

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM826192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Term Loan Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
David's Bridal, Inc.		07/21/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CION Investment Corporation		
<b>Street Address:</b>	100 Park Ave FL 25		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 96</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5400141	BE YOUR OWN BRIDE	
<b>Registration Number:</b>	5394380	BE YOUR OWN BRIDE	
<b>Registration Number:</b>	5521318	BE YOUR OWN BRIDE	
<b>Registration Number:</b>	5394414	BE YOUR OWN BRIDE DAVID'S BRIDAL	
<b>Registration Number:</b>	6050998	BLUEPRINT	
<b>Registration Number:</b>	6050999	B · BLUEPRINT · BLUEPRINT	
<b>Registration Number:</b>	6051000	B BLUEPRINT	
<b>Registration Number:</b>	4493933	BLUEPRINT REGISTRY	
<b>Registration Number:</b>	5819688	BLUEPRINT REGISTRY	
<b>Registration Number:</b>	4493934	BLUEPRINT WEDDING REGISTRY	
<b>Registration Number:</b>	5819707	B BLUEPRINT REGISTRY	
<b>Registration Number:</b>	5819706	B BLUEPRINT REGISTRY	
<b>Registration Number:</b>	5822126	DB	
<b>Registration Number:</b>	5414723	DB	
<b>Registration Number:</b>	4790709	DAVID'S BRIDAL	
<b>Registration Number:</b>	4695407	DAVID'S BRIDAL	
<b>Registration Number:</b>	5147040	DAVID'S	
<b>Registration Number:</b>	4616517	DAVID'S BRIDAL	
<b>Registration Number:</b>	2426973	DAVID'S BRIDAL	

CH \$2415.00 5400141

Property Type	Number	Word Mark
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	3483957	DAVID'S BRIDAL WEDDING
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	4308749	DAVID'S BRIDAL LUXE
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	4059223	DB STUDIO
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	6493470	FIFTEEN ROSES
Registration Number:	1937208	GALINA
Registration Number:	4150222	GALINA SIGNATURE
Registration Number:	6333941	JEWEL
Registration Number:	4729264	JEWEL BY DAVID'S BRIDAL
Registration Number:	3358442	MELISSA SWEET
Registration Number:	3933173	PLATINUM
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	1987087	PRISCILLA
Registration Number:	1984078	PRISCILLA
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	4299881	REVERIE
Registration Number:	4197729	RUSTIC WEDDING CHIC
Registration Number:	5080756	VERSA BY DAVID'S BRIDAL
Registration Number:	3441766	VINEYARD COLLECTION
Registration Number:	6833204	BRIDEMOJIS
Registration Number:	6636761	FRONTLINE FIERCE
Registration Number:	6697207	DIAMOND LOYALTY PROGRAM BY DAVID'S
Registration Number:	6697206	DIAMOND LOYALTY PROGRAM BY DAVID'S
Registration Number:	6615186	WE EXIST FOR MAGICAL MOMENTS
Registration Number:	6615241	THE WINK BY DAVID'S BRIDAL
Registration Number:	6827355	DAVIDS.COM
Registration Number:	6821077	JULES & CLEO
Registration Number:	6821080	JULES & CLEO
Registration Number:	4835288	FOREVER BRIDE
Registration Number:	5426883	WHITEBOOK
Registration Number:	5970225	ANOMALIE
Registration Number:	6862997	DAVID'S
Registration Number:	6862995	DAVID'S

