

08-30-2001



8.30.01

101829587

Original document(s) or copy(ies).

TO: The Commissioner of Patents and
Submission Type

New

Assignment

License

Resubmission (Non-Recordation)
Document ID# []

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # [] Frame # []

Merger

Effective Date
Month Day Year

Corrective Document
Reel # [] Frame # []

Change of Name

Other []

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name [LANE BRYANT, INC.]

Execution Date
Month Day Year
8 16 2001

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization [State of Delaware]

Receiving Party

Mark if additional names of conveying parties attached

Name [CONGRESS FINANCIAL CORPORATION, as Agent]

DBA/AKA/TA []

Composed of []

Address (line 1) [1133 Avenue of the Americas]

Address (line 2) []

Address (line 3) [New York] [New York USA] [10036]

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other []

Citizenship/State of Incorporation/Organization [State of Delaware]

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

08/30/2001 DBYRNE 00000185 1319528

01 FC:481
02 FC:482

40.00 OP
1225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: Alan L. Kierman, Esq.

Address (line 1): Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2): 230 Park Avenue

Address (line 3): New York, New York 10169

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100 X709

Name: Helen M. Linehan

Address (line 1): Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2): 230 Park Avenue

Address (line 3): New York, New York 10169

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

26

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)
SEE EXHIBIT A

Registration Number(s)
SEE EXHIBIT A

Number of Properties

Enter the total number of properties involved.

50

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$1,265.00

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Helen M. Linehan

Helen M. Linehan
Signature

8/28/01
Date

Name of Person Signing

EXHIBIT A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

<u>APPLICATIONS</u>	<u>REGISTRATIONS</u>
75/534311	1,319,528
75/869486	1,566,672
75/928233	2,207,631
76/051268	2,261,572
76/039802	2,006,989
75/828396	932,314
76/004029	1,970,552
76/042542	2,355,903
75/534317	2,051,430
75/933788	1,384,441
75/534313	1,342,838
76/073329	1,105,173
76/072130	1,642,148
75/615739	2,005,415
76/195112	1,906,613
75/534385	2,157,913
76/396796	2,451,419
75/380353	2,010,679
75/752838	2,109,227
	2,074,251
	2,074,138
	2,074,250
	2,121,469
	2,082,881

	2,324,848
	2,403,761
	2,375,554
	2,346,403
	2,335,104
	1,670,608
	2,038,657

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated August 16, 2001, is by and between LANE BRYANT, INC., a Delaware corporation ("Debtor"), with its chief executive office at Five Limited Parkway East, Dept. #8000, Reynoldsburg, Ohio 43068 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Charming Shoppes, Inc., a Pennsylvania corporation, C.S.I. Industries, Inc., a Delaware corporation, Charming Shoppes of Delaware, Inc., a Pennsylvania corporation, FB Apparel, Inc., an Indiana corporation, Catherines Stores Corporation, a Tennessee corporation, and Debtor, a Delaware corporation (individually and collectively hereinafter referred to as the "Borrowers") and Secured Party have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders (as hereinafter defined) may make loans and advances and provide other financial accommodations to Borrowers and certain of Borrowers' affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, the financial institutions from time to time party thereto, as lenders (collectively, together with Secured Party, "Lenders"), JP Morgan Business Credit Corp., as co-agent and Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all Obligations (as defined in the Loan Agreement) of the Borrowers, Obligors and the Additional L/C Debtors (each as defined in the Loan Agreement) to Secured Party and Lenders as set forth in its Guarantee, dated of even date herewith, by Debtor and certain of its affiliates in favor of Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, collectively, the "Guarantee"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers and the Additional L/C Debtors pursuant thereto, Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and full and final payment of all of the Obligations, Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, collective marks, certification marks, Internet domain names, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming the Debtor as licensor or licensee and providing for the grant of any rights concerning any Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrowers, Obligors and the Additional L/C Debtors to Secured Party and Lenders, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantee, this Agreement, the Loan Agreement and the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor or any Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except that Debtor may license any Trademark to any direct or indirect subsidiary of Charming Shoppes, Inc. and except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other

country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise for the benefit of Lenders of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do after notice to Debtor, as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral (without limiting the right of Debtor or abandon Trademarks not used or useful in its business accordance with Section 3(b) hereof), or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor shall give Secured Party written notice no later than ten (10) days following such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party, for the benefit of Lenders.

(h) Except as set forth on Exhibit A, Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby a Trademark may become abandoned, invalidated, unenforceable, avoided, or avoidable, except to the extent that any such Trademark may no be longer used or useful in the business of Debtor or Borrowers and Debtor has given Secured Party notice of its intention to abandon such Trademark. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State

thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would cause a Material Adverse Effect (as defined in the Loan Agreement). Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party and any Lender, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for any liability arising out of the Secured Party's or any Lender's acts or omissions constituting gross negligence or willful misconduct, as determined pursuant to a final and non-appealable judgment or order of a court of competent jurisdiction. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and any Lender as set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party or the Required Lenders (as such term is defined in the Loan Agreement), upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies, for and on behalf of Lenders, which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party, for the benefit of Lenders, by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders

may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine in accordance with the Loan Agreement. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, any Lender and their respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, County of New York and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor, Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party and Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce Secured Party's and Lenders' rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's or any Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such

process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party or any Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR, SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Lane Bryant, Inc.
c/o Charming Shoppes, Inc.
450 Winks Lane
Bensalem, Pennsylvania 19020
Attention: Chief Financial Officer

with a copy to: Lane Bryant, Inc.
c/o Charming Shoppes, Inc.
450 Winks Lane
Bensalem, Pennsylvania 19020
Attention: General Counsel

If to Secured Party: Congress Financial Corporation, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay,

omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Lenders. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LANE BRYANT, INC.

By: Eric M. Spates

Title: Executive Vice President

CONGRESS FINANCIAL CORPORATION,
as Agent

By: Jeune K. Gatto

Title: Vice President

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF BUCKS)

On this 16th day of August, 2001, before me personally came Eric M. Specter, to me known, who being duly sworn, did depose and say, that he is the Executive Vice President of LANE BRYANT, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Tina Louise Grodziski
Tina Louise Grodziski

NOTARIAL SEAL
TINA LOUISE GRODZISKI, Notary Public
Bensalem Twp., Bucks County
My Commission Expires June 6, 2005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16th day of AUGUST, 2001, before me personally came TERESE K. GATTO, to me known, who being duly sworn, did depose and say, that ~~he~~ ^{she} is the V.P. of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that ~~he~~ ^{she} signed ~~his~~ ^{her} name thereto by order of the Board of Directors of said corporation.

Helen M. Linehan
Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 0116047897
Qualified in New York County
Commission Expires Sept. 18, 2002

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.#</u>	<u>App. Dt</u>	<u>Reg.#</u>	<u>Reg. Dt</u>	<u>Action Dt</u>
Andorra	CACIQUE	3, 14, 18, 25, 35, 39	7,686	7/4/97	6,889	7/4/97	7/4/07
Aruba	CACIQUE	25, 42	94,062,315	6/23/94	16,809	7/11/94	6/22/04
Australia	CACIQUE	3	499,414	11/11/88	A499,414	3/25/92	11/11/09
Australia	CACIQUE	14	499,415	11/11/88	A499,415	10/24/90	11/11/09
Australia	CACIQUE	42	499,417	11/11/88	A499,417	11/29/90	11/11/09
Australia	CACIQUE	25	499,416	11/11/88	A499,416	11/29/90	11/11/09
Benelux	CACIQUE	3, 14, 25, 41, 42	783,068	7/15/92	515,515	1/4/93	7/15/02
Benelux	CACIQUE	3, 14, 25, 35, 42	858,591	10/31/95	587,094	11/4/96	10/31/05
Benelux	CACIQUE	3, 25	0962475	4/14/00			4/14/10
Benelux	LASTING COMFORT	25	701,711	8/21/87	434,489	5/10/88	8/21/07
Benelux	VENEZIA	25	702,715	9/18/87	437,757	8/4/88	9/18/07
Bolivia	CACIQUE	3		4/18/00			
Bolivia	CACIQUE	25		4/18/00			
Brazil	CACIQUE	25	823,624,030	2/28/01			
Bulgaria	CACIQUE	3, 14, 18, 25	26,933	4/13/94	25,186	11/29/94	4/13/04
Bulgaria	CACIQUE	42	26,934	4/13/94	3,720	11/29/94	4/13/04
Canada	CACIQUE		620,222	11/29/88	365,542	2/16/90	2/16/05
Canada	LINGERIE CACIQUE		719,688	12/23/92	453,307	2/2/96	2/2/11
Canada	PARIS 1936 AND DESIGN						
Canada	VENEZIA	25	592,696	10/5/87	385,367	6/7/91	6/7/06
Canada	VENEZIA		260,355	12/17/60	122,775	7/7/61	7/6/06
Chile	CACIQUE	3, 25			466,256	8/8/96	8/8/06
Chile	CACIQUE	35	190,557	11/23/93	417,222	12/22/97	11/23/03
China (People's Republic Of)	CACIQUE	25	2000105475	7/17/00			
China (People's Republic Of)	CACIQUE	3	2000105474	7/17/00			
China (People's Republic Of)	LASTING COMFORT	53		2/3/86	266,941	11/30/86	11/29/06

