

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Agent Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Annco, Inc.		03/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	5311531	ANN TAYLOR	
Registration Number:	3907931	ANN TAYLOR	
Registration Number:	4564791	ANN TAYLOR	
Registration Number:	4116293	ANN TAYLOR	
Registration Number:	1782601	ANN TAYLOR	
Registration Number:	3078842	ANN TAYLOR	
Registration Number:	1789470	ANN TAYLOR	
Registration Number:	3876692	ANN TAYLOR	
Registration Number:	3690357	ANN TAYLOR	
Registration Number:	1444585	ANN TAYLOR	
Registration Number:	4198062	ANN TAYLOR	
Registration Number:	3090418	ANN TAYLOR	
Registration Number:	5151458	ANN TAYLOR	
Registration Number:	3202185	ANN TAYLOR LOFT	
Registration Number:	3852568	ANN TAYLOR LOFT	
Registration Number:	4097234	ANN TAYLOR LOFT	
Registration Number:	2825310	ANN TAYLOR LOFT	
Registration Number:	3078844	ANN TAYLOR LOFT	
Registration Number:	2704411	ANN TAYLOR LOFT	

OP \$1715.00 5311531

Property Type	Number	Word Mark
Registration Number:	1881093	ANNTAYLOR.
Registration Number:	2334051	ANNTAYLOR. LOFT
Registration Number:	2061836	ANNTAYLOR. LOFT
Registration Number:	3907930	LOFT
Registration Number:	3359615	LOFT
Registration Number:	3700020	LOFT
Registration Number:	3488664	LOFT
Registration Number:	3434715	LOFT
Registration Number:	4097233	LOFT
Registration Number:	4201711	LOFT
Registration Number:	3703017	LOFT
Registration Number:	5360223	LOFT
Serial Number:	87938999	LOFT
Serial Number:	88754614	INFINITELY LOFT
Registration Number:	5675975	LOFT NEXT DOOR
Registration Number:	3350308	LOFT PETITES
Registration Number:	3268087	LOFTBEACH
Registration Number:	4227493	LOVE LOFT
Registration Number:	4046569	LOVELOFT REWARDS
Registration Number:	3848118	ANN
Registration Number:	4202497	ANN INC.
Serial Number:	88221783	AT
Serial Number:	88147706	AT
Registration Number:	4954799	LIVE LOVE LOFT
Registration Number:	3699420	LOFT CARES
Registration Number:	4598040	LOFT LIVE IN PINK
Registration Number:	4122560	LOFT LOVE LIST
Registration Number:	3697910	LOFT LOVES TEACHERS
Registration Number:	5329930	RESPONSIBLY ANN
Registration Number:	4032602	RESPONSIBLY, ANN
Registration Number:	3020741	ANN
Serial Number:	88630829	SIGNATURE SOFTBLEND
Serial Number:	88359608	ALL REWARDS
Registration Number:	5872985	ALL THE FEELS
Registration Number:	5757713	SIGNATURESOFT
Serial Number:	88078124	SOFTSERVE
Serial Number:	88044523	STYLE CLOSET
Serial Number:	87960999	GIRLS TALK REAL

Property Type	Number	Word Mark
Registration Number:	5560894	SO. CRAZY. COZY.
Registration Number:	5560897	SO. CRAZY. SOFT.
Registration Number:	5569238	INFINITE STYLE
Registration Number:	5381994	HERLEAD
Registration Number:	4984478	DEVIN
Registration Number:	4787106	
Registration Number:	5428616	
Registration Number:	5438458	LOU & GREY
Registration Number:	4591599	LOU & GREY
Registration Number:	4809010	
Registration Number:	4598020	POWER PIECES

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1199732
NAME OF SUBMITTER:	Annette Vera
SIGNATURE:	/Annette Vera/
DATE SIGNED:	03/17/2020

Total Attachments: 7

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ABL AGENT TRADEMARK LICENSE AGREEMENT dated as of March 15, 2020, among ANNTAYLOR LOFT BORROWER LUX SCS, a common limited partnership (*société en commandite simple*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B242419 and having its registered office at 14, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg (the "Licensor"), ANNCO, INC., a Delaware corporation (the "Sub-Licensor"), and JPMORGAN CHASE BANK, N.A. ("JPMorgan"), in its capacity as the Administrative Agent.

WHEREAS, reference is made to the Credit Agreement dated as of November 25, 2009, among The Dress Barn, Inc., a Connecticut corporation ("Dress Barn"), the borrowing subsidiaries party thereto, the other loan parties party thereto, the lenders party thereto and JPMorgan, as administrative agent, which was amended and restated by the Amended and Restated Credit Agreement dated as of January 3, 2011 (as subsequently further amended and restated as of June 14, 2012, March 13, 2013, August 21, 2015 and February 27, 2018, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among Ascena Retail Group, Inc., a Delaware corporation (the "Company"), the borrowing subsidiaries party thereto, the other loan parties (including the Sub-Licensor) party thereto, the lenders party thereto and JPMorgan, as administrative agent.

