

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action to be taken you should immediately consult your commercial bank, broker, dealer, trust company or other nominee.

LETTER OF TRANSMITTAL

RELATING TO JOINT PREPACKAGED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (AS AMENDED, SUPPLEMENTED AND MODIFIED, THE “PLAN”) OF DAVID’S BRIDAL, INC., ET AL. (CASE NO. 18-12635)

**Certain Consideration in respect of Unsecured Notes Claims relating to
the 7.75% Senior Notes due 2020
(CUSIP No. U24000 AA6 / 23306B AA6 / ISIN USU 24000 AA68 / US23306B AA61)**

and

Issuance of Equity Interests and Warrants in DB Investors, Inc. (“HoldCo”)

The Effective Date of the Plan is expected to occur on or about January 18, 2019, (such date, the “**Effective Date**”). To receive the applicable HoldCo Equity and Warrants, holders of Allowed Unsecured Notes Claims (the “**Noteholders**”) must provide the information pursuant to the procedures listed herein.

Delivery to:

Donlin, Recano & Company, Inc.

Claims Agent

*By Regular, Registered or Certified Mail:
Hand or Overnight Delivery:*
**Donlin, Recano & Company, Inc.
Re: David’s Bridal, Inc.
Attn: Voting Department
6201 15th Ave
Brooklyn, NY 11219**

By First Class Mail:
**Donlin, Recano & Company, Inc.
Re: David’s Bridal, Inc.
Attn: Voting Department
PO Box 192016 Blythebourne Station
Brooklyn, NY 11219**

By Electronic Mail (preferred method):
DBDistribution@DonlinRecano.com

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OR TRANSMISSION HEREOF OTHER THAN AS SET FORTH ABOVE OR IN ACCORDANCE WITH THE INSTRUCTIONS HEREIN, WILL NOT CONSTITUTE VALID DELIVERY. YOU SHOULD READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

This Letter of Transmittal is organized in two parts. The first part, titled AST Information for Distribution of the Holdco Equity and the Warrants, sets forth the information necessary to establish an account with American Stock Transfer & Trust Company, LLC (“AST” or the “**Transfer Agent**”) for receipt of the HoldCo Equity and the Warrants (each as defined below) that Noteholders are entitled to receive under the Plan. The next part, titled Instructions Forming Part of the Terms and Conditions, sets forth certain terms and conditions for receipt of the HoldCo Equity and the Warrants that Noteholders are entitled to receive under the Plan.

Failure to complete this Letter of Transmittal in a timely manner will result in delays in your receipt of consideration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Plan.

THIS LETTER OF TRANSMITTAL MUST BE COMPLETED AND RETURNED BY NO LATER THAN JULY 17, 2019. IN THE EVENT A RESPONSE IS NOT RECEIVED BY SUCH DATE, THE CONSIDERATION TO WHICH THIS LETTER OF TRANSMITTAL RELATES WILL ONLY BE RECEIVED BY YOU ON THE TERMS AND CONDITIONS SET FORTH IN THE PLAN. IN ACCORDANCE WITH THE PLAN, AFTER SUCH DATE, THE CONSIDERATION YOU WOULD HAVE OTHERWISE RECEIVED (ON THE TERMS AND CONDITIONS SET FORTH HEREIN) WILL BE DEEMED UNCLAIMED PROPERTY AND SHALL REVERT TO THE REORGANIZED DEBTORS.

