

03/29/2013



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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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)/Execution Date(s):

Bank of America, N.A.

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Citizenship: USA
- Execution Date(s) November 1, 2012
- Additional names of conveying parties attached? Yes No

- National Banking Association
- Limited Partnership

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

Yes
 No

Name: Destination Maternity Corporation

Internal Address:

Street Address: 456 North Fifth Street

City: Philadelphia

State: PA

Country: USA

Zip: 19123

- Association Citizenship:
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship: DE
- Other ___ Citizenship:

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes 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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

89 US Marks

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2240

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers
Expiration Date
- b. Deposit Account Number
Authorized User Name:

9. Signature:

Kareem Ansley
Signature

Kareem Ansley
Name of Person Signing

04/02/2013 HTON1: 88888875 79322227
Date November 2, 2012

01 FC: 3531 Total number of pages including cover, 40.00 OP
02 FC: 0500 sheet, attachments, and document: 13 75.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 005005 FRAME: 0553**

RE 700495785 11/2/12

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 2.

Names of additional receiving parties:

Cave Springs, Inc., a Delaware corporation
Mothers Work Canada, Inc., a Delaware corporation

Address of additional receiving parties:

456 North Fifth Street
Philadelphia, PA 19123

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

EXHIBIT A

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Serial Number:	78322227	2 HEARTS
Registration Number:	1432037	A PEA IN THE POD
Serial Number:	78229453	A PEA IN THE POD
Registration Number:	1427963	A PEA IN THE POD
Serial Number:	78570836	
Serial Number:	78570653	DESTINATION MATERNITY
Serial Number:	78977942	DESTINATION MATERNITY
Serial Number:	77048990	DESTINATION MATERNITY
Serial Number:	78570929	EDAMAME
Registration Number:	3132120	EDAMAME THE MATERNITY SPA
Registration Number:	2487084	FRENCH FIT
Registration Number:	2890225	FUTURETRUST

Serial Number:	78570720	TWO HEARTS
Serial Number:	78570874	THE ULTIMATE MATERNITY EXPERIENCE DESTINATION MATERNITY YOUR SUPERSTORE
Registration Number:	1935763	WHAT'S SHOWING IS YOUR STYLE
Serial Number:	78312173	
Serial Number:	78312221	
Serial Number:	78312166	

Serial Number:	78959866	FUTURETRUST LEGAL SERVICE CENTER
Serial Number:	78959862	FUTURETRUST MERCHANT REWARDS PROGRAM
Serial Number:	78959858	FUTURETRUST RETIREMENT PLANNING CENTER
Serial Number:	78959851	FUTURETRUST MORTGAGE CENTER
Serial Number:	78959847	FUTURETRUST INSURANCE CENTER
Serial Number:	78959842	FUTURETRUST TAX SERVICES CENTER
Serial Number:	78959839	FUTURETRUST INVESTMENT CENTER
Serial Number:	78959827	FUTURETRUST BANKING CENTER
Serial Number:	78959823	FUTURETRUST FAMILY FINANCIAL CENTER
Serial Number:	78959812	FUTURETRUST 529 CENTER
Serial Number:	78953370	WE'VE GOT YOUR BELLY
Serial Number:	78943146	SUPER STRETCH
Registration Number:	2542862	IM
Registration Number:	1430336	JUSTA-SNAP
Registration Number:	1552044	LAUREN TAYLOR
Registration Number:	1583746	MATERNITY REDEFINED
Registration Number:	1585139	MATERNITY REDEFINED
Registration Number:	1959252	MATERNITY WORKS
Registration Number:	2551236	MATERNITYMALL
Registration Number:	2474594	MATERNITYMALL.COM
Registration Number:	3080001	MIMI ESSENTIALS
Registration Number:	1697117	MIMI MATERNITY
Serial Number:	78960966	MIMI MATERNITY
Registration Number:	2589311	
Serial Number:	78228535	MOTHERHOOD
Serial Number:	78228380	MOTHERHOOD
Serial Number:	78228329	MOTHERHOOD
Serial Number:	78228327	MOTHERHOOD
Serial Number:	78228317	MOTHERHOOD
Serial Number:	78228189	MOTHERHOOD
Serial Number:	78228126	MOTHERHOOD
Serial Number:	78228076	MOTHERHOOD
Serial Number:	78227870	MOTHERHOOD
Serial Number:	78227596	MOTHERHOOD
Serial Number:	78227478	MOTHERHOOD

