

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tween Brands Investment, LLC		06/19/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	200 West Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	state chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4928112	FABYOULOUS	
Registration Number:	5008694	JUST LIKE ME	
Registration Number:	5105890	STYLE BUYS	
Registration Number:	5105891	STYLE BUYS	
Registration Number:	5105893	STYLE BUYS	
Registration Number:	5147788	JUST SHINE	
Registration Number:	5162703	LIVE JUSTICE	
Serial Number:	87059265	OH SO SOFT	
Serial Number:	87687185	FINDING CLARA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049646-0282		

OP \$240.00 4928112

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/19/2018
Total Attachments: 9 source=Avian - Patent and Trademark Security Agreement#page1.tif source=Avian - Patent and Trademark Security Agreement#page2.tif source=Avian - Patent and Trademark Security Agreement#page3.tif source=Avian - Patent and Trademark Security Agreement#page4.tif source=Avian - Patent and Trademark Security Agreement#page5.tif source=Avian - Patent and Trademark Security Agreement#page6.tif source=Avian - Patent and Trademark Security Agreement#page7.tif source=Avian - Patent and Trademark Security Agreement#page8.tif source=Avian - Patent and Trademark Security Agreement#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 19, 2018 (this "Agreement"), among Ascena Retail Group, Inc., a Delaware corporation (the "Parent Borrower"), AnnTaylor Retail, Inc., a Delaware corporation (the "Subsidiary Borrower" and, together with the Parent Borrower, the "Borrowers"), the other Loan Parties from time to time party hereto and Goldman Sachs Bank USA ("GS Bank"), as Administrative Agent.

Reference is made to (a) the Term Credit Agreement dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto and GS Bank, as Administrative Agent and (b) the Guaranty and Collateral Agreement dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, the subsidiaries of the Parent Borrower listed on the signature pages thereof or from time to time party thereto and GS Bank, as Administrative Agent, for the benefit of the Secured Parties. The Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned on, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers 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. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

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

(a) (i) all patents, all registrations and recordings thereof, and all patent applications, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions and improvements disclosed or claimed therein, including the right to make, use and/or sell the inventions and improvements disclosed or claimed therein; and

(b) (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 II, (ii) all goodwill

associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all renewals of the foregoing; and

(c) 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) or (b) 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 Patent and 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. 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

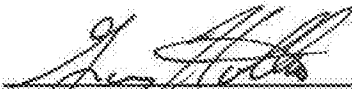
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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.

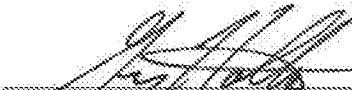
[Signature Pages to Follow]

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

ANNCO, INC.

by 
Name: Gary Holland
Title: Vice President and Assistant Secretary

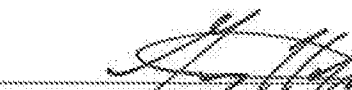
LANE BRYANT PURCHASING CORP.

by 
Name: Gary Holland
Title: Vice President and Assistant Secretary

THE DRESS BARN, INC.

by 
Name: Gary Holland
Title: Vice President and Assistant Secretary

TWEEN BRANDS INVESTMENT, LLC

by 
Name: Gary Holland
Title: Vice President and Assistant Secretary

GOLDMAN SACHS BANK USA,
as Administrative Agent,

by

Name: 

Title:

Gabriel Jacobson
Authorized Signatory

[Signature Page to Term Trademark Security Agreement]

TRADEMARK
REEL: 006357 FRAME: 0869

SCHEDULE I

Patents

None.

SCHEDULE II

Trademarks Owned by Annco, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date
Annco, Inc.	Ann Taylor Circles Logo	US	86/292,192	4787106	May-27-2014
Annco, Inc.	Ann Taylor Circles Logo	US	85/957,430	4809010	Jun-12-2013
Annco, Inc.	LIVE LOVE LOFT	US	86/725,196	4954799	Aug-14-2015
Annco, Inc.	DEVIN	US	86/550,326	4984478	Mar-2-2015
Annco, Inc.	ANN TAYLOR	US	86/000,725	5151458	Jul-2-2013

U.S. Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Annco, Inc.	HERLEAD	US	87/234,501	Nov-11-2016
Annco, Inc.	SO. CRAZY. COZY.	US	87/787,903	Feb-7-2018
Annco, Inc.	SO. CRAZY. SOFT.	US	87/787,945	Feb-7-2018

Trademarks Owned by Lane Bryant Purchasing Corp.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date
Lane Bryant Purchasing Corp.	LANE STYLE	US	86-474148	5013649	08/02/2016
Lane Bryant Purchasing Corp.	LIVI	US	86-210438	5151515	02/28/2017
Lane Bryant Purchasing Corp.	Lane Style	US	86-474144	5271585	08/22/2017
Lane Bryant Purchasing Corp.	Livi	US	86-210322	5291309	09/19/2017

U.S. Trademark Applications

None.

Trademarks Owned by The Dress Barn, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date
The Dress Barn, Inc.	DRESSBARN EST. 1962	US	86-497696	4912211	03/08/2016
The Dress Barn, Inc.	WESTPORT 1962	US	86-499301	5015538	08/09/2016
The Dress Barn, Inc.	DB PERKS	US	86-497619	5064891	10/18/2016
The Dress Barn, Inc.	DB (Stylized)	US	86-244686	5161429	03/14/2017
The Dress Barn, Inc.	DB RSVP and Design	US	86-278406	5161444	03/14/2017

U.S. Trademark Applications

None.

Trademarks Owned by Tween Brands Investment, LLC

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date
Tween Brands Investment, LLC	FABYOULOUS	US	86-278155	4928112	03/29/2016
Tween Brands Investment, LLC	JUST LIKE ME	US	86-429900	5008694	07/26/2016
Tween Brands Investment, LLC	STYLE BUYS	US	86-659781	5105890	12/20/2016
Tween Brands Investment, LLC	STYLE BUYS	US	86-659953	5105891	12/20/2016
Tween Brands Investment, LLC	STYLE BUYS	US	86-660554	5105893	12/20/2016
Tween Brands Investment, LLC	JUST SHINE	US	86-829065	5147788	02/21/2017
Tween Brands Investment, LLC	LIVE JUSTICE	US	86-955411	5162703	03/14/2017

U.S. Trademark Application

Registered Owner	Mark	Country	Application No.	Filing Date
Tween Brands Investment, LLC	OH SO SOFT	US	87-059265	06/03/2016
Tween Brands Investment, LLC	Finding Clara	US	87-687185	11/16/2017