
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): January 9, 2019

DESTINATION MATERNITY CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

0-21196
(Commission
File Number)

13-3045573
(IRS Employer
Identification No.)

232 Strawbridge Drive
Moorestown, NJ 08057
(Address of principal Executive Offices)

(856) 291-9700
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 9, 2019, Destination Maternity Corporation (the “Company”) entered into a new Executive Employment Agreement (the “Employment Agreement”) with David J. Helkey in connection with Mr. Helkey’s hiring and appointment by the Board of Directors of the Company (the “Board”) as the Company’s Chief Financial and Operating Officer, effective as of January 21, 2019.

Mr. Helkey, 46 years old, was most recently the Senior Vice President, Chief Operating Officer, and Chief Financial Officer of Things Remembered, a North American retailer of personalized merchandise and experiences. Mr. Helkey joined Things Remembered in January 2010 as Director, Financial Planning and Analysis and held several key roles within the organization such as Director, Merchandise Planning and Allocation and Vice President, Business Innovations. Mr. Helkey has no family relationships with any of the Company’s directors or other executive officers and is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The key elements of Mr. Helkey’s Employment Agreement are as follows:

- (1) **Role:** As the Company’s Chief Financial and Operating Officer, Mr. Helkey will render executive and management services to the Company consistent with such position as may be reasonably assigned by the Company’s Chief Executive Officer or the Board. During the Term, the Executive shall report to and shall be subject to the oversight and direction of the Chief Executive Officer.
- (2) **Term:** The term of the Employment Agreement is for three (3) years, commencing on January 21, 2019 (the “Term”). However, the Term will automatically be renewed for successive one-year periods upon expiration, unless either party provides notice of non-renewal at least ninety (90) days prior to the applicable expiration date.
- (3) **Base Salary:** Mr. Helkey’s initial base salary will be \$275,000. Mr. Helkey’s base salary will be reviewed annually by the Compensation Committee of the Board (the “Committee”).
- (4) **Incentive Compensation:** During the Term, Mr. Helkey shall be eligible to receive a cash incentive bonus, calculated as a percentage of the Company’s adjusted EBITDA, in each calendar year as follows: (a) if the estimated adjusted EBITDA level is less than or equal to the Company’s previous year’s actual adjusted EBITDA, 0.7% of the difference between estimated adjusted EBITDA and \$0; (b) if the estimated adjusted EBITDA level is above the previous year’s actual adjusted EBITDA and below budgeted adjusted EBITDA, 0.7% of the previous calendar year’s adjusted EBITDA plus 2.5% of the difference of estimated adjusted EBITDA and last year’s actual adjusted EBITDA; and (c) if the estimated adjusted EBITDA level is above budgeted adjusted EBITDA, 0.7% of the previous calendar year’s adjusted EBITDA plus 2.5% of the difference of budgeted adjusted EBITDA and the previous calendar year’s adjusted EBITDA plus 5.0% of the difference of estimated adjusted EBITDA and budgeted adjusted EBITDA (such bonus, the “Incentive Compensation”). Mr. Helkey’s annual cash compensation (i.e., base salary plus Incentive Compensation) shall not exceed \$1,200,000 during the Term.
- (5) **Severance Benefits:** Upon a termination without cause or a resignation with good reason, Mr. Helkey will be entitled to the following severance benefits, subject to his execution of a release of claims: (a) payment of all accrued and unpaid base salary through the date of such termination; (b) payment of any Incentive Compensation not yet paid, but earned for the calendar year in which Mr. Helkey’s employment is terminated; (c) payment of (i) six (6) months of base salary, in the event that such termination occurs in the first year of the Term; (ii) nine (9) months of base salary, in the event that such termination occurs in the second year of the Term; and (iii) twelve (12) months of base salary, in the event that such termination occurs in the third year of the Term or thereafter; and (d) group health continuation coverage for 6 months. However, if the severance event occurs within 18 months after a change in control, then the salary continuation referenced in (c) above will be for 12 months, and the group health continuation coverage referenced in (d) above will be increased to 12 months.

