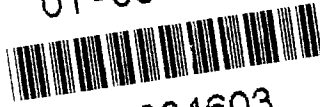


01-06-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102904603

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): D.B.R., INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/03/05

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other - National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE I.

B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE I.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angela Cioffi

Name of Person Signing

Signature

1/05/2005

Date

01/07/2005 DBYRNE 00000076 1323805

Total number of pages including cover sheet, attachments, and document:

01 FC:8521 02 FC:8522

40.00 DP documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 225.00 DP

TRADEMARK REEL: 003100 FRAME: 0872

Schedule I
Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Expiration Date</u>
Dress Barn	D.B.R., Inc.	1,323,805	March 5, 2005
Princeton Club	D.B.R., Inc.	1,333,327	April 30, 2005
Lee David Ltd.	D.B.R., Inc.	1,334,403	May 7, 2005
Westport, Ltd.	D.B.R., Inc.	1,355,463	August 20, 2005
SBX	D.B.R., Inc.	1,802,493	November 2, 2013
DB& Design (Chop)	D.B.R., Inc.	2,680,798	January 28, 2013
dressbarn (stylized)	D.B.R., Inc.	2,785,570	November 25, 2013
Dress Barn Woman/Misses	D.B.R., Inc.	2,802,144	January 16, 2014
dressbarn Collection	D.B.R., Inc.	available for use without registration	
The most important lesson I ever learned is how to be myself	D.B.R., Inc.	Serial No. 78/258,358 Allowed	
The lifestyle that fits	D.B.R., Inc.	Serial No. 78/258,360 Allowed	

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 3, 2005, among THE DRESS BARN, INC. (the "Borrower"), the subsidiaries of the Borrower identified herein on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of January 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and JPMCB, as administrative agent, and (b) the Guarantee and Collateral Agreement dated as of January 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement, including the preamble and introductory paragraph hereto, and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the goodwill associated with or symbolized by the Trademarks.

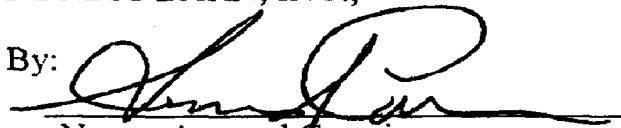
SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. This Agreement shall terminate in accordance with the Collateral Agreement.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE DRESS BARN, INC.,

By:



Name: Armand Correia

Title: Senior Vice President

D.B.R., INC.,

By:

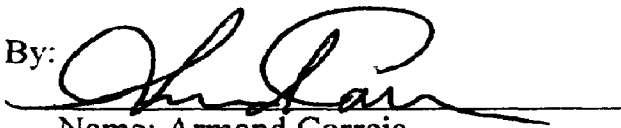


Name: Armand Correia

Title: Senior Vice President

DBX, INC.,

By:



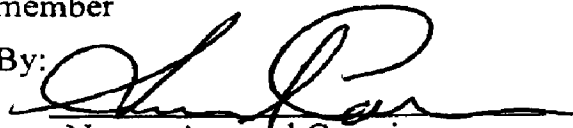
Name: Armand Correia

Title: Senior Vice President

DRESS BARN CREDIT MANAGEMENT,
LLC,

By: THE DRESS BARN, INC., its sole
member

By:



Name: Armand Correia

Title: Senior Vice President

MAURICES INCORPORATED,

By:

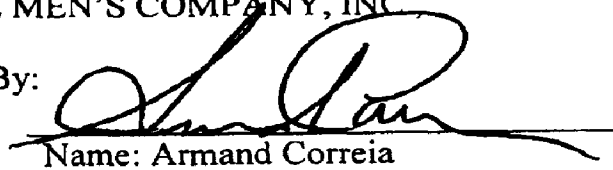


Name: Armand Correia

Title: Senior Vice President

THE MEN'S COMPANY, INC

By:



Name: Armand Correia

Title: Senior Vice President

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

By:

Name:

Title: