

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASCENA RETAIL GROUP, INC.		01/03/2011	CORPORATION: DELAWARE
D.B.R., INC.		01/03/2011	CORPORATION: DELAWARE
MAURICES INCORPORATED		01/03/2011	CORPORATION: DELAWARE
TWEEN BRANDS INVESTMENT, LLC		01/03/2011	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	3884212	YVOS
Serial Number:	85110081	ASCENA
Serial Number:	85110093	ASCENA RETAIL GROUP
Serial Number:	85023370	AMAZING FEET
Serial Number:	85164442	CONTROL CENTER
Serial Number:	85059839	CORE PRINCIPLES
Serial Number:	85084520	HELIA
Serial Number:	85013824	LEG UP
Serial Number:	85101167	MIDRIFF MAKEOVER
Serial Number:	85097121	
Serial Number:	85013781	PERFECTLY SCULPTED

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Serial Number:	85013765	SHEER BEAUTY
Serial Number:	85059850	STYLE AID
Serial Number:	85093694	THIGH DEFINITION
Serial Number:	85013847	TIGHT STYLE
Serial Number:	85059831	TOP MANAGEMENT
Serial Number:	85059824	TOP SHAPE
Serial Number:	85175499	DENIM JEANERATOR
Serial Number:	85153928	FOR THE RUNWAY OF LIFE
Serial Number:	85153919	MAIN STREET MODEL SEARCH
Serial Number:	85156118	MAURICES RESCUES & RUNWAYS
Serial Number:	85065292	MAURICES SMALL TOWN CHARM
Serial Number:	85065315	MAURICES SMALL TOWN SOUND
Serial Number:	85153355	RESCUES & RUNWAYS
Serial Number:	85156160	RESCUES & RUNWAYS MAURICES
Serial Number:	85065282	SMALL TOWN CHARM
Serial Number:	85065298	SMALL TOWN SOUND
Serial Number:	85153543	SMALL TOWN TUNES
Serial Number:	85153932	WE'RE HER STYLIST AND THIS IS HER RUNWAY
Serial Number:	85161573	WINSPIRE
Serial Number:	85108155	BROTHERS
Serial Number:	85062287	
Serial Number:	77935864	SHARE SMILES NOT GERMS
Serial Number:	85083112	STAR OF THE SHOW

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36759
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

**TRADEMARK**

**REEL: 004502 FRAME: 0068**

03/21/2011

**Total Attachments: 8**

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**PATENT AND TRADEMARK SECURITY AGREEMENT** dated as of January 3, 2011 (this "Agreement"), among Ascena Retail Group, Inc., a Delaware corporation (the "New Parent" or "Grantor"), the subsidiaries of New Parent listed on the signature pages hereof (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of January 3, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among New Parent, the Borrowing Subsidiaries party thereto (together with New Parent, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Pledge and Security Agreement dated as of January 3, 2011 (as amended, supplemented or otherwise modified from time to time, the "Restated Security Agreement"), among the Borrowers, the other Loan Parties party thereto and JPMCB, as Administrative Agent, for the benefit of the Lender Parties (collectively, 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 Amended and Restated 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 Grantors will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Amended and Restated 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. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Restated Security Agreement. The rules of construction specified in Section 1.03 of the Amended and Restated Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Restated Security Agreement, did and hereby does 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 right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States

Patent and Trademark Office or any similar offices in any other country, (collectively, "Patents") including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of Patents, and the inventions disclosed or claimed in Patents, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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 or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof (collectively, "Trademarks"), including those listed on Schedule II;

(d) all goodwill associated with or symbolized by Trademarks; and

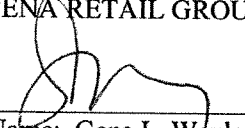
(e) all other assets, rights and interests that uniquely reflect or embody goodwill associated with or symbolized by Trademarks.

SECTION 3. Restated 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 Restated 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 Restated 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 Restated Security Agreement, the terms of the Restated Security Agreement shall govern. This Agreement shall terminate in accordance with the Restated Security Agreement.

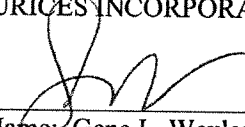
SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

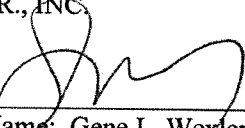
ASCENA RETAIL GROUP, INC.

By   
Name: Gene L. Wexler  
Title: Senior Vice President  
and General Counsel

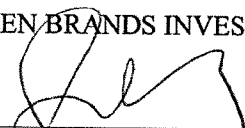
MAURICES INCORPORATED

By   
Name: Gene L. Wexler  
Title: Assistant Secretary

D.B.R., INC.

By   
Name: Gene L. Wexler  
Title: Assistant Secretary

TWEEN BRANDS INVESTMENT, LLC

By   
Name: Gene L. Wexler  
Title: President and Secretary

[Signature Page to Patent and Trademark Agreement]

**TRADEMARK**  
**REEL: 004502 FRAME: 0073**

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

by

Donna M. DiForio

Name:

Title:

Donna M. DiForio  
Vice President

[Signature Page to Patent and Trademark Agreement]

TRADEMARK  
REEL: 004502 FRAME: 0074



SCHEDULE I

Patents

None.

Patent Applications

None.

[[3256647]]

SCHEDULE II

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Serial Number</u>	<u>Status/ Expiration</u>
Ascena	Ascena Retail Group, Inc.	85-110081	Pending
Ascena Retail Group	Ascena Retail Group, Inc.	85-110093	Pending
Amazing Feet	D.B.R., Inc.	85-023370	Allowed
Control Center	D.B.R., Inc.	85-164442	Pending
Core Principles	D.B.R., Inc.	85-059839	Allowed
Helia	D.B.R., Inc.	85-084520	Pending
Leg Up	D.B.R., Inc.	85-013824	Published
Midriff Makeover	D.B.R., Inc.	85-101167	Pending
Miscellaneous Design	D.B.R., Inc.	85-097121	Pending
Perfectly Sculpted	D.B.R., Inc.	85-013781	Allowed
Sheer Beauty	D.B.R., Inc.	85-013765	Allowed
Style Aid	D.B.R., Inc.	85-059850	Allowed
Thigh Definition	D.B.R., Inc.	85-093694	Pending
Tight Style	D.B.R., Inc.	85-013847	Pending
Top Management	D.B.R., Inc.	85-059831	Allowed
Top Shape	D.B.R., Inc.	85-059824	Allowed
YVOS	D.B.R., Inc.	3,884,212	Registered
Dress Barn (Brazil)	D.B.R., Inc.	829352295	Pending
Dress Barn (Brazil)	D.B.R., Inc.	829352309	Pending
Denim Jeanerator	Maurices Incorporated	85-175499	Pending
For the Runway of Life	Maurices Incorporated	85-153928	Pending
Main Street Model Search	Maurices Incorporated	85-153919	Pending
Maurices Rescues & Runways and Design	Maurices Incorporated	85-156118	Pending
Maurices Small Town Charm	Maurices Incorporated	85-065292	Pending
Maurices Small Town Sound	Maurices Incorporated	85-065315	Pending
Rescues & Runways	Maurices Incorporated	85-153355	Pending
Rescues & Runways Maurices and Design	Maurices Incorporated	85-156160	Pending
Small Town Charm	Maurices Incorporated	85-065282	Pending
Small Town Sound	Maurices Incorporated	85-065298	Pending
Small Town Tunes	Maurices Incorporated	85-153543	Pending
We're Her Stylist and this is Her Runway	Maurices Incorporated	85-153932	Pending
Winspire	Maurices Incorporated	85-161573	Pending
BROTHERS	Tween Brands Investment, LLC	85-108155	Pending
Horse Design	Tween Brands Investment, LLC	85-062287	Pending
SHARE SMILES NOT GERMS	Tween Brands Investment, LLC	77-935864	Allowed
STAR OF THE SHOW	Tween Brands Investment, LLC	85-083112	Pending

<u>Country</u>	<u>Mark</u>	<u>App. No. Filing Date</u>	<u>Regn No Regn Date</u>	<u>Status Next Renewal</u>
Australia	JUSTICE	1352829 3/25/2010	A.1352829 11/1/2010	Registered 3/25/2020
Australia	JUSTICE and Design	1352831 3/25/2010		Pending
Brazil	DRESS BARN	June 8, 2010 (Published)	829352295	Pending
Brazil	DRESS BARN	September 16, 2008 (Published)	829352309	Pending

<u>Country</u>	<u>Mark</u>	<u>App. No. Filing Date</u>	<u>Regn No Regn Date</u>	<u>Status Next Renewal</u>
New Zealand	Heart Design	821630 3/26/2010	821630 9/30/2010	Registered 3/26/2020
New Zealand	JUSTICE	821629 3/26/2010		Pending