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- (6) **Non-Hire; Non-Solicit; Non-Competition:** The Employment Agreement contains certain non-competition and non-solicitation provisions which operate during employment and for 12 months following Mr. Helkey's termination for any reason. In addition to the foregoing, Mr. Helkey is subject to perpetual confidentiality and non-disparagement covenants.
 - (7) **Indemnification:** The Company will indemnify Mr. Helkey against actual, potential or threatened claims or investigations arising from his services to the Company and its subsidiaries and provide him with the benefit of directors' and officers' insurance coverage, in each case in the same manner and to the same extent as provided to other officers and directors of the Company.
 - (8) **Relocation Assistance:** The Company will provide Mr. Helkey with a one-time relocation reimbursement package in the aggregate amount of \$30,000 to be used in connection with Mr. Helkey's relocation to the Moorestown, New Jersey area. In addition, until the earlier of the completion of such relocation or six months following Mr. Helkey's start date, the Company will reimburse Mr. Helkey for pre-approved temporary housing costs and travel costs for up to three round trips per month between Mr. Helkey's current residence and the Company's principal executive offices. The Company will also provide Mr. Helkey with a tax gross-up for taxes incurred in connection with the relocation reimbursements. The relocation reimbursements and related gross-up are subject to repayment by Mr. Helkey if, within 36 months after his last reimbursement, he fails to maintain a residence in the Moorestown, New Jersey area without the Company's consent, resigns without Good Reason, or is terminated for Cause.
 - (9) **Equity Awards:** Subject to approval by the Committee and the Board, Mr. Helkey shall be entitled to receive a one-time equity grant for fiscal 2019 with a grant date fair value of approximately \$200,000, calculated as of the grant date (the "**Initial Grant**"). The Initial Grant shall be collectively allocated as follows: (i) 20% in restricted stock units, vesting in four equal annual increments beginning on the first anniversary of Mr. Helkey's start date, (ii) 60% in restricted stock units that vest based on the attainment of certain performance goals; and (iii) 20% in stock options to purchase common stock in the Company, vesting in four equal annual increments beginning on the first anniversary of Mr. Helkey's start date. The Initial Grant will be subject to the terms of the forms of Restricted Stock Unit Agreement, Performance Restricted Stock Unit Agreement and Option Agreement and the Company's 2005 Equity Incentive Plan, as amended and restated (the "**Plan**"). For future fiscal years in the Term, Mr. Helkey will be eligible for grants of equity under the Plan in an amount and on the terms as decided by the Committee in its sole discretion.

The foregoing descriptions are qualified in their entireties by reference to the full text of the Employment Agreement, which is filed with this Current Report on Form 8-K as Exhibit 10.1, and the forms of Restricted Stock Unit Agreement, Performance Restricted Stock Unit Agreement, and Option Agreement, filed with this Current Report on Form 8-K as Exhibits 10.2, 10.3, and 10.4, respectively.

Item 7.01 Regulation FD Information.

On January 9, 2019, the Company issued a press release announcing that the Board had appointed Mr. Helkey as the Company's Chief Financial and Operating Officer. The Company also announced that it has engaged Doug Goeke as the Company's Chief Transformation Officer and that the Company has entered into a consulting agreement with him. A copy of the press release is attached hereto as Exhibit 99.1.

The information contained in Item 7.01 of this Form 8-K and Exhibit 99.1 attached hereto is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "**Exchange Act**"), nor is it subject to the liabilities of that section or deemed incorporated by reference in any filing under the Exchange Act unless specifically identified therein as being incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Executive Employment Agreement, dated as of January 9, 2019, by and between Destination Maternity Corporation and David Helkey, Chief Financial and Operating Officer.</u>
10.2	<u>Form of Restricted Stock Unit Agreement under the Destination Maternity Corporation Amended and Restated 2005 Equity Incentive Plan for grants to David Helkey.</u>
10.3	<u>Form of Performance Restricted Stock Unit Agreement under the Destination Maternity Corporation Amended and Restated 2005 Equity Incentive Plan for grants to David Helkey.</u>
10.4	<u>Form of Option Agreement under the Destination Maternity Corporation Amended and Restated 2005 Equity Incentive Plan for grants to David Helkey.</u>
99.1	<u>Press Release of Destination Maternity Corporation, dated January 9, 2019.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 10, 2019

DESTINATION MATERNITY CORPORATION

By: /s/ Marla A. Ryan

Name: Marla A. Ryan

Title: Chief Executive Officer

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "**Agreement**") is made by and between Destination Maternity Corporation (the "**Company**") and David Helkey (the "**Executive**").