Property Type	Number	Word Mark
Registration Number:	6964329	REIMAGINE DB STUDIO
Registration Number:	6964286	CELEBRATE DB STUDIO
Registration Number:	6964645	HOORAY DB STUDIO
Registration Number:	6964644	HOORAY DB STUDIO
Serial Number:	90154725	FIFTEEN ROSES
Serial Number:	90860626	PEARL BY DAVID'S
Serial Number:	90860584	PEARL BY DAVID'S
Serial Number:	90858772	PEARL REPORT BY DAVID'S
Serial Number:	97193179	JULES & CLEO BY DAVID'S BRIDAL
Serial Number:	97193053	JULES & CLEO BY DAVID'S BRIDAL
Serial Number:	97351335	GALINA SIGNATURE
Serial Number:	97407916	INFATUATION GALINA SIGNATURE
Serial Number:	97407888	DEVOTION GALINA SIGNATURE
Serial Number:	97407843	DREAM GALINA SIGNATURE
Registration Number:	7000630	DAVID'S BRIDAL NASHBLAST
Serial Number:	97637078	PEARL BY DAVID'S
Serial Number:	97616096	OC OLEG CASSINI
Serial Number:	97616089	OC OLEG CASSINI
Serial Number:	97616088	OC OLEG CASSINI
Serial Number:	97616087	OC OLEG CASSINI
Serial Number:	97616073	OLEG CASSINI
Serial Number:	97817645	ALTERED BY ARTISANS
Serial Number:	97862696	JULES & CLEO
Serial Number:	97862727	JULES & CLEO BY DAVID'S BRIDAL
Registration Number:	650952	OLEG CASSINI
Registration Number:	887533	OLEG CASSINI
Registration Number:	657489	OLEG CASSINI
Registration Number:	3426107	CASSINI
Registration Number:	3491539	OLEG CASSINI
Registration Number:	1589618	OC
Registration Number:	2701647	BLACK TIE OLEG CASSINI
Registration Number:	4198866	ICON OLEG CASSINI
Registration Number:	1549157	OC
Registration Number:	1601768	CASSINI
Registration Number:	5200809	VIAGGIO CASSINI
Registration Number:	3943234	OLEG CASSINI
Registration Number:	3873527	OLEG CASSINI
Registration Number:	5302049	EVENTS ELEVATED

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3175879	US ANGELS

**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:** 2136207848

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Justine Lu/White & Case LLP

**Address Line 1:** 555 South Flower Street, Suite 2700

**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1582832-0009-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	07/21/2023

**Total Attachments: 9**

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**TERM LOAN TRADEMARK SECURITY AGREEMENT**

This TERM LOAN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of July 21, 2023 by and among **DAVID’S BRIDAL INC.**, a Delaware Corporation (the “Grantor”), and **CION INVESTMENT CORPORATION**, 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 Pledge and Security Agreement, dated as of July 21, 2023 (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 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.

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 Intercreditor Agreement, dated as of July 21, 2023 (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 Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

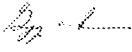
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. CION Investment Corporation. 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 Credit Agreement and the Security Agreement shall be incorporated into this Trademark Security Agreement as though fully set forth herein.

[signature pages follow]

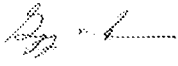
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DAVID'S BRIDAL, INC.,** as Grantor

By:  \_\_\_\_\_  
Name: Gregg Bresner  
Title: President

Accepted and Agreed:







**CION INVESTMENT CORPORATION,**  
as Collateral Agent

By: 

