

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Trademark Security Agreement recorded at Reel 6760/Frame 0244

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities		11/26/2019	General Partnership: NEW YORK

RECEIVING PARTY DATA

Name:	David's Bridal, LLC (formerly known as David's Bridal, Inc.)
Street Address:	1001 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	5521318	BE YOUR OWN BRIDE
Registration Number:	5394380	BE YOUR OWN BRIDE
Registration Number:	5400141	BE YOUR OWN BRIDE
Serial Number:	87246473	BE YOUR OWN BRIDE
Registration Number:	5394414	BE YOUR OWN BRIDE DAVID'S BRIDAL
Registration Number:	2426973	DAVID'S BRIDAL
Registration Number:	4308749	DAVID'S BRIDAL LUXE
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	3483957	DAVID'S BRIDAL WEDDING
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	4616517	DAVID'S BRIDAL
Registration Number:	4790709	DAVID'S BRIDAL
Registration Number:	4771233	DAVID'S
Registration Number:	5147040	DAVID'S
Registration Number:	4695407	DAVID'S BRIDAL
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	5414723	DB

CH \$1190.00 5521318

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5822126	DB
Registration Number:	4059223	DB STUDIO
Registration Number:	3737638	DBBRIDAL COLOR
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	5302049	EVENTS ELEVATED
Registration Number:	1937208	GALINA
Registration Number:	4150222	GALINA SIGNATURE
Registration Number:	4749612	JEWEL BY DAVID'S
Registration Number:	4729264	JEWEL BY DAVID'S BRIDAL
Registration Number:	4081630	JEWEL BY PRISCILLA OF BOSTON
Registration Number:	3358442	MELISSA SWEET
Registration Number:	4070237	MEMORIES BY DAVID'S BRIDAL
Registration Number:	1912612	MICHAELANGELO
Registration Number:	2019676	MONIQUE LUO
Registration Number:	4312460	MY EVENT
Registration Number:	3559573	OURWEDDINGDAY
Registration Number:	4153523	PHOTOGRAPHY BY DAVID'S BRIDAL
Registration Number:	3933173	PLATINUM
Registration Number:	1987087	PRISCILLA
Registration Number:	1984078	PRISCILLA
Registration Number:	2088576	PRISCILLA OF BOSTON
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	4313018	PROM'D
Registration Number:	4309114	PROM'D
Registration Number:	4299881	REVERIE
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	5080756	VERSA BY DAVID'S BRIDAL
Registration Number:	3441766	VINEYARD COLLECTION

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

TRADEMARK

REEL: 006804 FRAME: 0942

ATTORNEY DOCKET NUMBER:	06324-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/26/2019

Total Attachments: 7

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RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

This RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of November 26, 2019, by CANTOR FITZGERALD SECURITIES, in its capacity as Collateral Agent for the Secured Parties under (and as defined in) the Security Agreement referred to below (the “Collateral Agent”) for the benefit of DAVID’S BRIDAL, LLC (formerly known as David’s Bridal, Inc.), a Florida limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Priority Term Loan Pledge and Security Agreement, dated as of January 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and (ii) First Lien Trademark Security Agreement, dated as of January 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Pledged Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “USPTO”) on October 1, 2019 at Reel 6760 and Frame 0244; and

WHEREAS, Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Pledged Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

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

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Pledged Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Pledged Collateral shall hereby terminate, cease and become void. Such release is without recourse, representation or warranty of any kind by the Collateral Agent.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO and (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Pledged Collateral. The Collateral Agent further agrees to execute and deliver to the Grantor any and all further documents reasonably requested (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Pledged Collateral.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

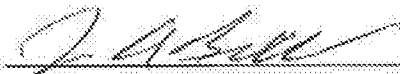
5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

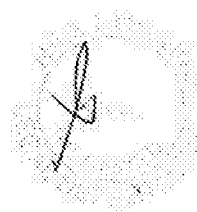
6. The Collateral Agent is delivering this Release solely in its capacity as Collateral Agent pursuant to the direction of the Required Lenders, and not in its individual or corporate capacity.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of First Lien Trademark Security Agreement to be executed and delivered as of the date first written above.

**CANTOR FITZGERALD SECURITIES, as
Collateral Agent**

By: 
Name: James Buccola
Title: Head of Fixed Income



{Signature Page to Release of First Lien Trademark Security Agreement}

(SAR)

