

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522254

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | PARTIAL RELEASE OF PATENT AND TRADEMARK SECURITY INTERESTS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------------|
| JPMORGAN CHASE BANK, N.A., as Administrative Agent | | 05/06/2019 | ASSOCIATION: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------|
| Name: | MAURICES INCORPORATED |
| Street Address: | 425 West Superior Street |
| City: | Duluth |
| State/Country: | MINNESOTA |
| Postal Code: | 55802 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 62

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 5649391 | SUNGARI |
| Registration Number: | 4724559 | INSIDE VOICE |
| Registration Number: | 4770109 | |
| Registration Number: | 4774041 | M |
| Registration Number: | 4770205 | MAURICES INMOTION |
| Registration Number: | 4499798 | M |
| Registration Number: | 4671741 | I AM REAL |
| Registration Number: | 4422323 | AMIA |
| Registration Number: | 3974704 | DENIM JEANERATOR |
| Registration Number: | 4119294 | MAIN STREET MODEL SEARCH |
| Registration Number: | 3977272 | MAURICES RESCUES & RUNWAYS |
| Registration Number: | 3953885 | MAURICES SMALL TOWN CHARM |
| Registration Number: | 4014773 | MAURICES SMALL TOWN SOUND |
| Registration Number: | 3974040 | RESCUES & RUNWAYS |
| Registration Number: | 3988978 | RESCUES & RUNWAYS MAURICES |
| Registration Number: | 3953884 | SMALL TOWN CHARM |
| Registration Number: | 4020588 | SMALL TOWN TUNES |
| Registration Number: | 3847915 | TEMPT |

OP \$1565.00 5649391

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4064846 | SMALL TOWN SOUND |
| Registration Number: | 4111049 | MAURICES STYLE MINUTE |
| Registration Number: | 4061576 | I AM POLISHED |
| Registration Number: | 4061577 | I AM STUNNING |
| Registration Number: | 4061575 | I AM SMART |
| Registration Number: | 1095513 | MAURICES |
| Registration Number: | 3386467 | MAURICES |
| Registration Number: | 1554829 | DWEEBIE |
| Registration Number: | 1829043 | THE MEN'S COMPANY |
| Registration Number: | 2466324 | STUDIO Y |
| Registration Number: | 3256506 | BLUE BUCK\$ |
| Registration Number: | 3357793 | MYLIU |
| Registration Number: | 3243796 | INDUSTRIAL EXCHANGE |
| Registration Number: | 3698119 | LOVE WHAT YOU WEAR. ADORABLE. AFFORDABLE |
| Registration Number: | 3620503 | ADISON |
| Registration Number: | 3836455 | MAURICES TEMPT |
| Serial Number: | 88073545 | CAMBRIDGE & CLOVER BY MAURICES |
| Serial Number: | 87933569 | FLAWLESS BY MAURICES |
| Serial Number: | 86244676 | THE "IT" FIT |
| Serial Number: | 86278209 | |
| Serial Number: | 86278212 | |
| Serial Number: | 86278214 | |
| Serial Number: | 86278219 | M |
| Serial Number: | 86278221 | M |
| Serial Number: | 86278223 | M |
| Serial Number: | 86279704 | BECAUSE |
| Serial Number: | 86309714 | MAURICES INMOTION |
| Serial Number: | 86309715 | MAURICES INMOTION |
| Serial Number: | 86309716 | MAURICES INMOTION |
| Serial Number: | 86019954 | HAPPILY REWARDED |
| Serial Number: | 86033559 | M |
| Serial Number: | 86035218 | INSIDE VOICE |
| Serial Number: | 85637378 | PAVÉ |
| Serial Number: | 85250558 | 93 |
| Serial Number: | 85304013 | AMIA |
| Serial Number: | 85354289 | CHRISTOPHER STRAUB |
| Serial Number: | 85205636 | DENIM FLEX |
| Serial Number: | 85153928 | FOR THE RUNWAY OF LIFE |