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Republic Of China (People's Republic Of)	SOLANGE	25	91,040,511	8/23/91	606,371	8/10/92	8/10/02
Costa Rica	CACIQUE	25	89,912	8/22/94	90,100	2/6/95	2/6/05
Costa Rica	LINGERIE CACIQUE	42	89,971	8/22/94	90,474	3/8/95	3/8/05
Czech Republic	CACIQUE	25, 39	94/1007	7/1/94	186,955	7/27/95	7/1/04
Denmark	CACIQUE	14, 25, 42	7918/88	11/14/88	VR 1990 02979	5/11/90	5/11/10
Dominican Republic	CACIQUE	44	26,371	7/7/94	77,133	4/15/95	4/15/05
Dominican Republic	SOLANGE	44		8/27/91	51,834	11/15/91	11/15/01
Dominican Republic	SOLANGE	45		8/27/91	51,836	11/15/91	11/15/01
European Union	CACIQUE	3, 25, 42	325,365	8/13/96	325,365	12/4/98	8/13/06
Finland	CACIQUE	3, 14, 25, 42	5008/88	11/11/88	110,038	12/20/90	12/20/10
France	CACIQUE	3, 25	00 3022516	4/18/00	00 3022516	9/22/00	4/17/10
Gaza District	CACIQUE	25	4,901	7/24/97	4,901	6/3/98	7/23/04
Gaza District	LINGERIE CACIQUE	35	4,902	7/24/97	4,902	6/3/98	7/23/04
Germany	CACIQUE	35, 42	395 46 923.6	11/17/95	395 46 923	7/3/96	11/17/05
Guatemala	SOLANGE	25			67,936	9/24/92	9/23/02
Haiti	SOLANGE	25		8/7/91	191/92	2/3/92	2/3/02
Haiti	VENEZIA	25		7/10/85	44 Reg. 104	12/27/85	6/27/10
India	CACIQUE	3	962,748	10/11/00			10/11/07
India	CACIQUE	25	962,749	10/11/00			10/11/07
Israel	CACIQUE	3	70,888	11/14/88	70,888	8/6/92	11/14/09
Israel	CACIQUE	14	70,889	11/14/88	70,889	8/6/92	11/13/09
Israel	CACIQUE	25	70,890	11/14/88	70,890	8/6/92	11/13/09
Israel	CACIQUE	42	70,891	11/14/88	70,891	5/31/92	11/13/09
Italy	VENEZIA AND TRIANGLE DESIGN	14, 25, 26	RM 92C 000164	1/20/92	643,305	2/21/95	1/20/02
Italy	VENEZIA AND TRIANGLE DESIGN	14, 25, 26	36274C/87	11/5/87	784,782	1/17/89	11/5/07
Jamaica	CACIQUE	14	14/214	1/10/89	24,661	9/28/94	1/10/10