In connection with the effectiveness of the Plan and the consummation of the transactions contemplated by the Plan and that certain Restructuring Support Agreement, dated as of November 18, 2018, among David's Bridal, Inc., a Florida corporation (the "**Company**"); certain parent companies of the Company (such parent companies together with the Company, collectively, the "**Debtors**" and individually, a "**Debtor**"); the Supporting Term Lenders; the Supporting Noteholders; the Crossover Holder; and the Supporting Sponsors, you, as a beneficial holder of the Company's 7.75% Senior Notes due 2020 (the "**Existing Notes**"), are entitled to receive your pro rata share of (i) 8.75% (before dilution on account of the warrants issued under the Plan, described in more detail below) of the new common equity interests in HoldCo (the "**HoldCo Equity**") and (ii) warrants issued under the Plan that shall be exercisable within five years of the Effective Date (as defined herein) for 20% of the HoldCo Equity (on a fully diluted basis) at a valuation equivalent to a 100% recovery to Prepetition Term Lenders (including accrued interest) when taking into account the value of distributions pursuant to the Plan (the "**Warrants**" and, together with the HoldCo Equity, the "**Securities**") (the portion of which that each Noteholder is entitled to receive pursuant to the Plan, the "**Consideration**"), all as set forth under the Plan, in respect of your outstanding Existing Notes. **This Letter of Transmittal only relates to the procedures necessary for you to receive the Securities in respect of your Existing Notes in accordance with the terms of the Plan.**

Subject to the procedures described herein, Noteholders will receive, on or promptly following the Effective Date, in respect of their Existing Notes held as of the Effective Date, their pro rata share of the Consideration.

All terms and conditions contained in, or otherwise referred to in, the Plan are deemed to be incorporated in, and form a part of, this Letter of Transmittal. Therefore, you are urged to read carefully the Plan and the items referred to therein. The terms and conditions contained in the Plan, together with the terms and conditions governing this Letter of Transmittal and the instructions herein, are collectively referred to herein as the "terms and conditions." The Securities have not been registered with the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**"), or any state or foreign securities laws. The issuance of and the distribution under the Plan of HoldCo Equity and the Warrants to Holders of Allowed Unsecured Notes Claims will be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. The Securities may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemptions provided by sections 1145(b)(1) and 1145(c) of the Bankruptcy Code, unless the holder is an "underwriter" with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code, or an "affiliate" of HoldCo within the meaning of Rule 144 under the Securities Act. In addition, the Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. For the avoidance of doubt, pursuant to the terms of the Plan, each holder of HoldCo Equity shall be bound by the terms and provisions of the Stockholders Agreement, dated as of the Effective Date (the "**Stockholders Agreement**"), by and among HoldCo and the holders of HoldCo Equity party thereto, including provisions that may restrict, or have the effect of restricting, transferability of the Securities.

For more information and regarding questions about this Letter of Transmittal or the Plan please use the following link: <https://www.donlinrecano.com/Clients/db/Index> or telephone contact at (212)-771-1128 (Domestic) or (866)-416-0556 (International).

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Plan described herein, the undersigned hereby provides the following information in connection with the delivery of the Consideration.

The undersigned hereby represents, warrants and agrees that:

1. it is the beneficial owner (as defined herein) of, or a duly authorized representative of one or more beneficial owners of, the Existing Notes, and the intended beneficial owner of, or a duly authorized representative of one or more intended beneficial owners of, the HoldCo Equity and the Warrants to be delivered hereby, and it has full power and authority to execute and deliver this Letter of Transmittal and to make the certifications set forth herein on its own behalf and on behalf of each Account (as defined therein);
2. the delivery of the HoldCo Equity and the Warrants shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in the Plan;
3. it understands that, pursuant to the Plan, it is bound by the Stockholders Agreement (including the transfer restrictions therein); and
4. the submission of this Letter of Transmittal to the Claims Agent shall constitute the irrevocable appointment of the Claims Agent and the Transfer Agent, as applicable, as its attorney and agent and an irrevocable instruction to that attorney and agent to complete and execute all or any forms of transfer and other documents at the discretion of that attorney and agent in relation to the HoldCo Equity and the Warrants delivered hereby in favor of the Company or any other person or persons as the Company may direct and to deliver those forms of transfer and other documents in the attorney's and agent's discretion and to execute all other documents and to do all other acts and things as may be in the opinion of that attorney or agent necessary or expedient for the purpose of, or in connection with, the consummation of the Plan.

