

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANE BRYANT PURCHASING CORP.		04/28/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	BANK: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86765287	THE ART OF SEXY...THE SCIENCE OF PERFECT	
Serial Number:	86765289	PERFECT BRA FIT EVENT	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-41057		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	05/02/2016		
Total Attachments: 5			
source=41057#page1.tif			
source=41057#page2.tif			

OP \$65.00 86765287

source=41057#page3.tif
source=41057#page4.tif
source=41057#page5.tif

FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of April 28, 2016 (this "Agreement"), between Lane Bryant Purchasing Corp. (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of January 3, 2011, as further amended and restated as of June 14, 2012, March 13, 2013, and August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among the Company, the Borrowing Subsidiaries party thereto (together with the Company, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Pledge and Security Agreement dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Restated Security Agreement"), among the Borrowers, the subsidiaries of the Company listed on the signature pages thereof or from time to time party thereto and JPMCB, as Administrative Agent, for the benefit of the Lender Parties. The Lenders have agreed to extend and have extended credit to the Borrowers on the terms and subject to the conditions set forth in the Amended and Restated Credit Agreement. The obligations of the Lenders to continue to extend such credit are conditioned on, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrowers, and has derived and will continue to derive substantial benefits from the continued extension of credit to the Borrowers pursuant to the Amended and Restated Credit Agreement and is 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. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended and Restated Credit Agreement or the Restated Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended and Restated Credit Agreement also apply to this Agreement, mutatis mutandis.

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

- (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top domain names, other source or business identifiers, designs and general intangibles of like nature, 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 I, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that

uniquely reflect or embody such goodwill and (iv) all renewals of the foregoing;
and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of the foregoing described in (a) above, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Restated Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Restated Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Restated Security 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 Restated Security Agreement, the terms of the Restated Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Pages to Follow]

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

LANE BRYANT PURCHASING CORP.,

By: 

Name: Gary Holland

Title: Assistant Secretary

[Signature Page to First Supplemental Trademark Security Agreement]

[[NYCORP:3589215v4:3132: 04/19/2016--03:12 PM]]

TRADEMARK
REEL: 005783 FRAME: 0124

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

by

Donna DiFazio

Name: *Donna DiFazio*
Title: *Authorized officer*

[Signature Page to First Supplemental Trademark Security Agreement]

[[3589215]]

TRADEMARK
REEL: 005783 FRAME: 0125

SCHEDULE I

Trademarks Owned by Lane Bryant Purchasing Corp.

U.S. Trademark Registrations

NONE

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Lane Bryant Purchasing Corp.	THE ART OF SEXY...THE SCIENCE OF PERFECT FIT	US	86-765287	09/23/2015
Lane Bryant Purchasing Corp.	PERFECT BRA FIT EVENT	US	86-765289	09/23/2015