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Jamaica	CACIQUE	25	25/1388	1/10/89	24,381	6/21/94	1/10/10
Jamaica	VENEZIA AND DESIGN	25	TM/25/940	8/2/85	B22,282	7/9/91	8/2/06
Japan	CACIQUE	39	73512/94	7/20/94	3,352,534	10/17/97	10/17/07
Japan	CACIQUE	35	73511/94	7/20/94	3,357,875	11/7/97	11/7/07
Japan	CACIQUE	4	131486/88	11/22/88	2,305,651	4/30/91	4/30/11
Japan	CACIQUE	23	131489/88	11/22/88	2,416,534	5/29/92	5/29/02
Japan	CACIQUE	21	131488/88	11/22/88	2,288,643	12/26/90	12/26/10
Japan	CACIQUE WITH KATAKANA	17	131487/88	11/22/88	2,707,876	6/30/95	6/30/05
Japan	LASTING COMFORT	17		9/6/85	1,983,614	9/21/87	9/21/07
Japan	VENEZIA AND DESIGN	17	147347/1987		2,253,957	7/30/90	7/30/10
Japan	VENEZIA AND DESIGN	21	647/1988		2,384,798	2/28/92	2/28/02
Macao	VENEZIA AND DESIGN	25	1.176-M	10/22/87	1.176-M	8/22/91	8/22/01
Mauritius	VENEZIA	25		4/15/87	A/28 No. 50	11/6/87	4/15/08
Mexico	SOULANGE	25	249,768	12/7/95	515,461	1/29/96	12/7/05
Mexico	VENEZIA	25	366,337	3/5/99	682,024		3/5/09
Monaco	CACIQUE	25, 42	15,600	7/13/94	94-15549	9/15/94	7/13/04
New Zealand	CACIQUE	3	190,087	1/5/89	190,087	10/17/91	1/5/10
New Zealand	CACIQUE	14	190,088	1/5/89	190,088	11/15/91	1/5/10
New Zealand	CACIQUE	25	190,089	1/5/89	190,089	3/13/92	1/5/10
New Zealand	CACIQUE	42	238,136	6/21/94	238,136	6/4/97	6/21/01
Norway	CACIQUE	14, 42	88/5201	11/15/88	143,217	10/25/90	10/25/10
Paraguay	CACIQUE	25	8661-2000	4/17/00			
Paraguay	CACIQUE	3	8660-2000	4/17/00			
Peru	CACIQUE	14	147,782	11/17/88	79,528	4/13/89	4/13/04
Peru	CACIQUE	25	147,783	11/17/88	79,529	4/13/89	4/13/04
Peru	CACIQUE	42	147,784	11/17/88	6,678	4/13/89	4/13/04
Peru	CACIQUE	3		11/17/88	79,527	4/13/89	4/13/04
Portugal	CACIQUE	14	251,470	11/24/88	251,470	7/6/92	7/6/02
Portugal	CACIQUE	25	251,471	11/24/88	251,471	7/6/92	7/6/02

