

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		12/23/2020	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	THE DRESS BARN, INC.		
Also Known As:	DBI Holdings, Inc.		
Street Address:	933 Macarthur Boulevard		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	Corporation: CONNECTICUT		
Name:	LANE BRYANT PURCHASING CORP.		
Street Address:	3344 Morse Crossing Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	Corporation: OHIO		
Name:	MAURICES INCORPORATED		
Street Address:	105 W. Superior Street		
City:	Duluth		
State/Country:	MINNESOTA		
Postal Code:	55802		
Entity Type:	Corporation: DELAWARE		
Name:	TWEEN BRANDS INVESTMENT, LLC		
Street Address:	8323 Walton Parkway		
City:	New Albany		
State/Country:	OHIO		
Postal Code:	43054		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 15			

CH \$390.00 85723218

Property Type	Number	Word Mark
Serial Number:	85723218	BRA6
Registration Number:	4317197	
Registration Number:	4317198	
Registration Number:	4317209	TWEEN BRANDS
Registration Number:	4317210	TWEENBRANDS
Registration Number:	4309194	04
Registration Number:	4310734	ROZ&ALI
Registration Number:	4404860	BROTHERS
Serial Number:	86019738	PLAYFORMANCE
Serial Number:	86019954	HAPPILY REWARDED
Serial Number:	86033559	M
Serial Number:	86033562	B
Serial Number:	86033564	B
Serial Number:	86033567	B
Serial Number:	86035218	INSIDE VOICE

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	12/28/2020

Total Attachments: 5

source=Ascena - Trademark Release (12.9.13)#page1.tif

source=Ascena - Trademark Release (12.9.13)#page2.tif

source=Ascena - Trademark Release (12.9.13)#page3.tif

source=Ascena - Trademark Release (12.9.13)#page4.tif

source=Ascena - Trademark Release (12.9.13)#page5.tif

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement (this “Trademark Release”) is made as of December 23, 2020, by **JPMORGAN CHASE BANK, N.A.** in its capacity as administrative agent (the “Administrative Agent”), for the Lenders and the other Secured Parties (as defined in the Trademark Security Agreement referred to below) and the Borrowers listed on Schedule A attached hereto, (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 9, 2013, by and among the Grantors and the Administrative Agent (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date thereof, the “Trademark Security Agreement”; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement), each of the Grantors unconditionally granted, assigned, and pledged to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties) a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in and to the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 19, 2013 at Reel 5178, Frame 0436; and

WHEREAS, the Grantors have requested that the Administrative Agent execute this Trademark Release in order to terminate and release the Administrative Agent’s Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases the Security Interest and all other liens and security interests that it has in, to and under the Trademark Collateral, including, without limitation, those Trademarks and Trademark applications referred to on Schedule I attached hereto and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such goodwill and all renewals of the foregoing.
2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Trademark Release.
3. Further Assurances. The Administrative Agent agrees to take all further actions and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantors to more fully and

effectively effectuate the purposes of this Trademark Release, at Grantors' sole cost and expense, and without representation or warranty by the Administrative Agent.

4. Governing Law. This Trademark Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

This Trademark Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

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

By: 

Name: Anthony Galca

Title: Executive Director

[Signature Page to Termination and Release of Grant of Security Interest in Trademarks]

TRADEMARK

REEL: 007147 FRAME: 0257

SCHEDULE A

THE DRESS BARN, INC., a Connecticut corporation

LANE BRYANT PURCHASING CORP., an Ohio corporation

MAURICES INCORPORATED, a Delaware corporation

TWEEN BRANDS INVESTMENT, LLC, an Ohio limited liability company

SCHEDULE I

Trademarks

Registered Owner	Mark	Application Number	Registration Number	Registration Date	Expiration
Lane Bryant Purchasing Corp.	Bra6	85-723218	4309177	3/26/2013	3/26/2023
Tween Brands Investment, LLC	Miscellaneous Design	85-730340	4317197	4/9/2013	4/9/2023
Tween Brands Investment, LLC	Miscellaneous Design	85-730364	4317198	4/9/2013	4/9/2023
Tween Brands Investment, LLC	Tween Brands	85-732509	4317209	4/9/2013	4/9/2023
Tween Brands Investment, LLC	Tween Brands (Stylized)	85-732510	4317210	4/9/2013	4/9/2023
Tween Brands Investment, LLC	04	85-732802	4309194	3/26/2013	3/26/2023
The Dress Barn, Inc.	Roz&Ali	85-978476	4310734	3/26/2013	3/26/2023
Tween Brands Investment, LLC	Brothers	85-979919	4404860	9/17/2013	9/17/2023

Trademark Applications

Registered Owner	Mark	Application Number	Filing Date
Tween Brands Investment, LLC	Playformance	86-019738	7/25/2013
Maurices Incorporated	Happily Rewarded	86-019954	7/25/2013
Maurices Incorporated	M and Design	86-033559	8/9/2013
Tween Brands Investment, LLC	B*	86-033562	8/9/2013
Tween Brands Investment, LLC	B*	86-033564	8/9/2013
Tween Brands Investment, LLC	B*	86-033567	8/9/2013
Maurices Incorporated	Inside Voice	86-035218	8/12/2013