WHEREAS, reference is also made to (a) the Pledge and Security Agreement dated as of November 25, 2009, as supplemented by the joinder agreements entered pursuant thereto (the "Original ABL Pledge and Security Agreement"), by and among Dress Barn, the other grantors party thereto and JPMorgan, as administrative agent, (b) the Amended and Restated Pledge and Security Agreement dated as of January 3, 2011, as supplemented by the joinder agreements entered pursuant thereto, by and among the Company, the other grantors party thereto and JPMorgan, as administrative agent, which amended and restated the Original ABL Pledge and Security Agreement (as so amended and restated, the "First Restated ABL Pledge and Security Agreement"), and (c) the Amended and Restated Pledge and Security Agreement dated as of August 21, 2015, as supplemented by the joinder agreements entered pursuant thereto (as so supplemented, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "ABL Pledge and Security Agreement"), by and among the Company, the other grantors party thereto and JPMorgan, as administrative agent, which amended and restated the First Restated ABL Pledge and Security Agreement.

WHEREAS, pursuant to, and on the terms set forth in, the ABL Pledge and Security Agreement, the Grantors (including the Sub-Licensor) granted to the Administrative Agent, on behalf of and for the benefit of the Lender Parties, a security interest in all of the Grantors' rights, title and interest in, to and under the Intellectual Property, and, subject to Section 5.3 of the ABL Pledge and Security Agreement, granted to the Administrative Agent a license to use any Intellectual Property.

WHEREAS, reference is further made to (a) the Trademark Assignment and Contribution Agreement dated as of February 6, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Intercompany Trademark Assignment and Contribution Agreement"), by and between the Sub-Licensor and the Licensor, pursuant to which the Sub-Licensor sold, transferred, conveyed and assigned to the Licensor all ownership in and to the Licensed Marks (as defined below), (b) the Trademark Assignment Agreement for Recordation dated as of February 6, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Intercompany Trademark Assignment Recordation Agreement"), by the Sub-Licensor in favor of the Licensor, and (c) the Trademark License Agreement dated as of February 6, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Intercompany Trademark License Agreement"), by and between the Licensor and the Sub-Licensor, pursuant to which the Licensor

granted to the Sub-Licensors a license to use the Assigned Marks (as defined in the Intercompany Trademark Assignment and Contribution Agreement as in effect on the date hereof) (the "Licensed Marks").

WHEREAS, each of the Licensor and the Sub-Licensors are Subsidiaries of the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the ABL Credit Agreement or the ABL Pledge and Security Agreement, as applicable.

SECTION 2. License Grant. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under Article V of the ABL Pledge and Security Agreement and under the other Loan Documents at such time as the Administrative Agent is lawfully entitled to exercise such rights and remedies, each of the Licensor and the Sub-Licensors hereby grants to the Administrative Agent (including any Person that is a successor Administrative Agent), for its benefit and the benefit of the other Lender Parties, an irrevocable, nonexclusive, perpetual license (exercisable without payment of royalty or other compensation to the Licensor or the Sub-Licensors) to use, license or sublicense the Licensed Marks, until the termination of the ABL Pledge and Security Agreement in accordance with Section 8.14 thereof.

SECTION 3. ABL Pledge and Security Agreement. The license granted to the Administrative Agent under or pursuant to this Agreement is granted in furtherance, and not in limitation of, the licenses and other rights granted to the Administrative Agent in the Intellectual Property under or pursuant to the ABL Pledge and Security Agreement and the other Collateral Documents. In furtherance of the foregoing, (a) the Sub-Licensors hereby affirms and confirms its grant of the license under Section 5.3 of the ABL Pledge and Security Agreement in accordance with the terms thereof and (b) the Licensor hereby acknowledges and agrees that, notwithstanding anything to the contrary in the Intercompany Trademark Assignment and Contribution Agreement, the Intercompany Trademark Assignment Recordation Agreement, the Intercompany Trademark License Agreement or any other agreement between the Licensor and the Sub-Licensors, the rights, title and interest of the Licensor in, to and under any Licensed Marks or any other Intellectual Property are subject to the licenses granted to the Administrative Agent under or pursuant to this Agreement and Section 5.3 of the ABL Pledge and Security Agreement, in each case, in accordance with the terms thereof and subject to the limitations contemplated thereby. In furtherance of the foregoing, the parties hereto acknowledge that this Agreement does not create a Lien on the Licensed Marks that secures the Obligations under the ABL Credit Agreement and other Loan Documents; provided that, the Licensor and the Sub-Licensors also acknowledge and agree that the licenses granted to the Administrative Agent hereunder are valid in accordance with the terms of this Agreement.