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85580994 | MAURICES HOMETOWN SOUND |
| Serial Number: | 85250569 | NINETY-THREE |
| Serial Number: | 85153932 | WE'RE HER STYLIST AND THIS IS HER RUNWAY |
| Serial Number: | 85161573 | WINSPIRE |
| Serial Number: | 85065298 | SMALL TOWN SOUND |
| Serial Number: | 77618806 | CHARMED LIFE 1 |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 1078325 TM |
| NAME OF SUBMITTER: | ANNETTE VERA |
| SIGNATURE: | /ANNETTE VERA/ |
| DATE SIGNED: | 05/06/2019 |

Total Attachments: 6
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PARTIAL RELEASE OF PATENT AND TRADEMARK SECURITY INTERESTS dated as of May 6, 2019 (this "Partial Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") in favor of MAURICES INCORPORATED, a Delaware corporation (the "Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement (as defined below).

A. Reference is made (i) the Amended and Restated Credit Agreement dated as of January 3, 2011, as amended and restated as of February 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Ascena Retail Group, Inc. (the "Company"), the Borrowing Subsidiaries party thereto (together with the Company, the "Borrowers"), the other Loan Parties party thereto, the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Swingline Lender and (ii) 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 "Security Agreement"), among the Borrowers, the subsidiaries of the Company listed on the signature pages thereof or from time to time party thereto and the Administrative Agent, for the benefit of the Lender Parties. Reference is further made to the (i) Trademark Security Agreement dated April 1, 2019, among Grantor and the other grantors listed therein and the Administrative Agent, (ii) Trademark Security Agreement dated August 21, 2015, among Grantor and the other grantors listed therein and the Administrative Agent, (iii) Trademark Security Agreement dated April 6, 2015, among Grantor and the other grantors listed therein and the Administrative Agent, (iv) Trademark Security Agreement dated April 4, 2014, among Grantor and the other grantors listed therein and the Administrative Agent, (v) Trademark Security Agreement dated December 9, 2013, among Grantor and the other grantors listed therein and the Administrative Agent, (vi) Trademark Security Agreement dated March 28, 2013, among Grantor and the other grantors listed therein and the Administrative Agent, (vii) Patent and Trademark Security Agreement dated June 14, 2012, among Grantor and the other grantors listed therein and the Administrative Agent, (viii) Patent and Trademark Security Agreement dated January 3, 2011 among Grantor and the other grantors listed therein and the Administrative Agent and (ix) Patent and Trademark Security Agreement dated November 25, 2009, among Grantor and the other grantors listed therein and the Administrative Agent (collectively, the "IP Security Agreements") and together with the Credit Agreement and the Security Agreement, the "Security Documents").

B. Pursuant to the Security Documents, the Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest in all right, title or interest of the Grantor in, among other things, the trademarks of the Grantor set forth on Schedule I (the "Released Trademark Collateral"), which security interests were recorded with the United States Patent and Trademark Office on (i) April 2, 2019 at Reel/Frame 6606/0073, (ii) August 27, 2015 at Reel/Frame 5610/0139, (iii) April 20, 2015 at Reel/Frame 5501/0027, (iv) April 7, 2014 at Reel/Frame 5253/0856, (v) December 19, 2013 at Reel/Frame 5178/0436, (vi) April 10, 2013 at Reel/Frame 5002/0845, (vii) July 9, 2012 at Reel/Frame 4816/0560, (viii) March 21, 2011 at Reel/Frame 4502/067 and (ix) January 4, 2010 at Reel/Frame 4123/0723 and with the Canadian Intellectual Property Office on August 2, 2012, file number 160138.

C. The Borrowers hereby notify the Administrative Agent that the Grantor is a party to the Stock Purchase Agreement dated as of March 24, 2019 (the "Purchase Agreement"), among the Company, the Grantor and Viking Brand Upper Holdings, L.P., a Cayman Islands exempted limited partnership (the "Purchaser"), pursuant to which the Company has agreed to transfer certain of its assets, including the Released Trademark Collateral (such assets, to the extent sold pursuant to the Purchase Agreement, the "Transferred Assets") to the Purchaser.

