

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBD, Inc.		10/11/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2088576	PRISCILLA OF BOSTON
Registration Number:	2019676	MONIQUE LUO
Registration Number:	1675198	CURRIE-BONNER
Registration Number:	3017372	DAVID'S BRIDAL
Registration Number:	2817374	DAVID'S BRIDAL
Registration Number:	2708959	DAVID'S BRIDAL MAKE A MATCH
Registration Number:	1836883	ENZIO
Registration Number:	1912612	MICHAELANGELO
Registration Number:	1831413	ST. TROPEZ
Registration Number:	1987087	PRISCILLA
Registration Number:	1984078	PRISCILLA
Registration Number:	1987088	PRISCILLA OF BOSTON
Registration Number:	1937208	GALINA
Registration Number:	3325671	SARA MADISON

CH \$965.00 2088576

Registration Number:	3337325	PRISCILLA
Registration Number:	3282912	PLATINUM FOR PRISCILLA OF BOSTON
Registration Number:	3358442	MELISSA SWEET
Registration Number:	3441766	VINEYARD COLLECTION
Registration Number:	3484773	DAVIDSBRIDAL.COM
Registration Number:	3483957	DAVID'S BRIDAL WEDDING
Registration Number:	3517983	REVERIE BY MELISSA SWEET
Registration Number:	3522745	DRESS YOUR WEDDING
Registration Number:	3661582	PROMTOURAGE
Registration Number:	3843888	SABEL STUDIOS
Registration Number:	3922357	PRISCILLA OF BOSTON CLASSICS
Registration Number:	3950296	TIMELESS IMAGES AT DAVID'S BRIDAL
Registration Number:	3959770	TIMELESS IMAGES
Registration Number:	3933173	PLATINUM
Registration Number:	4059223	DB STUDIO
Registration Number:	4070237	MEMORIES BY DAVID'S BRIDAL
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
Serial Number:	85689569	DAVID'S BRIDAL LUXE
Serial Number:	85689571	MY EVENT
Serial Number:	85701795	PROM'D
Serial Number:	85701818	PROM'D

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Kevin Bensley, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 15555-1388

NAME OF SUBMITTER: Kevin Bensley

TRADEMARK

/Kevin Bensley/

Date:

10/15/2012

Total Attachments: 7

source=Term Loan Notice Grant Sec Int TM DBD#page1.tif

source=Term Loan Notice Grant Sec Int TM DBD#page2.tif

source=Term Loan Notice Grant Sec Int TM DBD#page3.tif

source=Term Loan Notice Grant Sec Int TM DBD#page4.tif

source=Term Loan Notice Grant Sec Int TM DBD#page5.tif

source=Term Loan Notice Grant Sec Int TM DBD#page6.tif

source=Term Loan Notice Grant Sec Int TM DBD#page7.tif

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 11, 2012, made by DBD, Inc., a Delaware corporation with principal offices at 1001 Washington Street, Conshohocken, PA 19428 (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among DBP Holding Corp. (as successor by merger to CDR DB SUB, INC., in such capacity, the "Parent Borrower") and David's Bridal, Inc. (as successor by merger to CDR DB SUB II, INC., in such capacity and together with the Parent Borrower, the "Borrowers"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Term Loan Collateral Agreement");

WHEREAS, pursuant to the Term Loan Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrowers under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Term Loan Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Term Loan Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Term Loan Collateral Agreement. To the extent that there is any conflict between this Agreement and the Term Loan Collateral Agreement, the Term Loan Collateral Agreement shall control in all respects. The Term Loan Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Term Loan Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO RELATED TO TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE UNITED STATES, AND ALL OTHER MATTERS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DBD, INC.

