

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643465

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                    |
| <b>NATURE OF CONVEYANCE:</b> | SENIOR SUPERPRIORITY TRADEMARK SECURITY AGREEMENT |

## CONVEYING PARTY DATA

| Name                | Formerly | Execution Date | Entity Type                           |
|---------------------|----------|----------------|---------------------------------------|
| David's Bridal, LLC |          | 04/30/2021     | Limited Liability Company:<br>FLORIDA |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | Alter Domus (US) LLC, as Collateral Agent |
| <b>Street Address:</b>   | 225 W. Washington Street                  |
| <b>Internal Address:</b> | 9th Floor                                 |
| <b>City:</b>             | Chicago                                   |
| <b>State/Country:</b>    | ILLINOIS                                  |
| <b>Postal Code:</b>      | 60606                                     |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE       |

## PROPERTY NUMBERS Total: 55

| Property Type        | Number  | Word Mark                    |
|----------------------|---------|------------------------------|
| Registration Number: | 2426973 | DAVID'S BRIDAL               |
| Registration Number: | 3017372 | DAVID'S BRIDAL               |
| Registration Number: | 2817374 | DAVID'S BRIDAL               |
| Registration Number: | 2708959 | DAVID'S BRIDAL MAKE A MATCH  |
| Registration Number: | 1987087 | PRISCILLA                    |
| Registration Number: | 1984078 | PRISCILLA                    |
| Registration Number: | 1987088 | PRISCILLA OF BOSTON          |
| Registration Number: | 1937208 | GALINA                       |
| Registration Number: | 3358442 | MELISSA SWEET                |
| Registration Number: | 3441766 | VINEYARD COLLECTION          |
| Registration Number: | 3484773 | DAVIDSBRIDAL.COM             |
| Registration Number: | 3483983 | CENTROAMÉRICATV              |
| Registration Number: | 3517983 | REVERIE BY MELISSA SWEET     |
| Registration Number: | 3522745 | DRESS YOUR WEDDING           |
| Registration Number: | 3922357 | PRISCILLA OF BOSTON CLASSICS |
| Registration Number: | 3933173 | PLATINUM                     |
| Registration Number: | 4059223 | DB STUDIO                    |
| Registration Number: | 4070237 | MEMORIES BY DAVID'S BRIDAL   |

TRADEMARK

| Property Type        | Number   | Word Mark                          |
|----------------------|----------|------------------------------------|
| Registration Number: | 4081630  | JEWEL BY PRISCILLA OF BOSTON       |
| Registration Number: | 4150222  | GALINA SIGNATURE                   |
| Registration Number: | 4153523  | PHOTOGRAPHY BY DAVID'S BRIDAL      |
| Registration Number: | 3737638  | DBBRIDAL COLOR                     |
| Registration Number: | 4308749  | DAVID'S BRIDAL LUXE                |
| Registration Number: | 4299881  | REVERIE                            |
| Registration Number: | 4616517  | DAVID'S BRIDAL                     |
| Registration Number: | 4790709  | DAVID'S BRIDAL                     |
| Registration Number: | 4749612  | JEWEL BY DAVID'S                   |
| Registration Number: | 4729264  | JEWEL BY DAVID'S BRIDAL            |
| Registration Number: | 5147040  | DAVID'S                            |
| Registration Number: | 5080756  | VERSA BY DAVID'S BRIDAL            |
| Registration Number: | 5414723  | DB                                 |
| Registration Number: | 5521318  | BE YOUR OWN BRIDE                  |
| Registration Number: | 5394380  | BE YOUR OWN BRIDE                  |
| Registration Number: | 5394414  | BE YOUR OWN BRIDE DAVID'S BRIDAL   |
| Registration Number: | 5400141  | BE YOUR OWN BRIDE                  |
| Registration Number: | 4695407  | DAVID'S BRIDAL                     |
| Registration Number: | 5822126  | DB                                 |
| Registration Number: | 6050999  | B · BLUEPRINT · BLUEPRINT          |
| Registration Number: | 5819706  | B BLUEPRINT REGISTRY               |
| Registration Number: | 6051000  | B BLUEPRINT                        |
| Registration Number: | 5819707  | B BLUEPRINT REGISTRY               |
| Registration Number: | 6050998  | BLUEPRINT                          |
| Registration Number: | 4493933  | BLUEPRINT REGISTRY                 |
| Registration Number: | 5819688  | BLUEPRINT REGISTRY                 |
| Registration Number: | 4493934  | BLUEPRINT WEDDING REGISTRY         |
| Registration Number: | 4771233  | DAVID'S                            |
| Registration Number: | 4197729  | RUSTIC WEDDING CHIC                |
| Serial Number:       | 90590873 | WE EXIST FOR MAGICAL MOMENTS       |
| Serial Number:       | 90544639 | FRONTLINE FIERCE                   |
| Serial Number:       | 90536586 | DIAMOND LOYALTY PROGRAM BY DAVID'S |
| Serial Number:       | 90536609 | DIAMOND LOYALTY PROGRAM BY DAVID'S |
| Serial Number:       | 90331017 | BRIDEMOJIS                         |
| Serial Number:       | 90149511 | JEWEL                              |
| Serial Number:       | 90618925 | THE WINK BY DAVID'S BRIDAL         |
| Registration Number: | 3483957  | DAVID'S BRIDAL WEDDING             |