\_\_\_\_\_  
Name: Gregg Bresner

Title: President



TRADEMARK	COUNTRY	APP. No.	APP. DATE	REG. NO.	REG. DATE
Be Your Own Bride	United States	87473325	6/2/17	5400141	2/3/18
Be Your Own Bride	United States	87309134	1/20/17	5394380	2/6/18
Be Your Own Bride	United States	87977798	11/23/16	5521318	7/17/18
Be Your Own Bride David's Bridal	United States	87322785	2/2/17	5394414	2/6/18
Blueprint	United States	88401991	4/25/19	6050998	5/12/20
	United States	88402101	4/25/19	6050999	5/12/20
 BLUEPRINT	United States	88402138	4/25/19	6051000	5/12/20
Blueprint Registry	United States	85919333	4/30/13	4493933	3/11/14
Blueprint Registry	United States	88232161	12/17/18	5819688	7/30/19
Blueprint Wedding Registry	United States	85919348	4/30/13	4493934	3/11/14
 BLUEPRINT REGISTRY	United States	88232449	12/17/18	5819707	7/30/19
	United States	88232441	12/17/18	5819706	7/30/19
	United States	87055567	5/31/16	5822126 (IC 25)	7/30/19
	United States	87976557	5/31/16	5414723 (IC 35)	2/27/18
DAVID'S BRIDAL	United States	86975592	7/11/14	4790709	8/11/15
DAVID'S BRIDAL	United States	86334763	7/11/14	4695407	3/3/15
DAVID'S	United States	86334814	7/11/14	5147040	2/21/17
David's BRIDAL	United States	86156932	1/3/14	4616517	10/7/14
David's Bridal	United States	75932565	3/1/00	2426973	2/6/01
DAVID'S BRIDAL	United States	78226241	3/17/03	2817374	2/24/04
DAVID'S BRIDAL	United States	78374628	2/26/04	3017372	11/22/05
DAVID'S BRIDAL <i>including</i>	United States	77337650	11/27/07	3483957	8/12/08
DavidsBridal.com	United States	77386407	2/1/08	3484773	8/12/08
David's Bridal Luxe (lapse as of Sept. 2023)	United States	85689569	7/29/12	4308749	3/26/13
David's Bridal Make a Match (lapse as of Oct. 2023)	United States	76387170	3/25/02	2708959	4/22/03

TRADEMARK	COUNTRY	APP. No.	APP. DATE	REG. NO.	REG. DATE
db studio	United States	85257942	3/4/11	4059223	11/22/11
Dress Your Wedding	United States	78974131	9/14/06	3522745	10/21/08
Fifteen Roses (IC 14.25)	United States	90975528	9/2/20	6493470	9/21/21
Galina	United States	74609139	12/9/94	1937208	11/21/95
Galina Signature	United States	85451956	10/20/11	4150222	5/29/12
JEWEL	United States	90149511	8/31/20	6333941	4/27/21
Jewel by David's Bridal	United States	86334829	7/11/14	4729264	4/28/15
Melissa Sweet	United States	77016636	10/9/06	3358442	12/25/07
Platinum	United States	77262053	8/22/07	3933173	3/22/11
Priscilla of Boston	United States	74699053	7/10/95	1987088	7/16/96
Priscilla of Boston Classics	United States	85007300	4/6/10	3922357	2/22/11
Priscilla	United States	74699027	7/10/95	1987087	7/16/96
Priscilla	United States	74699056	7/10/95	1984078	7/2/96
	United States	77362873	1/2/08	3517983	10/14/08
Reverie	United States	85004485	4/1/10	4299881	3/12/13
Rustic Wedding Chic	United States	85510184	1/6/12	4197729	8/28/12
Versa by David's Bridal (lapse as of May 2023)	United States	86901221	2/8/16	5080756	11/15/16
Vineyard Collection	United States	77124376	3/7/07	3441766	6/3/08
BrideMojis	United States	90874443	8/10/21	6833204	8/30/22
Frontline Fierce	United States	90544639	2/24/21	6636761	2/8/22
	United States	90536609	2/19/21	6697207	4/12/22
Diamond Loyalty Program by David's	United States	90536586	2/19/21	6697206	4/12/22
We Exist for Magical Moments	United States	90590873	3/19/21	6615186	1/11/22
The Wink by David's Bridal	United States	90618925	4/1/21	6615241	1/11/22
Davids.com	United States	90897846	8/23/21	6827355	8/23/22
Jules & Cleo IC 14	United States	97191545	12/27/21	6821077	8/16/22
Jules & Cleo IC 25	United States	97192863	12/28/21	6821080	8/16/22
Forever Bride	United States	86521085	2/2/15	4835288	10/20/15
WhiteBook (lapse as of March 2024)	United States	87551460	8/1/17	5426883	3/20/18
Anomalie	United States	88060559	8/1/18	5970225	1/18/20
David's	United States	90897875	8/23/21	6862997	10/4/22
David's	United States	6862995	8/23/21	6862995	10/4/22
Reimagine DB Studio	United States	97280783	2/23/22	6964329	1/24/23
Celebrate DB Studio	United States	97259438	2/9/22	6964286	1/24/23

