

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569308

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Execution Date previously recorded on Reel 006900 Frame 0494. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CATHERINES, INC.		03/25/2020	Corporation: DELAWARE
Charming Shoppes, Inc.		03/25/2020	Corporation: PENNSYLVANIA
Lane Bryant Purchasing Corp.		03/25/2020	Corporation: OHIO
DBI Holdings, Inc.	FORMERLY The Dress Barn, Inc.	03/25/2020	Corporation: CONNECTICUT
Tween Brands Investment, LLC		03/25/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NA., AS ADMINISTRATIVE AGENT
Street Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4427763	SOFTNESS HAS A NEW NAME
Registration Number:	4433629	JUST FOR YOU
Registration Number:	5891945	INNERSCULPT
Registration Number:	4042811	YOUR VERY OWN STYLE
Registration Number:	5938706	LIVE JUSTICE

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1204728

NAME OF SUBMITTER: Annette Vera

SIGNATURE: /Annette Vera/

DATE SIGNED: 03/27/2020

Total Attachments: 11

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CATHERINES, INC.		03/26/2020	Corporation: DELAWARE
Charming Shoppes, Inc.		03/26/2020	Corporation: PENNSYLVANIA
Lane Bryant Purchasing Corp.		03/26/2020	Corporation: OHIO
DBI Holdings, Inc.	FORMERLY The Dress Barn, Inc.	03/26/2020	Corporation: CONNECTICUT
Tween Brands Investment, LLC		03/26/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	4 CHASE METROTECH CENTER
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4427763	SOFTNESS HAS A NEW NAME
Registration Number:	4433629	JUST FOR YOU
Registration Number:	5891945	INNERSCULPT
Registration Number:	4042811	YOUR VERY OWN STYLE
Registration Number:	5938706	LIVE JUSTICE

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Phone: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

TRADEMARK

REEL: 006901 FRAME: 0844

OP \$140.00 4427763

TRADEMARK SECURITY AGREEMENT dated as of March 25, 2020 (this “Agreement”), among the Loan Parties party hereto (each a “Grantor” and, collectively, the “Grantors”) 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 amended and restated as of February 27, 2018 (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 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 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 Amended and Restated 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 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, each 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 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 “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) 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 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. Intellectual Property License. Pursuant to the Restated Security Agreement, for the purpose of enabling the Administrative Agent to exercise the rights and remedies under Article V of the Restated Security Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has (a) granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Lender Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property owned as of the date of the Restated Security Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agreed that the Administrative Agent may sell any of such Grantor's Inventory directly to any Person, including without limitation Persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Restated Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright or other Intellectual Property owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor to the same extent as if it was such Grantor and sell such Inventory as provided in the Restated Security Agreement.

SECTION 5. 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. Each 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 6. 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 7. 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.

CATHERINES, INC.,

By: DocuSigned by:
Gary Holland
8DF7466A85644DD...
Name: Gary Holland
Title: Vice President and
Assistant Secretary

CHARMING SHOPPES, INC.,

By: DocuSigned by:
Gary Holland
8DF7466A85644DD...
Name: Gary Holland
Title: Vice President and
Assistant Secretary

LANE BRYANT PURCHASING CORP.,

By: DocuSigned by:
Gary Holland
8DF7466A85644DD...
Name: Gary Holland
Title: Vice President and
Assistant Secretary

DBI HOLDINGS, INC. (F/K/A THE DRESS BARN, INC.),

By: DocuSigned by:
Gary Holland
8DF7466A85644DD...
Name: Gary Holland
Title: Vice President and
Assistant Secretary

TWEEN BRANDS INVESTMENT, LLC,

By: DocuSigned by:
Gary Holland
8DF7466A85644DD...
Name: Gary Holland
Title: Vice President and
Assistant Secretary

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

A handwritten signature in cursive script, appearing to read "Donna DiForio".

Name: Donna DiForio
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006901 FRAME: 0849

SCHEDULE I

Trademarks Owned by Catherines, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Catherines, Inc. (f/k/a Catherines of California, Inc.)	SOFTNESS HAS A NEW NAME	US	85-727889	4427763	5-Nov-2013	

U.S. Trademark Applications

None.

Trademarks Owned by Charming Shoppes, Inc.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Charming Shoppes, Inc. (f/k/a Charming Direct, Inc.)	JUST FOR YOU	US	85-701566	4433629	11-Nov-2013	

U.S. Trademark Applications

None.

Trademarks Owned by Lane Bryant Purchasing Corp.

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Lane Bryant Purchasing Corp.	Innersculpt	US	87742056	5891945	22-Oct-2019	22-Oct-2029

U.S. Trademark Applications

None.

Trademarks Owned by DBI Holdings, Inc. (f/k/a The Dress Barn, Inc.)

U.S. Trademark Registrations

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
DBI Holdings, Inc. (f/k/a The Dress Barn, Inc.)	YOUR VERY OWN STYLE	US	77-982240	4042811	18-Oct-2011	18-Oct-2021

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	Expiration Date
Tween Brands Investment, LLC	Live Justice	US	87789688	5938706	17-Dec-2019	17-Dec-2029

U.S. Trademark Applications

None.