**CORRESPONDENCE DATA****Fax Number:** 2123108007*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:** 2123108000**Email:** juan.arias@weil.com**Correspondent Name:** Michael Denton**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153**ATTORNEY DOCKET NUMBER:** Mi. Benton -32583.0059**NAME OF SUBMITTER:** Michael Denton**SIGNATURE:** /Michael Denton/**DATE SIGNED:** 04/30/2021**Total Attachments: 7**source=David\_s Bridal - Senior Superpriority Trademark Security Agreement  
Executed\_WEIL\_97950800\_2#page1.tifsource=David\_s Bridal - Senior Superpriority Trademark Security Agreement  
Executed\_WEIL\_97950800\_2#page2.tifsource=David\_s Bridal - Senior Superpriority Trademark Security Agreement  
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Executed\_WEIL\_97950800\_2#page7.tif

**SENIOR SUPERPRIORITY TRADEMARK SECURITY AGREEMENT**

This Senior Superpriority Trademark Security Agreement (this "Trademark Security Agreement") is entered into as of April 30, 2021 by and among David's Bridal, LLC, a Florida limited liability company (the "Grantor"), and Alter Domus (US) LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent").

**WITNESSETH**

WHEREAS, the Grantor is party to the Senior Superpriority Term Loan Pledge and Security Agreement, dated as of April 30, 2021 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Senior Term Loan Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing;

provided, however, that the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations (other than any contingent or inchoate obligations not then due and payable) and termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Third Amended and Restated Intercreditor Agreement, dated as of April 30, 2021 (as further amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

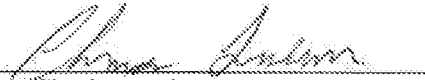
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Alter Domus (US) LLC is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent. The rights, privileges and immunities of the Collateral Agent set forth in the Senior Term Loan Credit Agreement and the Security Agreement shall be incorporated into this Trademark Security Agreement as though fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAVID'S BRIDAL, LLC

By:   
Name: Charles Lockyer  
Title: Chief Financial Officer

*[Signature Page to Senior Superpriority Term Loan Trademark Security Agreement]*

**TRADEMARK  
REEL: 007275 FRAME: 0770**

Accepted and Agreed:

ALTER DOMUS (US) LLC,  
as Collateral Agent

By: J. K.