WHEREAS, the Company desires to employ the Executive as its Chief Financial and Operating Officer, effective as of January 21, 2019 (the "**Effective Date**"), and the Executive desires to be so employed by the Company; and

WHEREAS, the parties wish to enter into this Agreement to memorialize the terms of the Executive's employment by the Company.

NOW, THEREFORE, in consideration of the foregoing and intending to be bound hereby, the parties agree as follows:

1. **Employment.** The Executive's employment pursuant to the terms and conditions of this Agreement shall commence as of the Effective Date, subject to the Executive's reporting to work on such date. During the Term (as defined below), the Executive shall be employed as the Chief Financial and Operating Officer of the Company. In such position, the Executive shall render executive and management services to the Company consistent with such position as may be reasonably assigned to the Executive by Company's Chief Executive Officer or Board of Directors (the "**Board**"). During the Term, the Executive shall report to and shall be subject to the oversight and direction of the Company's Chief Executive Officer.

2. **Term.** Subject to earlier termination as provided for in **Section 6** hereof, the term of the Executive's employment under this Agreement shall be for a period of three (3) years from the Effective Date; provided, however, that, on the third (3rd) anniversary of the Effective Date and on each anniversary of such date (each, an "**End Date**"), the Executive's employment hereunder shall renew automatically for a successive additional one (1) year period unless notice of non-renewal is given by either party to the other at least ninety (90) days in advance of the next following End Date. The period of the Executive's employment pursuant to the terms and conditions of this Agreement is referred to herein as the "**Term**."

3. **Duties.** The Executive will devote his best efforts and substantially all of his business time and services to the Company and its affiliates to perform such duties as may be customarily incident to his position and as may reasonably be assigned to him from time to time by the Chief Executive Officer or the Board. The Executive will not, in any capacity, engage in other business activities or perform services for any other individual, firm or corporation without the prior written consent of the Board. During the Term, the Executive, with the prior written consent of the Board in each instance, may serve on corporate, civic or charitable boards of directors or committees and, without such consent, may manage personal investments, in each case so long as such activities are not in competition and do not interfere with the performance of the Executive's responsibilities hereunder.

4. **Place of Performance.** The Executive will perform his services hereunder at the principal executive offices of the Company in Moorestown, New Jersey; provided, however, that the Executive may be required to travel from time to time for business purposes.

5. **Compensation and Indemnification.**

5.1. **Base Salary.** The Executive's annual salary will be \$275,000 (the "**Base Salary**"), paid in accordance with the Company's payroll practices as in effect from time to time. The Base Salary will be reviewed annually by the Compensation Committee of the Board (the "**Committee**").

5.2. Incentive Compensation.

5.2.1. Each calendar year during the Term, the Executive shall be eligible to receive an incentive bonus, calculated as a percentage (%) of the Company's adjusted EBITDA for each such calendar year, as follows: (a) if the estimated adjusted EBITDA level is less than or equal to the Company's previous year's actual adjusted EBITDA, 0.7% of the difference between estimated adjusted EBITDA and \$0; (b) if the estimated adjusted EBITDA level is above the previous year's actual adjusted EBITDA and below budgeted adjusted EBITDA, 0.7% of the previous calendar year's adjusted EBITDA **plus** 2.5% of the difference of estimated adjusted EBITDA and last year's actual adjusted EBITDA; and (c) if the estimated adjusted EBITDA level is above budgeted adjusted EBITDA, 0.7% of the previous calendar year's adjusted EBITDA **plus** 2.5% of the difference of budgeted adjusted EBITDA and the previous calendar year's adjusted EBITDA **plus** 5.0% of the difference of estimated adjusted EBITDA and budgeted adjusted EBITDA (such bonus, the "**Incentive Compensation**"). The Board shall determine, in good faith, in consultation with the Chief Executive Officer and the other members of the Company's executive management team, the budgeted adjusted EBITDA (including the definition of EBITDA) on or before the start of the calendar year for which such Incentive Compensation is payable and the estimated and actual adjusted EBITDA for each calendar year of the Term.