TRADEMARK	COUNTRY	APP. No.	APP. DATE	REG. NO.	REG. DATE
Hooray DB Studio	United States	97530281	8/2/22	6964645	1/24/23
Hooray DB Studio	United States	97530258	8/2/22	6964644	1/24/23
FIFTEEN ROSES	United States	90154725	9/2/20	NOA Issued 4/20/21	
Pearl by David's	United States	90860626	8/2/21 IC 9	NOA 11/8/22 SOU 5/8/23	
Pearl by David's	United States	90860584	8/2/21	6981852	2/14/23
Pearl Report by David's	United States	90858772	7/30/21	6971200	2/7/23
Jules & Cleo by David's Bridal IC 25	United States	97193179	12/27/21	NOA 1/3/23 (scheduled to abandon)	
Jules & Cleo by David's Bridal IC 14	United States	97193053	12/28/21	Intentionally Abandoned 4/17/23	
Galina Signature	United States	97351335	4/7/22		
Infatuation Galina Signature	United States	97407916	5/12/22		
Devotion Galina Signature	United States	97407888	5/12/22		
Dream Galina Signature	United States	97407843	5/12/22		
David's Bridal NashBlast	United States	97551339	8/16/22	7000630	3/14/23
	United States	97637078	10/18/22		
	United States	97616096 IC 18	9/30/22		
	United States	97616089 IC 14	9/30/22		
	United States	97616088 IC 3	9/30/22		
	United States	97616087 IC 25	9/30/22		
Oleg Cassini	United States	97616073	9/30/22		
Altered by Artisans	United States	97817645	3/1/23		
Jules & Cleo IC 3	United States	97862696	3/29/23		
Jules & Cleo by David's Bridal IC 3	United States	97862727	3/29/23		
OLEG CASSINI AND DESIGN	United States of America	72017871	Oct 22, 1956	650952	Aug 27, 1957
OLEG CASSINI	United States of America	72309072	Oct 7, 1968	887533	Mar 10, 1970
OLEG CASSINI (SCRIPT)	United States of America	72028682	Apr 23, 1957	657489	Jan 21, 1958