By: *Gary Walker*
Name: Gary Walker
Title: Assistant Secretary

[SIGNATURE PAGE TO TERM LOAN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 004881 FRAME: 0359

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A., as
Administrative Agent and Collateral Agent

By: *Maria A. McClain*
Name: *Maria A. McClain*
Title: *Vice President*

SCHEDULE I

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
Priscilla of Boston	DBD, Inc.	74/699,052	07/10/95	2,088,576	08/19/97
Monique Luo	DBD, Inc.	74/581,002	10/03/94	2,019,676	11/26/96
Currie-Bonner	DBD, Inc.	74/143,271	02/28/91	1,675,198	02/11/92
David's Bridal	DBD, Inc.	78/374,628	02/26/04	3,017,372	11/22/05
David's Bridal	DBD, Inc.	78/226,241	03/17/03	2,817,374	02/24/04
David's Bridal Make a Match	DBD, Inc.	76/387,170	03/25/02	2,708,959	04/22/03
Enzio	DBD, Inc.	74/411,581	07/12/93	1,836,883	05/17/94
Michaelangelo (Stylized)	DBD, Inc.	74/502,481	03/21/94	1,912,612	08/15/95
St. Tropez	DBD, Inc.	74/410,676	07/09/93	1,831,413	04/19/94
Priscilla	DBD, Inc.	74/699,027	07/10/95	1,987,087	07/16/96
Priscilla	DBD, Inc.	74/699,056	07/10/95	1,984,078	07/02/96
Priscilla of Boston	DBD, Inc.	74/699,053	07/10/95	1,987,088	07/16/96
Galina	DBD, Inc.	74/609,139	12/09/94	1,937,208	11/21/95
Sara Madison	DBD, Inc.	78/409,916	04/28/04	3,325,671	10/30/07
Priscilla	DBD, Inc.	78/914,047	06/22/06	3,337,325	11/13/07
Platinum for Priscilla of Boston	DBD, Inc.	78/878,008	05/05/06	3,282,912	08/21/07
Melissa Sweet	DBD, Inc.	77/016,636	10/09/06	3,358,442	12/25/07

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
Vineyard Collection	DBD, Inc.	77/124,376	03/07/07	3,441,766	06/03/08
DavidsBridal.com	DBD, Inc.	77/386,407	02/01/08	3,484,773	08/12/08
David's Bridal Wedding	DBD, Inc.	77/337,650	11/27/07	3,483,957	08/12/08
Reverie by Melissa Sweet	DBD, Inc.	77/362,873	01/02/08	3,517,983	10/14/08
Dress Your Wedding	DBD, Inc.	78/974,131	09/14/06	3,522,745	10/21/08
Promptourage	DBD, Inc.	77/336,434	11/26/07	3,661,582	07/28/09
Sabel Studios	DBD, Inc.	77/794,455	07/31/09	3,843,888	09/07/10
Priscilla of Boston Classics	DBD, Inc.	85/007,300	04/06/10	3,922,357	02/22/11
Timeless Images at David's Bridal	DBD, Inc.	85/073,269	06/28/10	3,950,296	04/26/11
Timeless Images	DBD, Inc.	85/063,061	06/15/10	3,959,770	05/10/11
Platinum	DBD, Inc.	77/262,053	08/22/07	3,933,173	03/22/11
DB Studio	DBD, Inc.	85/257,942	03/04/11	4,059,223	11/22/11
Memories by David's Bridal	DBD, Inc.	85/303,316	04/25/11	4,070,237	12/13/11
jewel BY PRISCILLA OF BOSTON	DBD, Inc.	77/649,379	01/14/09	4,081,630	01/10/12
Galina Signatue	DBD, Inc.	85/451,956	10/20/11	4,150,222	05/29/12
Photography by David's Bridal	DBD, Inc.	85/437,699	10/03/11	4,153,523	06/05/12
DBBridal Color	DBD, Inc.	77/433648	03/27/08	3,737,638	01/12/10
DAVID'S BRIDAL LUXE	DBD, Inc.	85/689,569	07/29/12	N/A	N/A
MY EVENT (and design)	DBD, Inc.	85/689,571	07/29/12	N/A	N/A

Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
PROM'D (stylized)	DBD, Inc.	85/701,795	08/13/12	N/A	N/A
PROM'D	DBD, Inc.	85/701,818	08/13/12	N/A	N/A