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Portugal	CACIQUE	42	251,472	11/24/88	251,472	7/6/92	7/6/07
Portugal	VENEZIA AND TRIANGLE DESIGN	25	243,559	10/16/87	243,559	4/10/92	4/10/02
Singapore	CACIQUE	42	2883/93	4/16/93	T93/02883E	4/16/93	4/16/03
Singapore	CACIQUE	14		1/19/89	T89/00355F	1/19/89	1/19/06
Singapore	CACIQUE	25	356/89	1/19/89	T89/00356D	1/19/89	1/19/06
Singapore	CACIQUE	3	354/89	1/19/89	T89/00354H	1/19/89	1/19/06
Singapore	SOLANGE	25	6979/91	7/25/91	6979/91	7/25/91	7/25/01
South Africa	CACIQUE	3	2000/11632	6/7/00			6/7/10
South Africa	CACIQUE	25	2000/14505	7/18/00			7/18/10
South Korea	LASTING COMFORT	45		7/19/85	145,332	9/18/87	9/17/07
South Korea	SOLANGE	45	91-22192	8/1/91	273,385	9/3/93	9/3/03
Spain	CACIQUE	14	1,286,796	11/25/88	1,286,796	2/5/90	2/5/10
Spain	CACIQUE	25	1,286,797	11/25/88	1,286,797	6/5/91	6/5/11
Spain	CACIQUE	42	1,286,798	11/25/88	1,286,798	5/3/90	5/3/10
Sri Lanka	VENEZIA	25	49,716	7/30/85	49,716	11/22/93	7/30/05
Switzerland	CACIQUE	3, 14, 25	8,167	11/14/88	368,558	5/19/89	11/14/08
Switzerland	CACIQUE	35, 36, 39, 40, 41, 42	5316/1993.3	4/1/93	409,693	5/24/94	4/1/03
Taiwan	CACIQUE	3	89037055	6/28/00			
Taiwan	CACIQUE	25	89037056	6/28/00			
Taiwan	INTIMATE PLEASURES	25	86039783	8/1/97	831,569	12/16/98	12/15/08
Taiwan	SOLANGE	40	80,033,620	7/26/91	555,560	4/1/92	4/1/02
Taiwan	SOLANGE	41	80,033,614	7/26/91	553,016	3/1/92	3/1/02
Taiwan	VENEZIA	25	85,016,708	4/13/96	765,087	6/16/97	6/15/07
Taiwan	VENEZIA	21	86,049,184	9/23/97	822,280	10/16/98	10/15/08
Thailand	CACIQUE	3	424,509	6/30/00			6/30/10
Thailand	CACIQUE	25	424,510	6/30/00			6/30/10
Thailand	INTIMATE PLEASURES	25		11/30/87	67,906	9/1/88	11/29/07
Thailand	LASTING COMFORT	25	347,986	11/6/87	67,857	9/1/88	11/5/07

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Thailand	VENEZIA	38	347,987	11/13/87	67,936	9/1/88	11/12/07
Turkey	VENEZIA			6/6/86	93,050	6/6/86	6/6/06
United Kingdom	CACIQUE	3	1,365,292	11/16/88	1,365,292	9/28/90	11/16/05
United Kingdom	CACIQUE/LINGERIE	25, 42	2,044,149	11/10/95	2,044,149	12/27/96	11/10/05
	CACIQUE						
United States	BARE INENT	25	75/534,311	8/1/98			
United States	BEAUTY MARK	25	75/869,486	12/8/99			
United States	BRYANT PARK	25	465,290	2/13/84	1,319,528	2/12/85	2/12/05
United States	CACIQUE	3, 25	729,866	5/23/88	1,566,672	11/21/89	11/21/09
United States	CACIQUE	3	75/928,233	2/25/00			
United States	CACIQUE	3, 4, 22, 25	76/051,268	5/18/00			
United States	CLOTHES FORM DESIGN	25	281,4897	4/25/97	2,207,631	12/1/98	12/1/04
United States	COTTON PARADISE	25	366,424	10/1/97	2,261,572	7/13/99	7/13/05
United States	CYBERSTRETCH	25	76/039,802	5/3/00			
United States	EVOCATIVE LACE	25	75/828,396	10/20/99			
United States	FABULACE	25	608,827	12/9/94	2,006,989	10/8/96	10/8/02
United States	FLAUNT	25	380,779	1/11/71	932,314	4/11/72	4/11/02
United States	FLAUNT	25	76/004,029	3/17/00			
United States	GLAMOUR BRA	25	561,026	8/15/94	1,970,552	4/23/96	4/23/02
United States	GLITTERATI	25	76/042,542	5/2/00			
United States	HIDDEN WONDERS	25	75/534,317	8/11/98			
United States	IRIDESCENCE	25	443,928	3/3/98	2,355,903	6/6/00	6/6/10
United States	JK KNITS	25	684,545	6/5/95	2,051,430	4/8/97	4/8/03
United States	JUNGLE LOVE	25	75/933,788	3/1/00			
United States	LASTING COMFORT	25	553,436	8/14/85	1,384,441	2/25/86	2/25/06
United States	LASTING COMFORT	25	489,477	7/12/84	1,342,838	6/18/85	6/18/05
United States	LASTING COMFORT	25	135,799	7/29/77	1,105,173	10/31/78	10/31/08
United States	LASTING COMFORT	25	075,355	7/5/90	1,642,148	4/23/91	4/23/11
United States	MICRO LITE	25	75/534,313	8/11/98			
United States	PROPORTIONED TO FIT	25, 42	698,858	7/10/95	2,005,415	10/1/96	10/1/02