The undersigned understands that deliveries of the HoldCo Equity and the Warrants pursuant to any of the procedures described in the instructions in this Letter of Transmittal and acceptance of such HoldCo Equity and such Warrants by the undersigned will, following such acceptance, constitute a binding agreement between the undersigned and the Company upon the terms and conditions described herein. All authority conferred or agreed to be conferred by this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

By executing and delivering this Letter of Transmittal, the undersigned agrees on demand to indemnify and to hold harmless each of the Company, the Transfer Agent and the Claims Agent, their affiliates and each officer, director, stockholder, employee, affiliate and/or partner of any of the foregoing, and their successors and assigns, from and against any and all loss, damage, liability or expense, including costs and attorneys' fees (to the extent allowed under applicable law), to which they may be put or which they may incur by reason of, or in connection with, any misrepresentation made by the undersigned in this Letter of Transmittal or in any other document delivered herewith, any breach by the undersigned of warranties or arising out of the distribution of HoldCo Equity and Warrants by it in violation of section 1145 of the Bankruptcy Code, the Securities Act or any applicable state securities or blue sky laws or the securities laws of any applicable jurisdiction. All representations, warranties and covenants and the indemnification contained in this Letter of Transmittal shall survive the acceptance of this Letter of Transmittal and issuance of HoldCo Equity and Warrants to the undersigned.

The representations, warranties and agreements of a holder delivering Existing Notes will be deemed to be repeated and reconfirmed on and as of the date such Letter of Transmittal is received and any settlement date occurring thereafter where HoldCo Equity and Warrants are delivered. For purposes of this Letter of Transmittal,

the “beneficial owner” of any HoldCo Equity and Warrants means any holder that exercises investment discretion with respect to such HoldCo Equity and Warrants.

This Letter of Transmittal, and any dispute, claim or controversy arising therefrom, will be governed by, and construed in accordance with, the laws of the State of New York.

Please return completed forms by the preferred method as set forth on the cover page of this letter.

IMPORTANT: This Letter of Transmittal or a facsimile or email response hereof must be received by the Claims Agent as soon as practicable following the Effective Date but no later than July 17, 2019.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING ANY BOX BELOW.

IN ORDER TO RECEIVE HOLDCO EQUITY AND WARRANTS, NOTEHOLDERS MUST COMPLETE, EXECUTE, AND DELIVER THE LETTER OF TRANSMITTAL.

AST INFORMATION FOR DISTRIBUTION OF THE HOLDCO EQUITY AND THE WARRANTS

To effect a valid distribution of the HoldCo Equity and the Warrants that Noteholders are entitled to receive under the Plan, the undersigned must complete the items below. The HoldCo Equity and the Warrants will be delivered to AST and distributed pursuant to the Plan. AST will create a book-entry account for each Noteholder to receive the Consideration based on the information below. Statements for the HoldCo Equity will be mailed to the address below. Physical stock certificates will not be delivered and neither the HoldCo Equity nor the Warrants will be eligible for trading at DTC. The HoldCo Equity and the Warrants will be subject to restrictions on transfer under the relevant organizational documents, including the Stockholders Agreement, as well as federal and state securities laws. In addition, you must provide your outstanding principal amount of Existing Notes held by CUSIP. This amount will be used to calculate your pro rata share of the HoldCo Equity and the Warrants distributed following the Effective Date.

DESCRIPTION OF EXISTING NOTES	
CUSIP Number(s)	Principal Amount of Existing Notes Held

Please provide the following for the individual or entity for which the AST account will be created.

Information for American Stock Transfer
Please provide response to the lines below:
Name 1 (Maximum 38 Characters): _____
Name 2 (Maximum 38 Characters): _____
Address 1 (Maximum 38 Characters): _____
Address 2 (Maximum 38 Characters): _____
City (Maximum 38 Characters): _____
State/Province (Maximum 38 Characters): _____
FOREIGN Country Name (Maximum 38 Characters): _____
Zip/ Postal Code (Maximum 38 Characters): _____
U.S. Tax Identification Number: _____
Check here if non-US (no TIN) <input type="checkbox"/>
Phone: _____
Fax: _____
Email: _____

For questions, AST may be contacted at:

**American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219**

help@astfinancial.com

(877) 248-6417

SIGN HERE

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby authorizes the Claims Agent to deliver to the undersigned its pro rata portion of the HoldCo Equity and the Warrants that each Noteholder is entitled to receive under the Plan.

Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date
Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date
Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date
Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	Area Code and Telephone Number	Date

This Letter of Transmittal must be signed by any person(s) authorized to become the registered holder(s) of HoldCo Equity and Warrants by endorsements and documents transmitted herewith. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, please set forth at the line entitled "Capacity (full title)" and submit evidence satisfactory to the Transfer Agent and the Company of such person's authority to so act. See Instruction 2.

Name(s): _____
(Please Type or Print)

Capacity (full title): _____

Address: _____
(Including Zip Code)

SIGNATURE GUARANTEE OR NOTARY STAMP (See Instruction 2)

Signature(s) Guaranteed by
an Eligible Guarantor Institution: _____
(Authorized Signature)

(Title)

(Name of Firm)

(Address)

Dated:

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS

1. **Delivery of Letter of Transmittal.**

This Letter of Transmittal is being used to provide information to AST for creation of an account where the Consideration will be held.

In order for the Consideration to be received with respect thereto, such message or documents must be received on or prior to July 17, 2019.

The method of delivery of this Letter of Transmittal, the Existing Notes and all other required documents, is at the option and risk of the delivering holder, with email as the preferred form of delivery. If delivery is by mail, registered mail, with return receipt requested and properly insured, is recommended. Instead of delivery by mail, it is recommended that the holder use an overnight or hand-delivery service. In all cases, sufficient time should be allowed to ensure timely delivery.

Neither the Company nor the Claims Agent is under any obligation to notify any Noteholder of its issuance of HoldCo Equity or Warrants following the Effective Date.

2. **Signatures on Letter of Transmittal; Bond Powers and Endorsements; Guarantee or Notarization of Signatures.**

If any of the Existing Notes are owned by two or more joint owners, all such owners must sign this Letter of Transmittal.

When this Letter of Transmittal is signed by the registered holder(s) of the Existing Notes specified herein and delivered hereby, no endorsements of certificates or separate bond powers are required. In any other case, the registered holder (or Noteholder) must either properly endorse the Existing Notes or transmit properly completed bond powers with this Letter of Transmittal (in either case executed exactly as the name(s) of the registered holder(s) appear(s) on the Existing Notes, and, with respect to a participant in DTC whose name appears on a security position listing as the owner of Existing Notes, exactly as the name of the participant appears on such security position listing), with the signature on the Existing Notes or bond power guaranteed by an Eligible Guarantor Institution (as defined herein).

Signatures on each Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution.

An “**Eligible Guarantor Institution**” is one of the following firms or other entities identified in Rule 17Ad-15 under the Exchange Act (as the terms are used in Rule 17Ad-15):

- a. a bank;
- b. a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;
- c. a credit union;
- d. a national securities exchange, registered securities association or clearing agency; or
- e. a savings association.

If this Letter of Transmittal is signed by trustees, executors, administrators, guardians or attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

3. **Waiver of Conditions; Amendment of Terms.**

The Company reserves the right, in its sole discretion, subject to the Plan, to make such changes to the timing and payment of the Consideration as may be necessary to carry out the Plan.

4. **Withdrawal.**

Existing Notes will be cancelled on the Effective Date and the only rights Noteholders will have are those provided in the Plan. There are no withdrawal or other consent rights. Noteholders are only entitled to receive the consideration as set forth in the Plan.

5. **Requests for Assistance or Additional Copies.**

Questions or requests for assistance related to Plan or for additional copies of this Letter of Transmittal may be directed to the Claims Agent at its telephone number and address listed in this Letter of Transmittal. Questions regarding the accounts under which HoldCo Equity and Warrants will be held may be directed to the Transfer Agent at the address and telephone numbers listed herein.