

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(les)/Execution Date(s):

Lane Bryant Purchasing Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) July 14, 2011

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(les)

Additional names, addresses, or citizenship attached? Yes

Name: Wells Fargo Bank, National Association, as Agent,

successor by merger to Wachovia Bank, National Association, as

Agent

Internal Address: _____

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship

Other Nat'l Assoc Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

55

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,390 -

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5283

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Mercedes Farinas
Signature
Mercedes Farinas

9/7/11
Date

Total number of pages including cover sheet, attachments, and document. **8**

EXHIBIT A
TO
AMENDMENT NO. 3 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Application #s	Application Date	Registration #	Registration Date
85186481	11/29/2010	4007657	8/2/2011
75787195	8/27/1999	2431017	2/27/2001
76473306	12/9/2002	2835285	4/20/2004
76515693	5/20/2003	2839854	5/11/2004
77714271	4/15/2009	3800772	6/8/2010
77714245	4/15/2009	3800771	6/8/2010
77755219	6/9/2009	3736616	1/12/2010
77755404	6/9/2009	3734190	1/5/2010
77756137	6/10/2009	3822999	6/20/2010
77756960	6/11/2009	3742103	1/26/2010
77801464	8/11/2009		
77866851	11/6/2009		
77908121	1/8/2010		
77981365	2/24/2010	3945993	4/12/2011
77960155	3/16/2010	3896692	6/28/2011
77964836	3/22/2010	3990901	6/5/2011
85010381	4/9/2010	3864582	10/19/2010
85010288	4/9/2010	3864581	10/19/2010
85073544	6/29/2010	3959811	5/10/2011
85162031	10/27/2010	3984999	6/28/2011
85162655	10/27/2010		
85162741	10/27/2010		
85162822	10/27/2010		
85162857	10/27/2010		
85163697	10/28/2010		
85163754	10/28/2010		
85163788	10/28/2010		
85186560	11/29/2010	4007661	8/2/2011
85186544	11/29/2010		
85186532	11/29/2010	4007660	8/2/2011
85186519	11/29/2010	4007659	8/2/2011
85186508	11/29/2010	4007658	8/2/2011
85186481	11/29/2010	4007657	8/2/2011

Trademark Application #s	Application Date	Registration #	Registration Date
85190457	12/3/2010		
85190472	12/3/2010	4007664	8/2/2011
85214718	1/11/2011		
85214747	1/11/2011		
85261824	3/9/2011		
85263854	3/10/2011		
85268098	3/16/2011		
85268232	3/16/2011		
85268174	3/16/2011		
85268164	3/16/2011		
85268151	3/16/2011		
85268135	3/16/2011		
85268121	3/16/2011		
85349854	6/18/2011		
85349856	6/18/2011		
85349888	6/18/2011		
85349892	6/18/2011		
85349898	6/18/2011		
85349899	6/18/2011		
85073544	6/29/2010	3959811	5/10/2011
85391442	8/6/2011		
85391390	8/6/2011		

TO: SUSAN O'BRIEN COMPANY: UCC DIRECT SERVICES

09/15/2011
700471478

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 06/04)
Case Collection 0651-0027 (ver. 6. 8/20/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____
Citizenship (see guidelines) Delaware
Execution Date(s) July 14, 2011
Additional names of conveying parties attached? Yes No

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Additional names, addresses, or citizenship attached? No
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successor by merger to Wachovia Bank, National Association, as
Agent
Internal Address: _____
Street Address: One Boston Place, 18th Floor
City: Boston
State: MA
Country: USA Zip: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment No. 3 to Trademark Security Agreement,
as amended by Amendment No. 2, at Reel/Frame 3946/0489
dated 3/4/09, as amended by Amendment No. 1, at Reel/Frame
3695/0812 on 11/21/07.

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Not Assoc Citizenship USA
If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

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B. Trademark Registration No.(s) See Exhibit A Attached
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5. Name address of party to whom correspondence concerning document should be mailed:
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State: NY Zip: 12205
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Fax Number: 800-362-7048
Email Address: cle-ud@albany@wellsfargo.com

6. Total number of applications and registrations involved: 59
7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$ 1,398 -
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 5613
Expiration Date 10/12
b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: *Mercedes Farinas*
Signature
Mercedes Farinas

9/7/11
Date
Total number of pages including cover sheet, attachments, and document.

TCP \$1340.00 77801464

**AMENDMENT NO. 3 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 3 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 14th day of July, 2011, by and between LANE BRYANT PURCHASING CORP., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Wachovia Bank, National Association, a national banking association, as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the other Secured Parties (as hereinafter defined). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated October 11, 2006 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 23, 2007 at Reel/Frame 003487/0340, as amended by Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, dated September 1, 2007 and recorded by the Assignment and Services Division of the U.S. Patent and Trademark Office on November 21, 2007 at Reel/Frame 003665/0812 and Amendment No. 2 to Trademark Collateral Assignment and Security Agreement, dated December 31, 2008 and recorded by the Assignment and Services Division of the U.S. Patent and Trademark Office on March 4, 2009 at Reel/Frame 003946/0499 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

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

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) Each reference to the phrase "Secured Party, for the benefit of Lenders" in Sections 1, 2, 3(g) and 5(a) of the Trademark Security Agreement is hereby amended by deleting such phrase in its entirety and replacing it with "Secured Party, for the benefit of itself and the other Secured Parties".

(e) As used in the Trademark Security Agreement, as amended hereby, the term "other Secured Parties" shall mean, collectively, the following (together with their respective successors and assigns): (i) Lenders, (ii) Issuing Banks (as defined in the Loan Agreement) and (iii) any Bank Product Provider (as defined in the Loan Agreement), to the extent of the Obligations owing to such Bank Product Provider.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, for the benefit of itself and the other Secured Parties, and hereby grants to Secured Party, for the benefit of itself and the other Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks 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 Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional 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 Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional 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 Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

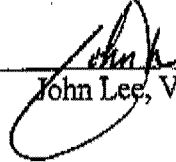
4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANE BRYANT PURCHASING CORP.

By:  _____
John Lee, Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____
Name:
Title:

Signature Page to Amendment No. 3 to Trademark Collateral Assignment and Security Agreement - Lane Bryant Purchasing Corp.

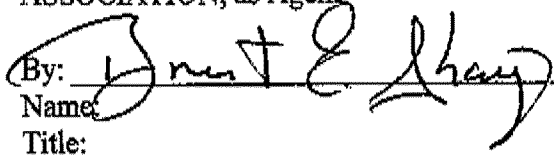
EXHIBIT A

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

LANE BRYANT PURCHASING CORPORATION

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name:
Title:

Signature Page to Amendment No. 3 to Trademark Collateral Assignment and
Security Agreement - Lane Bryant Purchasing Corp.

EXHIBIT B
TO
AMENDMENT NO. 3 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

NONE