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United States	EVERY BODY						
United States	SENSUAL CURVES	25	76/073,329	6/19/00			
United States	SENSUAL MOVES	25	76/072,130	6/15/00			
United States	SENSUAL SATIN	25	408,667	6/29/93	1,906,613	7/18/95	7/18/01
United States	SHEER PASSION	25	75/615,739	1/5/99			
United States	SHEERWEAR	25	305,622	6/9/97	2,157,913	5/12/98	5/12/04
United States	SMOOTH	25	534,314	8/11/98	2,451,419	5/15/01	5/15/11
United States	PERFORMANCE						
United States	SMOOTH	25	76/195,112	1/16/01			
United States	PERFORMANCE						
United States	ULTRA SATIN	25	561,027	8/15/94	2,010,679		10/22/96 10/22/02
United States	UNDERPLAY	25	75/534,385	8/11/98			
United States	VENEZIA	25	207,676	12/4/96	2,109,227	10/28/97	10/28/03
United States	VENEZIA ALWAYS	25	624,964	1/24/95	2,074,251	6/24/97	6/24/03
United States	VENEZIA BASIX	25	482,900	1/25/94	2,074,138	6/24/97	6/24/03
United States	VENEZIA CLOTHING CO.	25	75/396,796	1/26/97			
United States	VENEZIA CLOTHING COMPANY	25	75/380,353	10/28/97			
United States	VENEZIA FOR THE WAY YOU LIVE	25	624,963	1/24/95	2,074,250	6/24/97	6/24/03
United States	VENEZIA JEANS	9	205,161	1/27/96	2,121,469	12/16/97	12/16/03
United States	VENEZIA JEANS	25	699,529	7/7/95	2,082,881	7/29/97	7/29/03
United States	VENEZIA JEANS CLOTHING CO.	25	396,797	1/12/97	2,324,848	2/29/00	2/28/10
United States	VENEZIA JEANS CLOTHING CO. AND VJ DESIGN	18, 35	751,529	7/16/99	2,403,761	11/14/00	11/14/10
United States	VENEZIA JEANS CLOTHING CO. AND VJ DESIGN	3, 14, 25, 28	75/752,838	7/16/99			

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United States	VENEZIA LEATHERS	25	699,561	7/7/95	2,375,554	8/8/00	8/8/10
United States	VENEZIA SPORT AND DESIGN	25	434,170	2/13/98	2,346,403	5/2/00	5/2/10
United States	VENEZIA SWIM AND DESIGN	25	606,963	12/17/98	2,335,104	3/28/00	3/28/10
Uruguay	CACIQUE	3, 14, 42	226,998	11/25/88			
Uruguay	LANE BRYANT LASTING COMFORT	25	304,269	7/25/88	304,269	3/5/90	7/25/08
Uruguay	VENEZIA	25		9/4/85	207,586	5/15/86	5/15/96
Venezuela	VENEZIA	39	1493187	10/13/87			
Venezuela	VENEZIA AND TRIANGLE DESIGN	39	1493287	10/13/87			
Zimbabwe	CACIQUE	3	758/2000	6/8/00	758/2000	1/8/01	6/8/10
Zimbabwe	CACIQUE	25	759/2000	6/8/00	759/2000	1/8/01	6/8/10
Austria	CACIQUE	25, 39, 42	AM 3635/94	7/21/94	155,724	12/12/94	12/31/04
Bahamas	CACIQUE	38	16,597	7/15/94	16,597	12/7/95	7/15/08
Brazil	CACIQUE	14	814,605,524	11/23/88	814,605,524	5/1/90	5/1/00
China (People's Republic Of)	CACIQUE	42	93/068,877	8/14/93	770,389	10/21/94	10/20/04
Colombia	CACIQUE	42	295,578	11/29/88			
Colombia	CACIQUE	3	295,581	11/29/88	137,234	1/28/92	1/28/97
Colombia	CACIQUE	14	295,580	11/29/88	139,890	7/29/92	7/29/02
Colombia	CACIQUE	25	295,579	11/29/88	139,889	7/29/92	7/29/02
Ecuador	CACIQUE	42	14,041	11/29/88	135-92	5/6/92	5/6/02
Ecuador	CACIQUE	3	14,043	11/29/88	2216-95	4/17/90	4/17/05
Ecuador	CACIQUE	25	14,044	11/29/88	2215-95	4/17/90	4/17/05
Ecuador	CACIQUE	14	14,042	11/29/88	2217-95	4/17/90	4/17/05
El Salvador	CACIQUE	3	1560/94	5/27/94	22 Book 48	2/4/97	2/4/07
El Salvador	CACIQUE	14	1562/94	5/2/94	Reg. 46 Book 43	12/23/96	12/23/06
El Salvador	CACIQUE	42	1559/94	5/2/94	196 Book 53	5/15/97	5/15/07