5.2.2. Unless otherwise provided herein, the Incentive Compensation will be paid in twelve (12) monthly distributions (or "draws") after the Company's estimated adjusted EBITDA is determined for the applicable calendar year, subject to adjustment up or down from time to time based on actual results compared to estimates and anticipated underpayments or overpayments of monthly draws. Monthly payments of Incentive Compensation shall be subject to "true up" following the completion of the audited financial statements of the Company. In the event of any underpayment, the Company shall pay such underpayment within thirty (30) days following the completion of such audited financial statements. In the event of any overpayment, the amount of such overpayment(s) shall be deducted from the Executive's Incentive Compensation for the next succeeding monthly Incentive Compensation payment(s) until such overpayment has been absorbed by such deductions. In the event any overpayments have not been fully recovered upon the expiration or termination of the Term, the amount of such un-recovered overpayment(s) shall be deducted from any amounts payable by the Company pursuant to Section 6.1 of this Agreement, and if no amounts are payable by the Company pursuant to Section 6.1 of this Agreement, the amount of such un-recovered overpayments shall be paid by the Executive to the Company within thirty (30) days following the Company's written request. Except as expressly provided in Section 6.1, the Executive must be employed by the Company on the date of payment of any installment of the Incentive Compensation in order to be eligible to be receive such payment.

5.2.3. The Executive's total cash compensation (i.e., Base Salary and the Incentive Compensation) shall not exceed \$1,200,000 for any calendar year of the Term.

5.3. Equity Awards.

5.3.1. Subject to approval by the Committee and the Board, for fiscal year 2019, the Executive shall be entitled to receive a one-time equity grant with a grant date fair value of

approximately \$200,000 (the “**Initial Grant**”), calculated as of the grant date, which shall be no later than thirty (30) days from the Effective Date. The Initial Grant shall be collectively allocated as follows: (i) 20% in restricted stock units, vesting in four (4) equal annual increments beginning on the first (1st) anniversary of the Effective Date, as further set forth in the Restricted Stock Unit Award Agreement (the “**RSU Agreement**”), attached hereto as **Exhibit A**, (ii) 60% in restricted stock units that vest based on the attainment of certain performance goals, as further provided in the Performance RSU Agreement (the “**Performance RSU Agreement**”), attached hereto as **Exhibit B**; and (iii) 20% in stock options to purchase common stock in the Company, vesting in four (4) equal annual increments beginning on the first (1st) anniversary of the Effective Date, as further set forth in the Stock Option Award Agreement (the “**Option Agreement**”), attached hereto as **Exhibit C**. The Initial Grant will be subject to the terms of the RSU Agreement, Performance RSU Agreement and Option Agreement and the Company’s 2005 Equity Incentive Plan, as amended and restated (the “**Plan**”). For future fiscal years in the Term, the Executive will be eligible for grants of equity under the Plan in an amount (which for the avoidance of doubt, may be less than the Initial Grant) and on the terms as decided by the Committee in its sole discretion.

5.4. **Participation in Employee Benefit Plans.** During the Term, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company and made available to its senior executives generally including, without limitation, all pension, retirement, profit sharing, savings, medical, hospitalization, disability, life or travel accident insurance, vacation, sick leave, perquisite and personal leave plans. The Executive’s participation in such plans, practices and programs shall be on the same basis and terms as are generally applicable to the other senior executives of the Company.

5.5. **Paid Time Off.** The Executive will be entitled to four (4) weeks of paid time off each year, in addition to sick leave, personal days and holidays in accordance with Company policies in effect from time to time. The accrual, usage, carryover and expiration of such paid time off will be subject to the policies of the Company, as in effect from time to time.