TRADEMARK	COUNTRY	APP. No.	APP. DATE	REG. NO.	REG. DATE
CASSINI	United States of America	77264082	Aug 24, 2007	3426107	May 13, 2008
OLEG CASSINI	United States of America	77264097	Aug 24, 2007	3491539	Aug 26, 2008
OC AND DESIGN	United States of America	73805346	Jun 8, 1989	1589618	Apr 3, 1990
BLACK TIE OLEG CASSINI	United States of America	75930954	Feb 29, 2000	2701647	Apr 1, 2003
ICON OLEG CASSINI	United States of America	77867198	Nov 6, 2009	4198866	Aug 28, 2012
OC AND DESIGN	United States of America	73751858	Sep 14, 1988	1549157	Jul 25, 1989
CASSINI	United States of America	73820912	Aug 21, 1989	1601768	Jun 19, 1990
VIAGGIO CASSINI (STYLIZED)	United States of America		Oct 13, 2015	5200809	May 9, 2017
OLEG CASSINI (CL 18)	United States of America	85004152	Apr 1, 2010	3943234	Apr 12, 2011
OLEG CASSINI [CL 9]	United States of America	85008176	Apr 7, 2010	3873527	Nov 9, 2010
The Wink by David's Bridal	Canada	2189478	2022-05-02		Application
Pearl Report by David's	Canada	2189494	2022-05-02	1664018	5/2/22
Hooray DB Studio	Canada	2213298	2022-08-17		Application
Hooray DB Studio	Canada	2211554	2022-08-17		Application
JULES & CLEO	Canada	2155144	2021-12-17		Application
DAVID'S	Canada	2167942	2022-02-22		Application
CELEBRATE DB STUDIO	Canada	2167943	2022-02-22		Application
REIMAGINE DB STUDIO	Canada	2170721	2022-03-04		Application
GALINA SIGNATURE	Canada	2180193	2022-04-20		Application
DREAM GALINA SIGNATURE	Canada	2185747	2022-05-16		Application
DEVOTION GALINA SIGNATURE	Canada	2185749	2022-05-16		Application
INFATUATION GALINA SIGNATURE	Canada	2185748	2022-05-16		Application
MELISSA SWEET	Canada	1618131	2013-03-13	TMA902702	2015-05-04
DAVID'S BRIDAL	Canada	0810552	1996-04-22	TMA561405	2002-05-06
DAVID'S BRIDAL AND DESIGN	Canada	1505294	2010-11-24	TMA818547	2012-02-28
DAVID'S BRIDAL LUXE (STYLIZED)	Canada	1618124	2013-03-13	TMA879037	2014-05-29
DB STUDIO (STYLIZED)	Canada	1618130	2013-03-13	TMA890521	2014-11-21
GALINA	Canada	1505289	2010-11-24	TMA818578	2012-02-28
GALINA SIGNATURE (STYLIZED)	Canada	1618132	2013-03-13	TMA878913	2014-05-28
JEWEL BY DAVID'S	Canada	1748741	2015-10-02	TMA958171	2016-12-15
MICHAELANGELO	Canada	0771756	1994-12-22	TMA513992	1999-08-05

TRADEMARK	COUNTRY	APP. No.	APP. DATE	REG. NO.	REG. DATE
MICHAELANGELO (STYLIZED)	Canada	0771755	1994-12-22	TMA515059	1999-08-24
CASSINI	Canada	0645429	Nov 22, 1989	TMA412217	May 14, 1993
OLEG CASSINI AND DESIGN	Canada	0404897	Dec 3, 1976	TMA414105	Jul 2, 1993
COAT OF ARMS DESIGN	Canada	0404899	Dec 3, 1976	TMA251080	Oct 2, 1980
OLEG CASSINI AND DESIGN	Canada	0404898	Dec 3, 1976	TMA419362	Nov 12, 1993
OLEG CASSINI	Canada	0529460	Oct 3, 1984	TMA332573	Oct 2, 1987
OLEG CASSINI AND DESIGN	Canada	0435583	Feb 9, 1979	TMA282516	Aug 19, 1983
CASSINI	Canada	1623936	Apr 24, 2013	TMA895117	Jan 27, 2015
OC OLEG CASSINI	Canada	2226915	Nov 6, 2022		
OC OLEG CASSINI	Canada	2226916	Nov 6, 2022		
PEARL BY DAVID'S	Canada	2238433	Nov 6, 2022		
OC OLEG CASSINI	Canada	2235479	Nov 6, 2022		
OC OLEG CASSINI	Canada	2235480	Nov 6, 2022		
OC OLEG CASSINI	Canada	2234359	Nov 6, 2022		
PEARL BY DAVID'S	Canada	2244018	May 2, 2022		
DIAMOND LOYALTY PROGRAM BY DAVID'S	Canada	2191036	May 2, 2022		
PEARL BY DAVID'S	Canada	2225068	May 2, 2022		
BRIDEMOJIS	Canada	2186792	Apr 21, 2022		
EVENTS ELEVATED	United States	86747735	Sept 4, 2015	5302049	Oct 3, 2017
US ANGELS	United States	76647555	Sept 28, 2005	3175879	Nov 28, 2006