

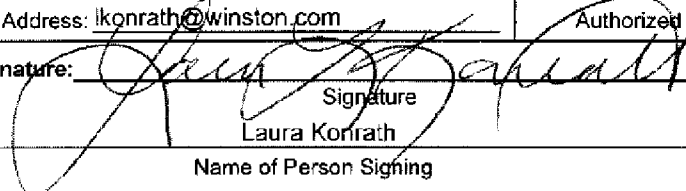
Form PTO-1594 (Rev. 11/08)
OMB Collection 0551-0027 (exp. 12/31/2008)

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

RECORDATION FORM COVER SHEET

18103-367

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

| | | | |
|---|--|--|--|
| 1. Name of conveying party(ies): Vera Bradley Designs, Inc. | | 2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>JPMorgan Chase Bank, N.A. as agent</u> Internal Address: _____ Street Address: <u>10 S. Dearborn</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60603</u> | |
| <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Indiana</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) | |
| 3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>November 26, 2008</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ | | 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____ _____ _____ | | | |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u> | | 6. Total number of applications and registrations involved: 18 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>465.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed | |
| 9. Signature:  Signature Laura Konrath Name of Person Signing | | 8. Payment Information b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u> Total number of pages including cover sheet, attachments, and document: | |

CH \$465.00 232428 2800308

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.USCourtForms.com

Friday, November 21, 2008

Trademark List by Client

Continuation Page: 1

Client: VBR

Vera Bradley Designs

| Trademark | Our File Number/Subcase Country Name | Status Class(es) | Application Number/Date | Registration Number/Date |
|--------------------------|---|--|----------------------------|-----------------------------|
| THE VERA BRADLEY CLASSIC | VBR-T0020/ United States of America | Registered 36 Int. | 78/155,735 19-Aug-2002 | 2,800,308 30-Dec-2003 |
| VBD | VBR-T0019/ United States of America | Registered 06 Int. | 78/155,856 20-Aug-2002 | 2,819,627 02-Mar-2004 |
| VERA BRADLEY | VBR-T0016/ United States of America | Registered 11 Int., 16 Int., 20 Int., 24 Int., 27 Int. | 78/496,374 07-Oct-2004 | 3,248,193 29-May-2007 |
| VERA BRADLEY | VBR-T0017/ United States of America | Registered 20 Int., 21 Int. | 78/435,462 15-Jun-2004 | 3,248,142 29-May-2007 |
| VERA BRADLEY | VBR-T0012/ United States of America | Registered 09 Int., 16 Int., 18 Int., 24 Int. | 78/572,823 23-Feb-2005 | 3,161,672 24-Oct-2006 |
| VERA BRADLEY | VBR-T0022/ United States of America | Registered 18 Int., 25 Int. | 74/090,237 22-Aug-1990 | 1,745,799 12-Jan-1993 |
| VERA BRADLEY | VBR-T0006/ United States of America | Registered 09 Int. | 78/642,208 02-Jun-2005 | 3,166,645 31-Oct-2006 |
| VERA BRADLEY | VBR-T0010/ United States of America | Registered 24 Int. | 78/657,013 23-Jun-2005 | 3,331,171 06-Nov-2007 |
| VERA BRADLEY | VBR-T0021/ United States of America | Registered 09 Int., 16 Int., 21 Int., 24 Int., 36 Int. | 78/155,733 19-Aug-2002 | 2,800,307 30-Dec-2003 |
| VERA BRADLEY (Stylized) | VBR-T0007/ United States of America | Registered 20 Int., 21 Int. | 78/435,466 15-Jun-2004 | 3261985 10-Jul-2007 |

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| VERA BRADLEY (Stylized) | VBR-T0018/ United States of America | Registered 27 Int. | 78/287,680 14-Aug-2003 | 2,999,011 20-Sep-2005 |
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| VERA BRADLEY (Stylized) | VBR-T0014/ United States of America | Registered 25 Int. | 78/496,394 07-Oct-2004 | 3,402,953 25-Mar-2008 |
| VERA BRADLEY MY HOME (and Design) | VBR-T0015/ United States of America | Registered 21 Int. | 78/496,385 07-Oct-2004 | 3,248,194 29-May-2007 |

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 26, 2008, is between Vera Bradley Designs, Inc., an Indiana corporation ("Grantor"), and JPMorgan Chase Bank, N.A., as Collateral Agent for the benefit of the Secured Parties (the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), and the Lenders are party to that certain Credit Agreement as of the date hereof (the same, as it may be further amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement"), pursuant to which the Lenders made certain credit facilities available to the Grantor on the terms and conditions set forth therein;

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Collateral Agent, for the benefit of the Secured Parties, pursuant to which Grantor has granted to the Collateral Agent a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement or the Credit Agreement, as applicable;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this _____ day of November, 2008.

VERA BRADLEY DESIGNS, INC.

By: [Signature]
Name: PATRICIA K. MILLER
Title: PRESIDENT

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the benefit of the Secured Creditors

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of Indiana
County of Allen ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Vera Bradley Designs, Inc., who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

[Signature]
Notary Public

*Signature Page to Trademark
Security Agreement*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its duly authorized officer thereunto as of this ____ day of November, 2008.

VERA BRADLEY DESIGNS, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the benefit of the Secured Creditors

By: William J. Schafer
Name: William J. Schafer
Title: Vice President

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Vera Bradley Designs, Inc., who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

*Signature Page to Trademark
Security Agreement*

SCHEDULE 1

[See Attached]

CHI:2177152.5

Friday, November 21, 2008

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