**TRADEMARK
REEL: 006804 FRAME: 0946**



SCHEDULE I
to
RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
BE YOUR OWN BRIDE	87/977,798	11/23/16	5,521,318	07/17/18	David's Bridal, Inc.
BE YOUR OWN BRIDE	87/309,134	01/20/17	5,394,380	02/06/18	David's Bridal, Inc.
BE YOUR OWN BRIDE	87/473,325	06/02/17	5,400,141	02/13/18	David's Bridal, Inc.
BE YOUR OWN BRIDE	87/246,473	11/23/16	N/A	N/A	David's Bridal, Inc.
BE YOUR OWN BRIDE DAVID'S BRIDAL	87/322,785	02/02/17	5,394,414	02/06/18	David's Bridal, Inc.
David's Bridal	75/932,565	03/01/00	2,426,973	02/06/01	David's Bridal, Inc.
DAVID'S BRIDAL LUXE	85/689,569	07/29/12	4,308,749	03/26/13	David's Bridal, Inc.
David's Bridal Make a Match	76/387,170	03/25/02	2,708,959	04/22/03	David's Bridal, Inc.
David's Bridal Wedding DAVID'S BRIDAL <i>wedding</i>	77/337,650	11/27/07	3,483,957	08/12/08	David's Bridal, Inc.
David's Bridal DAVID'S BRIDAL	78/374,628	02/26/04	3,017,372	11/22/05	David's Bridal, Inc.
David's Bridal DAVID'S BRIDAL	78/226,241	03/17/03	2,817,374	02/24/04	David's Bridal, Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
David's Bridal 	86/156,932	01/03/14	4,616,517	10/07/14	David's Bridal, Inc.
David's Bridal 	86/975,592	07/11/14	4,790,709	08/11/15	David's Bridal, Inc.
David's 	86/156,973	01/03/14	4,771,233	07/14/15	David's Bridal, Inc.
DAVID'S 	86/334,814	07/11/14	5,147,040	02/21/17	David's Bridal, Inc.
DAVID'S BRIDAL 	86/334,763	07/11/14	4,695,407	03/03/15	David's Bridal, Inc.
DavidsBridal.com	77/386,407	02/01/08	3,484,773	08/12/08	David's Bridal, Inc.
DB	87/976,557	05/31/16	5,414,723	02/27/18	David's Bridal, Inc.
DB	87/055,567	05/31/16	5,822,126	07/30/19	David's Bridal, Inc.
DB Studio	85/257,942	03/04/11	4,059,223	11/22/11	David's Bridal, Inc.
DBBridal Color	77/433,648	03/27/08	3,737,638	01/12/10	David's Bridal, Inc.
Dress Your Wedding	78/974,131	09/14/06	3,522,745	10/21/08	David's Bridal, Inc.
EVENTS ELEVATED	86/747,735	09/04/15	5,302,049	10/03/17	David's Bridal, Inc.
Galina	74/609,139	12/09/94	1,937,208	11/21/95	David's Bridal, Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
Galina Signature	85/451,956	10/20/11	4,150,222	05/29/12	David's Bridal, Inc.
JEWEL BY DAVID'S	86/334,838	07/11/14	4,749,612	06/02/15	David's Bridal, Inc.
JEWEL BY DAVID'S BRIDAL	86/334,829	07/11/14	4,729,264	04/28/15	David's Bridal, Inc.
jewel BY PRISCILLA OF BOSTON 	77/649,379	01/14/09	4,081,630	01/10/12	David's Bridal, Inc.
Melissa Sweet	77/016,636	10/09/06	3,358,442	12/25/07	David's Bridal, Inc.
Memories by David's Bridal	85/303,316	04/25/11	4,070,237	12/13/11	David's Bridal, Inc.
MICHAELANGELO 	74/502,481	03/21/94	1,912,612	08/15/95	David's Bridal, Inc.
MONIQUE LUO	74/581,002	10/03/94	2,019,676	11/26/96	David's Bridal, Inc.
MY EVENT (and design) 	85/689,571	07/29/12	4,312,460	04/02/13	David's Bridal, Inc.
OurWeddingDay	77/190,754	05/25/07	3,559,573	01/13/09	David's Bridal, Inc.
Photography by David's Bridal	85/437,699	10/03/11	4,153,523	06/05/12	David's Bridal, Inc.
Platinum	77/262,053	08/22/07	3,933,173	03/22/11	David's Bridal, Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
Priscilla	74/699,027	07/10/95	1,987,087	07/16/96	David's Bridal, Inc.
Priscilla	74/699,056	07/10/95	1,984,078	07/02/96	David's Bridal, Inc.
Priscilla of Boston	74/699,052	07/10/95	2,088,576	08/19/97	David's Bridal, Inc.
Priscilla of Boston	74/699,053	07/10/95	1,987,088	07/16/96	David's Bridal, Inc.
Priscilla of Boston Classics	85/007,300	04/06/10	3,922,357	02/22/11	David's Bridal, Inc.
PROM'D	85/701,818	08/13/12	4,313,018	04/02/13	David's Bridal, Inc.
PROM'D (stylized) 	85/701,795	08/13/12	4,309,114	03/26/13	David's Bridal, Inc.
Reverie	85/004,485	04/01/10	4,299,881	03/12/13	David's Bridal, Inc.
Reverie by Melissa Sweet 	77/362,873	01/02/08	3,517,983	10/14/08	David's Bridal, Inc.
VERSA BY DAVID'S BRIDAL	86/901,221	02/08/16	5,080,756	11/15/16	David's Bridal, Inc.
Vineyard Collection	77/124,376	03/07/07	3,441,766	06/03/08	David's Bridal, Inc.