5.6. **Business Expenses.** During the Term, the Executive shall be entitled to reimbursement of necessary and reasonable business expenses incurred by the Executive consistent with the Company’s policy.

5.7. **Indemnification.** During his employment and thereafter, the Company agrees to indemnify and hold the Executive harmless in connection with actual, potential or threatened actions or investigations related to the Executive’s services for, or employment by, the Company and/or its subsidiaries in the same manner as other officers and directors to the fullest extent provided in the Company’s by-laws and to be covered by directors’ and officers’ (“D&O”) insurance to the maximum extent and length of coverage of any other officer or director of the Company.

5.8. **Relocation Assistance.** The Company shall provide the Executive with relocation assistance in accordance with the terms of **Exhibit D**.

6. **Termination.** Upon any cessation of his employment with the Company, the Executive will be entitled only to such compensation and benefits as described in this Section 6. Upon any cessation of his employment for any reason, unless otherwise requested by the Board, the Executive agrees to resign immediately from all officer and director positions he then holds with the Company and its affiliates.

6.1. Termination without Cause or for Good Reason. If the Executive's employment by the Company ceases due to a termination by the Company without Cause (as defined below) or a resignation by the Executive for Good Reason (as defined below) (each a "Qualifying Termination"), the Executive will be entitled to:

6.1.1. payment of all accrued and unpaid Base Salary through the date of such cessation;

6.1.2. payment of any Incentive Compensation not yet paid, but earned for the calendar year in which the Executive's employment is terminated, in an amount determined by multiplying adjusted EBITDA for the period of the calendar year immediately preceding the date of termination by the applicable percentage, as determined pursuant to Section 5.2.1 and multiplying the product thereof by a fraction, (i) the numerator of which shall be the number of days in the period from the beginning of such calendar year through the date of the termination of the Executive's employment and (ii) the denominator of which shall be three hundred sixty-five (365). Such amount shall be reduced by any payments of Incentive Compensation already made to the Executive for the calendar year in which the Executive's employment is terminated pursuant to Section 6.1. Such payment (if any) shall be made on the Company's next regularly scheduled payment date of the Incentive Compensation, as if the Executive's employment had not been terminated hereunder, provided that such payment shall be subject to any "true-up" required under Section 5.2.2;

6.1.3. payment of (i) six (6) months of the Executive's Base Salary, in the event that such Qualifying Termination occurs in the first (1st) year of the Term; (ii) nine (9) months of the Executive's Base Salary, in the event that such Qualifying Termination occurs in the second (2nd) year of the Term; and (iii) twelve (12) months of the Executive's Base Salary, in the event that such Qualifying Termination occurs in the third (3rd) year of the Term or thereafter, in each case of (i), (ii) and (iii), payable in equal installments over the applicable monthly period on the Company's normally scheduled payroll dates; and

6.1.4. waiver of the applicable premium otherwise payable for COBRA continuation coverage for the Executive (and, to the extent covered immediately prior to the date of such cessation, his spouse and eligible dependents) for a period equal to six (6) months. Except as otherwise provided in this Section 6.1, all compensation and benefits will cease at the time of such cessation and the Company will have no further liability or obligation by reason of such cessation.

The payments and benefits described in this Section 6.1 are in lieu of, and not in addition to, any other severance arrangement maintained by the Company. Notwithstanding any provision of this Agreement, the payments and benefits described in Section 6.1 are conditioned on the Executive's execution and delivery to the Company, within forty-five (45) days following his cessation of employment, of a general release of claims against the Company and its affiliates in such form as the Company may reasonably require (the "Release"). Subject to Section 6.4 below, and provided the Release is not revoked, the severance benefits described herein will begin to be paid or provided (x) fifteen (15) days after the Release has been delivered (on the Company's next regularly scheduled payroll date), if the sixty (60)-day period following the cessation of employment does not straddle two (2) calendar years; or (y) the later of fifteen (15) days after the Release has been delivered or the Company's first regularly scheduled payroll date in the calendar year following the cessation of employment, if the sixty (60)-day period following such cessation straddles two (2) calendar years.

