTERCREDITOR AGREEMENT"), AMONG TLB HOLDINGS LLC ("HOLDINGS"), THE TALBOTS INC., AS BORROWER, CERTAIN SUBSIDIARIES OF HOLDINGS AS GUARANTORS, HPS INVESTMENT PARTNERS, LLC, AS FIRST LIEN COLLATERAL AGENT AND ASCENA RETAIL GROUP L.P., AS SECOND LIEN COLLATERAL AGENT AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE TERM INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE TERM INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SHORT FORM
SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated November 17, 2021 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Ascena Retail Group L.P., as Collateral Agent (the "**Collateral Agent**") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, TLB Holdings LLC, a Delaware limited liability company ("**Holdings**"), The Talbots Inc., a Delaware corporation (the "**Borrower**"), and Ascena Retail Group L.P. as administrative agent (in such capacity, and together with its successors and permitted assigns, the "**Administrative Agent**"), the Collateral Agent and each lender from time to time party thereto (collectively, the "**Lenders**" and, each individually, a "**Lender**") entered into the Second Lien Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), dated as of November 17, 2021 (the "**Closing Date**"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors entered into the Second Lien Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its

successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, (v) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto with the United States Patent and Trademark Office.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity,

legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

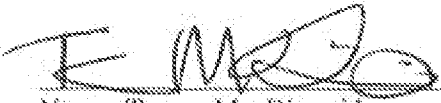
THE TALBOTS, INC.,
as Grantor

By: 
Name: Brian P. Keaveney
Title: Chief Financial Officer

[Signature Page to Second Lien Short-Form Trademark Security Agreement]

TRADEMARK
REEL: 007503 FRAME: 0176

ASCENA RETAIL GROUP L.P.,
as Collateral Agent

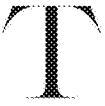

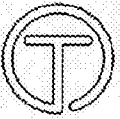

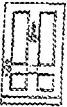
By: 
Name: Tamer MacDiarmid
Title: Chief Financial Officer

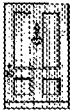



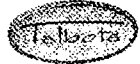

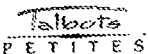
SCHEDULE A

to

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademarks:

Trademark	Owner	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Status
T Design 	The Talbots, Inc.	USA	77601814 28-OCT-2008	--	Pending Intent to Use
FLATTERY WILL GET YOU EVERYWHERE TALBOTS PANT COLLECTION Design 	The Talbots, Inc.	USA	86508516 20-JAN-2015	4821404 29-SEP-2015	Registered
T Design 	The Talbots, Inc.	USA	86559498 10-MAR-2015	4812897 15-SEP-2015	Registered
A WORLD OF WELLNESS FOR YOU AT HOME	The Talbots, Inc.	USA	90838558 20-JUL-2021	--	Pending Intent to Use
T Design 	The Talbots, Inc.	USA	88657236 16-OCT-2019	6390197 15-JUN-2021	Registered
TALBOTS INTIMATES	The Talbots, Inc.	USA	88402646 25-APR-2019	6000291 03-MAR-2020	Registered
THE WORLD ACCORDING TO MOM	The Talbots, Inc.	USA	88771096 23-JAN-2020	6310252 30-MAR-2021	Registered
Design Only 	The Talbots, Inc.	USA	73088931 01-JUN-1976	1114694 06-MAR-1979	Registered

Trademark	Owner	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Status
Design Only 	The Talbots, Inc.	USA	74112243 06-NOV-1990	1771987 18-MAY-1993	Registered
Design Only 	The Talbots, Inc.	USA	76538934 07-AUG-2003	3052114 31-JAN-2006	Registered
Design Only 	The Talbots, Inc.	USA	77601806 28-OCT-2008	4168221 03-JUL-2012	Registered
TALBOTS	The Talbots, Inc.	USA	85380026 25-JUL-2011	4118271 27-MAR-2012	Registered
TALBOTS CLASSIC AWARDS	The Talbots, Inc.	USA	76402882 30-APR-2002	2692954 04-MAR-2003	Registered
TALBOTS COMPANY STORE	The Talbots, Inc.	USA	86873867 13-JAN-2016	5157568 07-MAR-2017	Registered
TALBOTS Design 	The Talbots, Inc.	USA	75396254 25-NOV-1997	2297384 07-DEC-1999	Registered
TALBOTS Design 	The Talbots, Inc.	USA	76443975 23-AUG-2002	2790627 09-DEC-2003	Registered
TALBOTS IS THE CLASSICS	The Talbots, Inc.	USA	74149567 20-MAR-1991	1720913 29-SEP-1992	Registered
TALBOTS KIDS Design 	The Talbots, Inc.	USA	74112244 05-NOV-1990	1711809 01-SEP-1992	Registered
TALBOTS PETITES Design 	The Talbots, Inc.	USA	74396990 28-MAY-1993	1826424 15-MAR-1994	Registered
TALBOTS WOMAN PETITES	The Talbots, Inc.	USA	78607125 12-APR-2005	3119743 25-JUL-2006	Registered

Trademark	Owner	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Status
BE YOUR OWN MODERN CLASSIC	The Talbots, Inc.	USA	86848063 14-DEC-2015	5051368 27-SEP-2016	Registered
CLASSIC AWARDS	The Talbots, Inc.	USA	76402881 30-APR-2002	2692953 04-MAR-2003	Registered
GIVE CONFIDENCE HOPE STYLE	The Talbots, Inc.	USA	86802364 28-OCT-2015	5056109 04-OCT-2016	Registered
TALBOTS	The Talbots, Inc.	USA	86261568 24-APR-2014	4680050 27-JAN-2015	Registered
TALBOTS SINCE 1947	The Talbots, Inc.	USA	87435029 03-MAY-2017	5350042 05-DEC-2017	Registered
THE FLAWLESS FIVE-POCKET	The Talbots, Inc.	USA	86574608 24-MAR-2015	4861184 24-NOV-2015	Registered

Pending Trademark Applications:

None.