D. Pursuant to Section 9.02(c) of the Credit Agreement, and acting in reliance upon the Confirmation of Release of Liens and Termination of Guarantee dated the date hereof, between the Company and the Administrative Agent, the Administrative Agent does hereby release, relinquish and discharge any and all security interests it has against the Released Trademark Collateral, and hereby reassigns to the Grantor any and all right, title, and interest that the Administrative Agent may have in or to such Release Trademark Collateral, *provided, however,* that it is understood and agreed that such release, relinquishment, discharge and reassignment is made without recourse, representation, warranty or other assurance of any kind (express or implied).

E. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the IP Security Agreements or the Security Agreement (such collateral, the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the IP Security Agreements and the Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the IP Security Agreements and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

F. The Administrative Agent hereby authorizes the Company and the Grantor and their successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office or any similar office in any other country and other necessary filings, in each case at the expense of the Company, to evidence the release and termination of the Administrative Agent's security interests in the Released Trademark Collateral.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be duly executed as of the day and year first above written.

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

By: *Donna DiForio*
Name: Donna DiForio
Title: Authorized Officer

[Signature Page to Partial Trademark Release]

[[3906482]]

TRADEMARK
REEL: 006637 FRAME: 0829

Schedule I

U.S. Trademark Registrations

| Registered Owner | Mark | Country | Application No. | Registration/ Serial No. | Registration Date | Expiration Date |
|------------------------|---------------------------------------|---------|-----------------|--------------------------|-------------------|-----------------|
| Maurices Incorporated | SUNGARI | US | 88-075358 | 5649391 | 01/08/2019 | 01/08/2028 |
| Maurices Incorporated | INSIDE VOICE | US | | 4724559 | 04/21/2015 | 04/21/2025 |
| Maurices Incorporated | MISCELLANEOUS DESIGN | US | | 4770109 | 07/07/2015 | 07/07/2025 |
| Maurices Incorporated | M (and design) | US | | 4774041 | 07/14/2015 | 07/14/2025 |
| Maurices Incorporated | MAURICES INMOTION | US | | 4770205 | 07/07/2015 | 07/07/2025 |
| Maurices Incorporated | M | US | 86-033559 | 4499798 | 03/18/2014 | 03/18/2024 |
| Maurices Incorporated | I AM REAL | US | 86-312039 | 4671741 | 01/13/2015 | 01/13/2025 |
| Maurices, Incorporated | AMIA | US | 85-304013 | 4422323 | 10/22/2013 | 10/22/2023 |
| Maurices Incorporated | Denim Jeanerator | US | | 3974704 | | |
| Maurices Incorporated | Main Street Model Search | US | | 4119294 | | |
| Maurices Incorporated | Maurices Rescues & Runways and Design | US | | 3977272 | | |
| Maurices Incorporated | Maurices Small Town Charm | US | | 3953885 | | |
| Maurices Incorporated | Maurices Small Town Sound | US | | 4014773 | | |
| Maurices Incorporated | Rescues & Runways | US | | 3974040 | | |
| Maurices Incorporated | Rescues & Runways Maurices and Design | US | | 3988978 | | |
| Maurices, Incorporated | Small Town Charm | US | | 3953884 | | |
| Maurices Incorporated | Small Town Tunes | US | | 4020588 | | |
| Maurices Incorporated | Tempt | US | | 3847915 | | |
| Maurices Incorporated | Small Town Sound | US | | 4064846 | | |
| Maurices Incorporated | Maurices Style Minute | US | | 4111049 | | |
| Maurices Incorporated | I Am Polished | US | | 4061576 | | |

