

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to the Superpriority Trademark Security Agreement recorded at Reel 6977/Frame 0567

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities
Street Address:	110 East 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
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
Registration Number:	6333941	JEWEL
Serial Number:	90618925	THE WINK BY DAVID'S BRIDAL

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

CH \$215.00 4197729

ATTORNEY DOCKET NUMBER:	06324-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	04/30/2021

Total Attachments: 5

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SUPPLEMENT TO THE SUPERPRIORITY TRADEMARK SECURITY AGREEMENT

This Supplement To The Superpriority Trademark Security Agreement (this “Supplement”) is entered into as of April 30, 2021, by and among David’s Bridal, LLC, a Florida limited liability company (the “Grantor”), in favor of Cantor Fitzgerald Securities, in its capacity as collateral agent pursuant to the Security Agreement (defined below) and Trademark Security Agreement (defined below) (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WITNESSETH

WHEREAS, the Grantor is party to (i) the Superpriority Term Loan Pledge and Security Agreement, dated as of June 19, 2020 (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 Supplement, and (ii) the Superpriority Trademark Security Agreement, dated as of June 19, 2020 and recorded in the United States Patent and Trademark Office on June 23, 2020 at Reel 6977 and Frame 0567 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Trademark Security Agreement”), in favor of the Collateral Agent;

WHEREAS, the Grantor has acquired or created additional Trademarks since the date of the execution of the Security Agreement and Trademark Security Agreement; and

WHEREAS, Schedule I does not reflect all Trademarks acquired or created by the Grantor since the date of execution of the Security Agreement and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, 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 those items added to Schedule I-A of the Security Agreement pursuant to Section 3 below for the benefit of the Collateral Agent, including:

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

SECTION 3. Security Agreement. The security interest granted pursuant to the Security Agreement and the Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by supplementing, but not replacing, Schedule I of the Trademark Security Agreement to add each of the Trademarks listed on Schedule I-A of this Supplement, pursuant to this Supplement and is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Trademark 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 Supplement 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 Supplement.

SECTION 5. Counterparts. This Supplement 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 Supplement shall be effective as delivery of an original executed counterpart of this Supplement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 19, 2020 (as 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 Supplement, the terms of the Intercreditor Agreement shall govern and control.

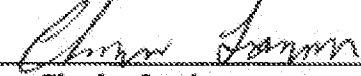
SECTION 7. Governing Law. This Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Cantor Fitzgerald Securities is entering into this Supplement solely in its capacity as Collateral Agent. The rights, privileges and immunities of the Collateral Agent set forth in the Superpriority Term Loan Credit Agreement and the Security Agreement shall be incorporated into this Supplement as though fully set forth herein.

[signature pages follow]

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

DAVID'S BRIDAL, LLC, as Grantor By:

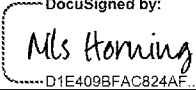
By: 

Name: Charles Lockyer

Title: Chief Financial Officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: 
Name: Nils Horning
Title: Vice President

SCHEDULE I-A
to
SUPPLEMENT TO THE SUPERPRIORITY TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
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		