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Haiti	CACIQUE	25		6/17/94	176/105	11/5/96	2/5/02
Haiti	CACIQUE	42		6/17/94	177/105	11/5/96	11/5/06
Honduras	CACIQUE	25	2764/94	4/13/94	61,710	5/25/95	5/25/05
Honduras	CACIQUE	42	2763/94	4/13/94	1,936	1/19/95	1/19/05
Hong Kong	CACIQUE	42	93/05064	5/21/93	11622/1997	11/26/97	5/21/14
Hong Kong	CACIQUE	3	1114/89	2/14/89	2047 of 1990	7/25/90	2/14/10
Hong Kong	CACIQUE	14	1115/89	2/14/89	0348 of 1991	1/31/91	2/14/10
Hong Kong	CACIQUE	25	1116 of 1989	2/14/89	1406 of 1991	4/30/91	2/14/10
Indonesia	CACIQUE	42		6/10/93	306,970	6/20/94	12/10/02
Ireland	CACIQUE	25	5100/88	11/16/88	130,543	7/4/90	11/16/09
Ireland	CACIQUE	14	5099/88	11/16/88	130,542	7/4/90	11/16/09
Ireland	CACIQUE	3	5098/88	11/16/88	130,541	7/4/90	11/16/09
Italy	CACIQUE	3, 14, 25, 35	MI 96 C003905	4/22/96	749,267	5/18/98	5/18/03
Jordan	CACIQUE	25	35,878	10/2/94	35,878	6/29/95	10/2/01
Kuwait	CACIQUE	25	29,454	9/26/94	27,239	12/16/97	9/25/04
Macao	CACIQUE	3	9117-M	11/24/88	9117-M	5/23/91	5/23/01
Macao	CACIQUE	14	9118-M	11/24/88	9118-M	5/23/91	5/23/01
Macao	CACIQUE	25	9119-M	11/24/88	9119-M	5/23/91	5/23/01
Macao	CACIQUE	42	9120-M	11/24/88	9120-M	12/18/90	12/18/00
Malaysia	CACIQUE	3	89/00437	1/24/89	89/00437	5/12/94	1/24/10
Malaysia	CACIQUE	14	89/00438	1/24/89	89/00438	12/14/95	1/24/10
Malaysia	CACIQUE	25	89/00439	1/24/89	89/00439	7/20/94	1/24/10
Malaysia	LINGERIE CACIQUE		97/18380	12/1/97			12/1/07
Mauritius	CACIQUE	3, 14, 25, 42		1/20/89	257	9/29/89	1/20/03
Mexico	CACIQUE	3	268,106	7/12/96	651,550	4/28/00	4/28/03
Mexico	CACIQUE	14	268,095	7/12/96	651,545	4/28/00	4/28/03
Mexico	CACIQUE	42	328,680	4/6/98			4/6/08
Mexico	CACIQUE	25	328,681	4/6/98			4/6/08
Morocco	CACIQUE	25, 42		7/25/94	54,396	7/25/94	7/25/14
Nepal	CACIQUE				11671/053	6/6/96	6/6/03

