

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627518

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Termination and Release of Patent and Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900587919

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		12/23/2020	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ASCENA RETAIL GROUP, INC.
Street Address:	933 Macarthur Boulevard
City:	Mahwah
State/Country:	NEW JERSEY
Postal Code:	07430
Entity Type:	Corporation: DELAWARE
Name:	D.B.R., INC.
Street Address:	30 Dunnigan Drive
City:	Suffern
State/Country:	NEW YORK
Postal Code:	10901
Entity Type:	Corporation: DELAWARE
Name:	MAURICES INCORPORATED
Street Address:	105 W. Superior Street
City:	Duluth
State/Country:	MINNESOTA
Postal Code:	55802
Entity Type:	Corporation: DELAWARE
Name:	TWEEN BRANDS INVESTMENT, LLC
Street Address:	8323 WALTON PARKWAY
City:	New Albany
State/Country:	OHIO
Postal Code:	43054
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
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
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
Registration Number:	3884212	YVOS
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: 6173417701

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.

TRADEMARK

REEL: 007199 FRAME: 0851

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/22/2021

Total Attachments: 7
source=Ascena - Patent and Trademark Release (1.3.11)#page1.tif
source=Ascena - Patent and Trademark Release (1.3.11)#page2.tif
source=Ascena - Patent and Trademark Release (1.3.11)#page3.tif
source=Ascena - Patent and Trademark Release (1.3.11)#page4.tif
source=Ascena - Patent and Trademark Release (1.3.11)#page5.tif
source=Ascena - Patent and Trademark Release (1.3.11)#page6.tif
source=Ascena - Patent and Trademark Release (1.3.11)#page7.tif

**TERMINATION AND RELEASE OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Patent and Trademark Security Agreement (this "Patent and Trademark Release") is made as of December 23, 2020, by **JPMORGAN CHASE BANK, N.A.** in its capacity as administrative agent (the "Administrative Agent"), for the Lenders and the other Secured Parties (as defined in the Patent and Trademark Security Agreement referred to below) and the Borrowers listed on Schedule A attached hereto, (each a "Grantor" and collectively, the "Grantors").

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement, dated as of January 3, 2011, by and among the Grantors and the Administrative Agent (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date thereof, the "Patent and Trademark Security Agreement"; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Patent and Trademark Security Agreement), each of the Grantors unconditionally granted, assigned, and pledged to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties) a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the Patent and Trademark Collateral;

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 21, 2011 at Reel 004502, Frame 0067 for the Trademark Collateral listed on Schedule II attached hereto; and

WHEREAS, the Grantors have requested that the Administrative Agent execute this Patent and Trademark Release in order to terminate and release the Administrative Agent's Security Interest in the Patent and Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the Patent and Trademark Security Agreement and hereby terminates, cancels and releases the Security Interest and all other liens and security interests that it has in, to and under the Patent and Trademark Collateral, including, without limitation, (a) those Patent registrations and applications referred to on Schedule I attached hereto and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and (b) all Trademark registrations and applications referred to on Schedule II attached hereto and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such goodwill and all renewals of the foregoing.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Patent and Trademark Release.

3. Further Assurances. The Administrative Agent agrees to take all further actions and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Patent and Trademark Release, at Grantors' sole cost and expense, and without representation or warranty by the Administrative Agent.


4. Governing Law. This Patent and Trademark Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

This Patent and Trademark Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Patent and Trademark Release to be duly executed as of the date first written above.

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

By: 
Name: Anthony Galca
Title: Executive Director

[Signatures Page to Termination and Release of Grant of Security Interest in Patents and Trademarks]

SCHEDULE A

ASCENA RETAIL GROUP, INC.

D.B.R., INC.

MAURICES INCORPORATED

TWEEN BRANDS INVESTMENT, LLC

SCHEDULE I

Patents

None.

Patent Applications

None.

SCHEDULE II

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Owner	Registration/ Serial Number	Status/ Expiration
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 Jeenerator	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

Country	Mark	App. No. Filing Date	Regn No Regn Date	Status Next Renewal
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