

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/11/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	David's Bridal, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	DBP Holding Corp.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: DELAWARE

Name:	DBD, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: DELAWARE

Name:	KPS Marketing, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA

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Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	Malibu Bridal, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	Galina Bouquet, LLC
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

Name:	David's Bridal of Coral Gables, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	David's Bridal of Hialeah, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	David's Bridal of Jacksonville, FL, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	David's Bridal of Orlando, Inc.
Street Address:	1001 Washington Street

City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	David's Bridal of Tampa, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	David's Bridal of West Palm, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

Name:	David's Bridal Wearhouse of Broward, Inc.
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1984078	PRISCILLA
Registration Number:	1987087	PRISCILLA
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	2088576	PRISCILLA OF BOSTON
Registration Number:	1675198	CURRIE-BONNER
Registration Number:	2426973	DAVID'S BRIDAL
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	1836883	ENZIO

Registration Number:	1912612	MICHAELANGELO
Registration Number:	1831413	ST. TROPEZ
Registration Number:	3282912	PLATINUM FOR PRISCILLA OF BOSTON
Registration Number:	3337325	PRISCILLA
Registration Number:	3358442	MELISSA SWEET
Registration Number:	3325671	SARA MADISON
Registration Number:	3522745	DRESS YOUR WEDDING

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Kevin Bensley, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1388
NAME OF SUBMITTER:	Kevin Bensley
Signature:	/Kevin Bensley/
Date:	10/11/2012

Total Attachments: 5
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ABL TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October 11, 2012, from BANK OF AMERICA, N.A., having an office at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, as collateral agent under the Credit Agreement, dated as of January 31, 2007, as amended, supplemented or otherwise modified from time to time (the "ABL Credit Agreement"), among David's Bridal, Inc., a Florida corporation, (the "Borrower"), the several banks and other financial institutions from time to time party thereto (the "Lenders"), Bank of America, N.A., as administrative agent and collateral agent (the "Collateral Agent") for the Lenders, and the other parties thereto, to the Borrower and each of the Persons listed on Schedule I (together with the Borrower, the "Grantors"). Capitalized terms used herein without definition are used as defined in the ABL Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of January 31, 2007 (the "Security Agreement") made by the Grantors in favor of the Collateral Agent, a security interest (the "Security Interest") was granted by the Grantors to the Collateral Agent in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 26, 2007, at Reel 3590, Frame 0628; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean (a) all of the Grantors' present and future right, title and interest in and to all of the Grantor's United States trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered and all agreements, whether written or oral, providing for the grant by or to the Grantors of any right under the foregoing, including, but not limited to,

the United States trademark registrations and applications and the agreements listed on Schedule II attached hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing, (b) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (d) all other rights of the Grantors corresponding to any of the foregoing throughout the world.

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall, at the Grantors' sole cost and expense and at any of the Grantor's reasonable request, execute, acknowledge and deliver to the Grantors all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

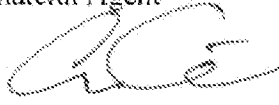
4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the federal laws of the United States with respect to matters related to trademarks and by the laws of the State of New York without giving effect to the conflict of laws principles thereof for all other matters.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bank of America, N.A.,
as Collateral Agent

By:  _____

Name:

Title:

Andrew Conness
Senior Vice President

[SIGNATURE PAGE TO ABL TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004879 FRAME: 0897

SCHEDULE I

Grantors

David's Bridal, Inc., for itself and as successor-in-interest to TBG Acquisition Corp. and
Priscilla of Boston, Inc.

DBP Holding Corp.

DBD, Inc.

KPS Marketing, Inc.

Malibu Bridal, Inc.

Galina Bouquet, LLC

David's Bridal of Coral Gables, Inc.

David's Bridal of Hialeah, Inc.

David's Bridal of Jacksonville, FL, Inc.

David's Bridal of Orlando, Inc.

David's Bridal of Tampa, Inc.

David's Bridal of West Palm, Inc.

Dauids Bridal Wearhouse of Broward, Inc.

SCHEDULE II

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Priscilla	74-699,056	7/10/1995	1,984,078	7/2/1996
Priscilla	74-699,027	7/10/1995	1,987,087	7/16/1996
Priscilla of Boston	74-699,053	7/10/1995	1,987,088	7/16/1996
Priscilla of Boston	74-699,052	7/10/1995	2,088,576	8/19/1997
Currie-Bonner	74-143,271	2/28/1991	1,675,198	2/11/1992
David's Bridal	75-932,565	3/1/2000	2,426,973	2/6/2001
David's Bridal	78-374,628	2/26/2004	3,017,372	11/22/2005
David's Bridal	78-226,241	3/17/2003	2,817,374	2/24/2004
David's Bridal Make a Match	76-387,170	3/25/2002	2,708,959	4/22/2003
Enzio	74-411,581	7/12/1993	1,836,883	5/17/1994
Michaelangelo (Stylized)	74-502,481	3/21/1994	1,912,612	8/15/1995
St. Tropez	74-410,676	7/9/1993	1,831,413	4/19/1994
Platinum for Priscilla of Boston	78-878,008	5/5/2006	3,282,912	8/21/2007
Priscilla (Stylized)	78-914,047	6/22/2006	3,337,325	11/13/2007
Melissa Sweet	77-016,636	10/9/2006	3,358,442	12/25/2007
Sara Madison	78-409,916	4/28/2004	3,325,671	10/30/2007
Dress Your Wedding	78-974,131	9/14/2006	3,522,745	10/21/2008

Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>
None.		

Trademark Licenses

1. License Agreement, dated as of February 9, 1995, by and between DBD, Inc. and David's Bridal, Inc., as amended.
2. Trademark Sublicense Agreement, dated as of 1999, by and between DBD, Inc. and David's Bridal, Inc., as amended.
3. License Agreement, dated as of April 17, 1999, by and between DBD, Inc. and David's Bridal, Inc., as amended.