Registration Number:	1055611	MOTHERHOOD
Registration Number:	1898334	MOTHERHOOD MATERNITY
Serial Number:	78274399	MOTHERHOOD BABY
Serial Number:	78274390	MOTHERHOOD BABY
Serial Number:	78274382	MOTHERHOOD BABY
Serial Number:	78274323	MOTHERHOOD BABY
Serial Number:	78274317	MOTHERHOOD BABY
Serial Number:	78274311	MOTHERHOOD BABY
Serial Number:	78274303	MOTHERHOOD BABY
Serial Number:	78274300	MOTHERHOOD BABY
Serial Number:	78274296	MOTHERHOOD BABY
Serial Number:	78274291	MOTHERHOOD BABY
Serial Number:	78274285	MOTHERHOOD BABY
Serial Number:	78274279	MOTHERHOOD BABY
Serial Number:	78274267	MOTHERHOOD BABY
Serial Number:	78274254	MOTHERHOOD BABY
Serial Number:	77076859	MOTHERHOOD
Serial Number:	77076857	MOTHERHOOD
Registration Number:	2606719	MOTHERHOOD IS EVERYTHING GOOD...
Registration Number:	2672498	MOTHERHOOD IS EVERYTHING GOOD...FOR LESS!
Registration Number:	1900180	MOTHERHOOD MATERNITY OUTLET
Serial Number:	78465526	MOTHERHOOD: IT'S HOT!
Serial Number:	78960916	MOTHERS WORK
Serial Number:	78960938	MOTHERS WORK
Serial Number:	78465487	OH BABY! BY MOTHERHOOD
Serial Number:	78511152	OH BABY! BY MOTHERHOOD
Serial Number:	78466949	OH BABY!
Serial Number:	78510588	OH BABY!
Registration Number:	2407372	QUINTESSENTIALS
Registration Number:	1974394	REAL TIME RETAILING
Registration Number:	2583024	SLEEP BY MIMI
Registration Number:	1636978	STEENA
Serial Number:	78977965	STREETS OF L.A.
Serial Number:	78570800	STREETS OF L.A.
Registration Number:	3117924	TWO HEARTS

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release"), is entered into as of November 1, 2012 by (i) **BANK OF AMERICA, N.A.**, a national banking association with a place of business at 100 Federal Street, Boston, Massachusetts 02110, as collateral agent (the "Term Collateral Agent") and (ii) **BANK OF AMERICA, N.A.**, a national banking association with a place of business at 100 Federal Street, Boston, Massachusetts 02110, as collateral agent (the "Revolving Collateral Agent") and together with the Term Collateral Agent, collectively, the "Collateral Agent", in connection with the grant of security interests in the Trademark Collateral (as defined below) held by **DESTINATION MATERNITY CORPORATION** (f/k/a Mothers Work, Inc.), a Delaware corporation, **CAVE SPRINGS, INC.**, a Delaware corporation and **MOTHERS WORK CANADA, INC.**, a Delaware corporation, each with their principal place of business at 456 North Fifth Street, Philadelphia, Pennsylvania 19123 (collectively, the "Grantors"), in favor of the Collateral Agent.

WITNESSETH:

WHEREAS, the Grantors have entered into one or more of those certain trademark security agreements with the Collateral Agent (i) dated as of October 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time) which was recorded in the Trademark Division of the United States Patent and Trademark Office on November 16, 2004 at Reel 2978, Frame 0745 and (ii) dated as of March 13, 2007 (as amended, restated, supplemented or otherwise modified from time to time) which was recorded in the Trademark Division of the United States Patent and Trademark Office on March 19, 2007 at Reel 3502, Frame 0635, for the purpose of providing certain trademarks and trademark applications as collateral security for the payment and performance of certain obligations of the Grantors to the Collateral Agent, including, without limitation, the trademarks and trademark applications set forth on Exhibit A attached hereto; and

WHEREAS, the Grantors have requested that the Collateral Agent release the entirety of its security interests in and lien on the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in all of the Grantors' trademarks (including, without limitation, those trademark registrations and trademark applications listed on Exhibit A attached hereto).

2. Release of Security Interest. The Collateral Agent hereby terminates, cancels, releases and discharges all of its security interests in the Trademark Collateral and hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by the Collateral Agent, all of said Collateral Agent's right, title and interest in and to the Trademark Collateral.

3. Further Assurances. The Collateral Agent agrees to take such further action as may be reasonably requested by the Grantors, from time to time, at the Grantors' expense, to effectuate and carry out the provision and intent of this Release.

4. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Term Collateral Agent

By: Christine Hutchinson
Name: Christine Hutchinson
Title: Director

BANK OF AMERICA, N.A., as Revolving Collateral Agent

By: Christine Hutchinson
Name: Christine Hutchinson
Title: Director

Signature Page to Trademark Release