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|-----------------------|---|----|--|-----------|--|--|
| Maurices Incorporated | I Am Stunning | US | | 4061577 | | |
| Maurices Incorporated | I Am Smart | US | | 4061575 | | |
| Maurices Incorporated | Maurices | | | 1,095,513 | | |
| Maurices Incorporated | Maurices | | | 3,386,467 | | |
| Maurices Incorporated | Dweebie | | | 1554829 | | |
| Maurices Incorporated | The Men's Company | | | 1,829,043 | | |
| Maurices Incorporated | Studio Y | | | 2,466,324 | | |
| Maurices Incorporated | Blue Bucks | | | 3256506 | | |
| Maurices Incorporated | MYLIU | | | 3357793 | | |
| Maurices Incorporated | Industrial Exchange | | | 3243796 | | |
| Maurices Incorporated | Love what you wear, Adorable Affordable | | | 3698119 | | |
| Maurices Incorporated | Adison | | | 3620503 | | |
| Maurices Incorporated | Maurices Tempt | | | 3836455 | | |

U.S. Trademark Applications

| Registered Owner | Mark | Country | Application No. | Filing Date |
|-----------------------|--------------------------------|---------|-----------------|-------------|
| Maurices Incorporated | Cambridge & Clover by Maurices | US | 88-073545 | 08/10/2018 |
| Maurices Incorporated | Flawless by Maurices | US | 87-933569 | 05/23/2018 |
| Maurices Incorporated | THE "IT" FIT | US | 86-244676 | 04/07/2014 |
| Maurices Incorporated | Miscellaneous Design (Lotus) | US | 86-278209 | 05/12/2014 |
| Maurices Incorporated | Miscellaneous Design (Lotus) | US | 86-278212 | 05/12/2014 |
| Maurices Incorporated | Miscellaneous Design (Lotus) | US | 86-278214 | 05/12/2014 |
| Maurices Incorporated | M (and design) | US | 86-278219 | 05/12/2014 |
| Maurices Incorporated | M (and design) | US | 86-278221 | 05/12/2014 |
| Maurices Incorporated | M (and design) | US | 86-278223 | 05/12/2014 |
| Maurices Incorporated | BECAUSE | US | 86-279704 | 05/13/2014 |
| Maurices Incorporated | MAURICES INMOTION | US | 86-309714 | 06/13/2014 |
| Maurices Incorporated | MAURICES INMOTION | US | 86-309715 | 06/13/2014 |
| Maurices Incorporated | MAURICES INMOTION | US | 86-309716 | 06/13/2014 |
| Maurices Incorporated | Happily Rewarded | US | 86-019954 | 07/25/2013 |
| Maurices Incorporated | M and Design | US | 86-033559 | 08/9/2013 |
| Maurices Incorporated | Inside Voice | US | 86-035218 | 08/12/2013 |
| Maurices Incorporated | Pave' | US | 85-637378 | 05/29/2012 |

| | | | | |
|-----------------------|--|----|-----------|--|
| Maurices Incorporated | 93 | US | 85-250558 | |
| Maurices Incorporated | Amia | US | 85-304013 | |
| Maurices Incorporated | Christopher Straub | US | 85-354289 | |
| Maurices Incorporated | Denim Flex | US | 85-205636 | |
| Maurices Incorporated | For The Runway of Life | US | 85-153928 | |
| Maurices Incorporated | Maurices Hometown Sound | US | 85-580994 | |
| Maurices Incorporated | Ninety-Three | US | 85-250569 | |
| Maurices Incorporated | We're Her Stylist and this is Her Runway | US | 85-153932 | |
| Maurices Incorporated | Winspire | US | 85-161573 | |
| Maurices Incorporated | Small Town Sound | US | 85-065298 | |
| Maurices Incorporated | Charmed Life 1 | US | 77-618806 | |

Canadian Trademark Registrations

| Registered Owner | Mark | Reg. number |
|-----------------------|----------|-------------|
| Maurices Incorporated | Maurices | TMA776138 |