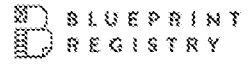

Name: Jon Kirschmeier

Title: Associate Counsel

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| <b>Mark</b>                   | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|-------------------------------|-------------------|--------------------|-----------------|------------------|
| David's Bridal                | 75/932,565        | 03/01/00           | 2,426,973       | 02/06/01         |
| David's Bridal                | 78/374,628        | 02/26/04           | 3,017,372       | 11/22/05         |
| David's Bridal                | 78/226,241        | 03/17/03           | 2,817,374       | 02/24/04         |
| David's Bridal Make a Match   | 76/387,170        | 03/25/02           | 2,708,959       | 04/22/03         |
| Priscilla                     | 74/699,027        | 07/10/95           | 1,987,087       | 07/16/96         |
| Priscilla                     | 74/699,056        | 07/10/95           | 1,984,078       | 07/02/96         |
| Priscilla of Boston           | 74/699,053        | 07/10/95           | 1,987,088       | 07/16/96         |
| Galina                        | 74/609,139        | 12/09/94           | 1,937,208       | 11/21/95         |
| Melissa Sweet                 | 77/016,636        | 10/09/06           | 3,358,442       | 12/25/07         |
| Vineyard Collection           | 77/124,376        | 03/07/07           | 3,441,766       | 06/03/08         |
| DauidsBridal.com              | 77/386,407        | 02/01/08           | 3,484,773       | 08/12/08         |
| David's Bridal Wedding        | 77/337,650        | 11/27/07           | 3,483,957       | 08/12/08         |
| Reverie by Melissa Sweet      | 77/362,873        | 01/02/08           | 3,517,983       | 10/14/08         |
| Dress Your Wedding            | 78/974,131        | 09/14/06           | 3,522,745       | 10/21/08         |
| Priscilla of Boston Classics  | 85/007,300        | 04/06/10           | 3,922,357       | 02/22/11         |
| Platinum                      | 77/262,053        | 08/22/07           | 3,933,173       | 03/22/11         |
| DB Studio                     | 85/257,942        | 03/04/11           | 4,059,223       | 11/22/11         |
| Memories by David's Bridal    | 85/303,316        | 04/25/11           | 4,070,237       | 12/13/11         |
| jewel BY PRISCILLA OF BOSTON  | 77/649,379        | 01/14/09           | 4,081,630       | 01/10/12         |
| Galina Signature              | 85/451,956        | 10/20/11           | 4,150,222       | 05/29/12         |
| Photography by David's Bridal | 85/437,699        | 10/03/11           | 4,153,523       | 06/05/12         |
| DBBridal Color                | 77/433,648        | 03/27/08           | 3,737,638       | 01/12/10         |
| DAVID'S BRIDAL LUXE           | 85/689,569        | 07/29/12           | 4,308,749       | 03/26/13         |
| Reverie                       | 85/004,485        | 04/01/10           | 4,299,881       | 03/12/13         |
| David's Bridal                | 86/156,932        | 01/03/14           | 4,616,517       | 10/07/14         |
| David's Bridal                | 86/975,592        | 07/11/14           | 4,790,709       | 08/11/15         |
| JEWEL BY DAVID'S              | 86/334,838        | 07/11/14           | 4,749,612       | 06/02/2015       |
| JEWEL BY DAVID'S BRIDAL       | 86/334,829        | 07/11/14           | 4,729,264       | 04/28/15         |
| DAVID'S                       | 86/334,814        | 07/11/14           | 5,147,040       | 02/21/17         |



|  |            |          |           |            |
|--|------------|----------|-----------|------------|
| VERSA BY DAVID'S BRIDAL  | 86/901,221 | 02/08/16 | 5,080,756 | 11/15/16   |
| DB   | 87/976,557 | 05/31/16 | 5,414,723 | 02/27/18   |
| BE YOUR OWN BRIDE  | 87/977,798 | 11/23/16 | 5,521,318 | 07/17/18   |
| BE YOUR OWN BRIDE  | 87/309,134 | 01/20/17 | 5,394,380 | 02/06/18   |
| BE YOUR OWN BRIDE DAVID'S BRIDAL   | 87/322,785 | 02/02/17 | 5,394,414 | 02/06/18   |
| BE YOUR OWN BRIDE  | 87/473,325 | 06/02/17 | 5,400,141 | 02/13/18   |
| DAVID'S BRIDAL   | 86/334,763 | 07/11/14 | 4,695,407 | 03/03/15   |
| DB   | 87/055,567 | 05/31/16 | 5,822,126 | 07/30/2019 |
|               | 88/402,101 | 04/25/19 | 6,050,999 | 05/12/20   |
|               | 88/232,441 | 12/17/18 | 5,819,706 | 07/30/19   |
|               | 88/402,138 | 04/25/19 | 6,051,000 | 05/12/20   |
|              | 88/232,449 | 12/17/18 | 5,819,707 | 07/30/19   |
| BLUEPRINT  | 88/401,991 | 04/25/19 | 6,050,998 | 05/12/20   |
| BLUEPRINT REGISTRY   | 85/919,333 | 04/30/13 | 4,493,933 | 03/11/2014 |
| BLUEPRINT REGISTRY   | 88/232,161 | 12/17/18 | 5,819,688 | 07/30/19   |
| BLUEPRINT WEDDING REGISTRY   | 85/919,348 | 04/30/13 | 4,493,934 | 03/11/2014 |
| David's<br> | 86/156,973 | 01/03/14 | 4,771,233 | 07/14/15   |
| RUSTIC WEDDING CHIC  | 85510184   | 01/06/12 | 4197729   | 08/28/2012 |
| WE EXIST FOR MAGICAL MOMENTS   | 90590873   | 03/19/21 | --        | --         |
| FRONTLINE FIERCE   | 90544639   | 02/24/21 | --        | --         |
| DIAMOND LOYALTY PROGRAM BY DAVID'S   | 90536586   | 02/19/21 | --        | --         |
| DIAMOND LOYALTY PROGRAM BY DAVID'S   | 90536609   | 02/19/21 | --        | --         |
| BRIDEMOJIS   | 90331017   | 11/19/20 | --        | --         |
| JEWEL  | 90149511   | 08/31/20 | 6333941   | 04/27/2021 |

|                            |          |            |    |    |
|----------------------------|----------|------------|----|----|
| THE WINK BY DAVID'S BRIDAL | 90618925 | 04/01/2021 | -- | -- |
|----------------------------|----------|------------|----|----|