SECTION 4. Authorization to Record. Each of the Licensor and the Sub-Licensors hereby authorizes the Administrative Agent to record this Agreement with the United States Patent and Trademark Office.

SECTION 5. Rights in Bankruptcy. The license granted under or pursuant to this Agreement and Section 5.3 of the ABL Pledge and Security Agreement is intended to be, and shall be deemed to be, a license subject to the protections of Section 365(n) of the U.S. Bankruptcy Code (the "Bankruptcy Code") or analogous provisions of applicable law outside of the United States (notwithstanding anything to the contrary in the definition of "intellectual property" as defined in Section 101(35A) of the Bankruptcy Code or analogous provisions of applicable law outside of the United

States). Each of the Licensor and the Sub-Licensor agrees that the Administrative Agent, as licensee of such rights under this Agreement and the ABL Pledge and Security Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code or any other provisions of applicable law outside of the United States that provide similar protection (it being acknowledged that no royalty payments are required under the terms of this Agreement, the ABL Pledge and Security Agreement or any other Collateral Document for the exercise of such rights or otherwise).

SECTION 6. No Conflict. In the event of any conflict between the terms of this Agreement and the Intercompany Trademark Assignment and Contribution Agreement, the Intercompany Trademark Assignment Recordation Agreement, the Intercompany Trademark License Agreement or any other agreement between the Licensor, the Sub-Licensor or any of their Affiliates, the terms of this Agreement shall govern. In furtherance of the foregoing, nothing herein shall constitute a breach of or a default under the Intercompany Trademark Assignment and Contribution Agreement, the Intercompany Trademark Assignment Recordation Agreement, the Intercompany Trademark License Agreement or any such other agreement.

SECTION 7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, each of which must agree in writing to be bound by this Agreement. Any assignment, delegation or pledge in violation of this provision will be null and void and without force or effect.

SECTION 8. Notices. All communications and notices hereunder shall be in writing and given in the manner provided in Section 9.01 of the ABL Credit Agreement. All communications and notices hereunder to the Licensor or the Sub-Licensor shall be given to it in care of the Company in the manner provided in Section 9.01 of the ABL Credit Agreement.

SECTION 9. Waivers and Amendments. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Licensor. This Agreement shall be a "Loan Document" for all purposes of the ABL Credit Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the generality of the foregoing, each party hereto hereby (a) agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto or to the ABL Credit Agreement, electronic images of this Agreement (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (b) waives any argument, defense or right to contest the validity or enforceability of this Agreement based solely on the lack of paper original copies of this Agreement, including with respect to any signature pages thereto.

SECTION 11. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 12. Incorporation by Reference; Process Agent; Waiver of Immunity. (a) The provisions of Sections 9.09(b), 9.09(c), 9.09(d) and 9.10 of the ABL Credit Agreement are hereby incorporated by reference, mutatis mutandis, as if set forth in full herein and as if each reference therein to a Loan Party included the Licensor.

(b) The Licensor hereby irrevocably designates, appoints and empowers the Sub-Licensor, and the Sub-Licensor hereby accepts such appointment, as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding arising out of or relating to this Agreement. Such service may be made by mailing or delivering a copy of such process to the Licensor in care of the Sub-Licensor in the manner provided for the giving notices under Section 8, and the Licensor hereby irrevocably authorizes and directs the Sub-Licensor to accept such service on its behalf.

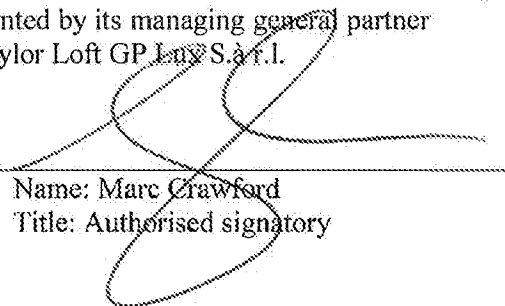
(c) In the event the Licensor or any of its assets has or hereafter acquires, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement, any immunity from jurisdiction, legal proceedings, attachment (whether before or after judgment), execution, judgment or setoff, the Licensor hereby irrevocably agrees not to claim and hereby irrevocably and unconditionally waives such immunity.

[Signature Page Follows]

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

ANNTAYLOR LOFT BORROWER LUX SCS,
represented by its managing general partner
AnnTaylor Loft GP LUX S.à r.l.

by



Name: Marc Crawford
Title: Authorised signatory

ANNCO, INC.,

by



Name: Dan Lamadrid

Title: Executive Vice President and
Assistant Treasurer

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

ANNTAYLOR LOFT BORROWER LUX SCS,

by

Name:
Title:

ANNCO, INC.,

by

Name:
Title:

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

by



Name: Donna DiForio
Title: Authorized Officer