

01-06-2005



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

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

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Tab settings

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

1-6-05

1. Name of conveying party(ies): MAURICES INCORPORATED

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 1/03/2005

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: 14

7. Total fee (37 CFR 3.41)... 365.00
 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 Date: 1/05/2005

01/07/2005 DRYRNE 00000079 1061028

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

01 FC:8521 02 FC:8522

40.00 OP 325.00 OP

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

TRADEMARK REEL: 003100 FRAME: 0968

Schedule I
Trademarks

| <u>Mark</u> | <u>Owner</u> | <u>Reg. No.</u> | <u>Expiration Date</u> |
|-------------------|-----------------------|-----------------|------------------------|
| The Closet | Maurices Incorporated | 1,061,028 | March 8, 2007 |
| Maurices | Maurices Incorporated | 1,095,513 | July 4, 2008 |
| Nail-Net | Maurices Incorporated | 1,331,572 | April 23, 2005 |
| J P Petites | Maurices Incorporated | 1,405,047 | August 12, 2006 |
| First Concepts | Maurices Incorporated | 1,464,051 | November 3, 2007 |
| W.O.R.D.S. | Maurices Incorporated | 1,497,819 | July 26, 2008 |
| Dweebie | Maurices Incorporated | 1,554,829 | September 5, 2009 |
| The Men's Company | Maurices Incorporated | 1,829,043 | March 29, 2014 |
| Timbuktu Station | Maurices Incorporated | 1,973,858 | May 14, 2006 |
| Juncture | Maurices Incorporated | 2,428,862 | February 13, 2011 |
| A Fortiori | Maurices Incorporated | 2,428,863 | February 13, 2011 |
| Opulescents | Maurices Incorporated | 2,184,995 | August 25, 2008 |
| Studio Y | Maurices Incorporated | 2,466,324 | July 3, 2011 |
| Tangents | Maurices Incorporated | 2,443,524 | April 10, 2011 |

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.

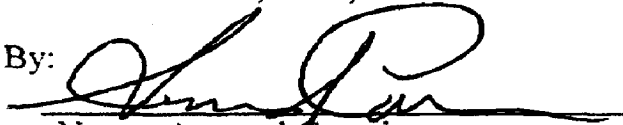
SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights 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:



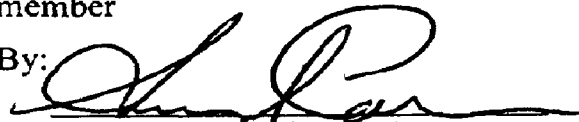
Name: Armand Correia

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:

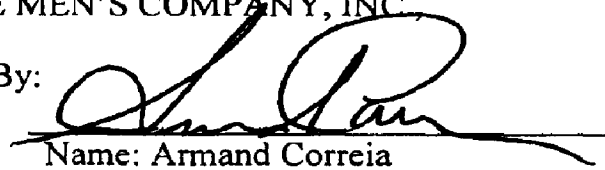


Name: Armand Correia

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:

THE MEN'S COMPANY, INC.,

By:

Name:
Title:

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

By:

THK

Name: **Thomas H. Kozlark**
Title: **Vice President**

Schedule I

Subsidiary Parties

D.B.R., Inc., a Delaware corporation

DBX, Inc., a New York corporation

Dress Barn Credit Management, LLC, a Virginia limited liability company

Maurices Incorporated, a Delaware corporation

The Men's Company, Inc., a Delaware corporation

Schedule II

| <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 | |
| Dress Barn (European Union) | Dress Barn, Inc. | 000860163 | June 24, 2008 |
| Dress Barn (Japan) | Dress Barn, Inc. | 4,370,217 | May 24, 2010 |
| Dress Barn (Mexico) | Dress Barn, Inc. | 619277 | September 30, 2007 |
| Dress Barn (Mexico) | Dress Barn, Inc. | 626605 | September 30, 2007 |
| The Closet | Maurices Incorporated | 1,061,028 | March 8, 2007 |
| Maurices | Maurices Incorporated | 1,095,513 | July 4, 2008 |
| Nail-Net | Maurices Incorporated | 1,331,572 | April 23, 2005 |
| J P Petites | Maurices Incorporated | 1,405,047 | August 12, 2006 |
| First Concepts | Maurices Incorporated | 1,464,051 | November 3, 2007 |
| W.O.R.D.S. | Maurices Incorporated | 1,497,819 | July 26, 2008 |
| Dweebie | Maurices Incorporated | 1,554,829 | September 5, 2009 |
| The Men's Company | Maurices Incorporated | 1,829,043 | March 29, 2014 |
| Timbuktu Station | Maurices Incorporated | 1,973,858 | May 14, 2006 |
| Juncture | Maurices Incorporated | 2,428,862 | February 13, 2011 |
| A Fortiori | Maurices Incorporated | 2,428,863 | February 13, 2011 |
| Opulescents | Maurices Incorporated | 2,184,995 | August 25, 2008 |
| Studio Y | Maurices Incorporated | 2,466,324 | July 3, 2011 |
| Tangents | Maurices Incorporated | 2,443,524 | April 10, 2011 |
| Fluid (Korea) | Maurices Incorporated | 336,848 | |
| Fluid (Taiwan) | Maurices Incorporated | 684,963 | |

TRADEMARK

RECORDED: 01/06/2005

REEL: 003100 FRAME: 0976