

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577110

| | | | |
|---|---|-----------------------|---------------------------------|
| 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 | | 05/18/2020 | 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: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5638946 | CLUB JUSTICE | |
| Registration Number: | 5938706 | LIVE JUSTICE | |
| Registration Number: | 5945481 | ULTRA SQUAD | |
| 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 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 05/19/2020 | | |
| Total Attachments: 7 | | | |
| source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page1.tif | | | |
| source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page2.tif | | | |
| source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page3.tif | | | |

OP \$90.00 5638946

source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page4.tif

source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page5.tif

source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page6.tif

source=Avian - Patent and Trademark Security Agreement (2020 Supp.) Executed#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 18, 2020 (this "Agreement"), among the Grantors identified on the signature pages 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 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 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.

CATHERINES, INC.

DocuSigned by:
Gary Holland
By: _____
Name: Gary Holland
Title: Vice President and Assistant Secretary

LANE BRYANT PURCHASING CORP.

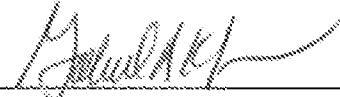
DocuSigned by:
Gary Holland
By: _____
Name: Gary Holland
Title: Vice President and Assistant Secretary

TWEEN BRANDS INVESTMENT, LLC

DocuSigned by:
Gary Holland
By: _____
Name: Gary Holland
Title: Vice President and Assistant Secretary

GOLDMAN SACHS BANK USA, as
Administrative Agent

by



Name: Gabriel Jacobson
Title: Authorized Signatory

SCHEDULE I

Patents

None.

SCHEDULE II

Trademarks Owned by Catherines, Inc.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

| Applicant | Mark | Country | Application No. | Filing Date |
|------------------|----------------|---------|-----------------|-------------|
| Catherines, Inc. | Secret Slimmer | US | 87904281 | May-2-2018 |

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. | CACIQUE | US | 87597902 | 5650500 | Jan-8-2019 |
| Lane Bryant Purchasing Corp. | INNERSCULPT | US | 87742056 | 5891945 | Oct-22-2019 |

U.S. Trademark Applications

| Applicant | Mark | Country | Application No. | Filing Date |
|------------------------------|------------|---------|-----------------|-------------|
| Lane Bryant Purchasing Corp. | LANE DENIM | US | 87741860 | Jan-3-2018 |

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 | CLUB JUSTICE | US | 87550753 | 5638946 | Dec-25-2018 |
| Tween Brands Investment, LLC | LIVE JUSTICE | US | 87789688 | 5938706 | Dec-17-2019 |
| Tween Brands Investment, LLC | ULTRA SQUAD | US | 88132760 | 5945481 | Dec-24-2019 |

U.S. Trademark Application

None.