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<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Action Dt</u>
Nepal	CACIQUE	25		10/7/94	27,811	3/2/95	6/6/03
Nepal	CACIQUE	42		10/7/94	27,980	3/9/95	6/6/03
Nepal	CACIQUE	25	94/4476	8/15/94	194,620	12/3/98	12/3/08
Nepal	CACIQUE	25	75,576	5/15/95			
Nepal	CACIQUE	25	74,382	2/13/95	74,382	5/24/96	5/24/06
Nepal	CACIQUE	42	13,022	12/7/88	226,382	1/1/89	1/1/09
Nepal	CACIQUE	25, 42		7/29/94	98,227	7/29/94	7/29/04
Nepal	CACIQUE	25		7/13/94	34,891	12/11/95	7/13/04
Nepal	CACIQUE	42		10/3/94	34,892	12/11/95	10/3/04
Nepal	CACIQUE	25, 42	32,459	8/31/94	24,181	8/31/94	8/31/04
Nepal	CACIQUE	3, 14, 18, 25, 42	94,019,046	6/1/94	132,817	9/25/95	6/1/04
Nepal	CACIQUE	25	26,705	10/8/94	341,577	5/29/95	6/19/04
Nepal	CACIQUE	42	28,293	2/1/95	364,25	12/24/95	10/15/04
Nepal	CACIQUE	39	28,281	2/1/95	364,24	12/24/95	10/15/04
Nepal	CACIQUE	42	88-2387	11/26/88	11,060	2/27/90	2/27/10
Nepal	CACIQUE	14	88-26193	11/26/88	191,396	5/11/90	5/10/10
Nepal	CACIQUE	6, 14, 16, 24, 25, 26	88-26194	11/26/88	192,202	5/24/90	5/23/10
Nepal	CACIQUE	3, 8, 14, 21	88-26192	11/26/88	187,401	1/19/90	1/19/10
Nepal	CACIQUE	3, 14, 25, 42	88-10247	11/28/88	257,332	4/22/94	4/22/04
Nepal	CACIQUE	42	(84)065885	12/20/95	86,444	11/16/96	11/15/06
Nepal	CACIQUE	25, 42		8/18/94	9,950	10/20/94	8/18/14

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<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.#</u>	<u>App. Dt</u>	<u>Reg.#</u>	<u>Reg. Dt</u>	<u>Action Dt</u>
United Arab Emirates	CACIQUE	25	8,515	11/16/94	7,225	12/10/96	12/10/01
United Arab Emirates	CACIQUE	42	8,516	11/16/94	7,217	11/16/94	11/16/04
United States	LINGERIE CACIQUE	42	037,059	3/12/90	1,670,608	12/31/91	12/31/01
United States	LINGERIE CACIQUE	16,20	053,982	2/6/96	2,038,657	2/18/97	2/18/03
	CARE ESSENTIALS DESIGN						
Venezuela	LINGERIE CACIQUE	42	21,562-96		037547		
Vietnam	CACIQUE	3, 14, 18, 25, 42	12,933	4/24/93	10,767	1/5/94	4/24/03
Virgin Islands (US)	CACIQUE	3, 7, 16, 20, 21, 24, 25		7/21/94	6,124	8/8/94	11/21/99
Virgin Islands (US)	LINGERIE CACIQUE	42		7/21/94	6,123	8/8/94	12/31/01
West Bank	CACIQUE	25	5,507	8/30/97			8/30/04
West Bank	LINGERIE CACIQUE	35	5,508	8/30/97			8/30/04
Yugoslavia	CACIQUE	3, 14, 25, 39	1223/88	12/23/88	33879/Z/1223/88	12/28/89	12/28/09

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

Lane Bryant
(Lanco)

Exhibit B
to
Trademark Collateral Assignment
and Security Agreement

List of Licenses

Trademark License Agreement dated August 20, 1993 between Brylane and Lane Bryant, Inc., as amended by Amendment No. 1 dated December 9, 1996, as amended by Amendment No. 2 dated February 18, 1998 and as amended by Amendment No. 3 dated July 9, 2001.

Electronic Media Trademark License Agreement dated August 23, 1993 between Brylane and Lane Bryant, Inc.

Consumer Marketing Data Services Agreement dated September 1, 2000 between Alliance Data Systems and Lane Bryant, Inc.

The Credit Card Processing Agreement dated as of January 31, 1996 between World Financial Network National Bank, Lane Bryant, Inc. and Sierra Nevada Factoring, Inc.

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