6.2. **Termination Following a Change in Control.** For cessations of employment due to a Qualifying Termination that occur during the eighteen (18)-month period following consummation of a Change in Control, (a) the references in Section 6.1.3 to “six (6) months of the Executive’s Base Salary” and “nine (9) months of the Executive’s Base Salary” will be replaced with “twelve (12) months of the Executive’s Base Salary,” and (b) the reference in Section 6.1.4 to “six (6) months” will be replaced with “twelve (12) months”. For avoidance of doubt, the payment of these enhanced severance benefits is subject to the release requirements described at the end of Section 6.1.

6.3. **Other Terminations.** If the Executive’s employment with the Company ceases for any reason other than as described in Section 6.1, above (including but not limited to termination (a) by the Company for Cause, (b) as a result of the Executive’s death, (c) as a result of the Executive’s Disability or (d) a resignation by the Executive without Good Reason), then the Company’s obligation to the Executive will be limited solely to the payment of accrued and unpaid Base Salary through the date of such cessation. All compensation and benefits will cease at the time of such cessation and, except as otherwise provided by COBRA, the Company will have no further liability or obligation by reason of such termination. The foregoing will not be construed to limit the Executive’s right to payment or reimbursement for claims incurred prior to the date of such termination under any insurance contract funding an employee benefit plan, policy or arrangement of the Company in accordance with the terms of such insurance contract.

6.4. **Compliance with Section 409A.**

6.4.1. If the termination giving rise to the payments described in Section 6.1 is not a “**Separation from Service**” within the meaning of Treas. Reg. § 1.409A-1(h)(1) (or any successor provision), then the amounts otherwise payable pursuant to that section will instead be deferred without interest and will not be paid until the Executive experiences a Separation from Service. In addition, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”) to payments due to the Executive upon or following his Separation from Service, then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six (6) months following the Executive’s Separation from Service (taking into account the preceding sentence of this paragraph) will be deferred without interest and paid to the Executive in a lump sum immediately following that six (6)-month period. This paragraph should not be construed to prevent the application of Treas. Reg. § 1.409A-1(b)(9)(iii) (or any successor provision) to amounts payable hereunder. For purposes of the application of Treas. Reg. § 1.409A-1(b)(4) (or any successor provision), each payment in a series of payments will be deemed a separate payment.

6.4.2. Notwithstanding anything in this Agreement to the contrary, to the extent an expense, reimbursement or in-kind benefit provided to the Executive pursuant to this Agreement or otherwise constitutes a “deferral of compensation” within the meaning of Section 409A of the Code, (a) the amount of expenses eligible for reimbursement or in-kind benefits provided to the

Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Executive in any other calendar year, (b) the reimbursements for expenses for which the Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (c) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

6.5. **Compliance with Section 280G.** If any payment or benefit due to the Executive from the Company or its subsidiaries or affiliates, whether under this Agreement or otherwise, would (if paid or provided) constitute a Parachute Payment (as defined below), then notwithstanding any other provision of this Agreement or any other commitment of the Company, that payment or benefit will be limited to the minimum extent necessary to ensure that no portion thereof will fail to be tax-deductible to the Company by reason of Section 280G of the Code; provided that such reduction shall only apply if the aggregate after-tax value of the Parachute Payments retained by the Executive (after giving effect to such reduction) is greater than the aggregate after-tax value (after giving effect to the excise tax imposed by Section 4999 of the Code) of the Parachute Payments to the Executive without any such reduction. The determination as to whether and to what extent payments and benefits under this Agreement or otherwise are required to be reduced in accordance with this paragraph will be made at the expense of the Company by an independent expert selected by the Company. If multiple payments or benefits are subject to reduction under this paragraph, such payments or benefits will be reduced in the order that maximizes the Executive's economic position (as determined by such independent expert). If there has been any underpayment or overpayment under this Agreement or otherwise as determined by the independent expert (whether at the time of initial determination or subsequently upon IRS audit), the amount of such underpayment or overpayment shall forthwith be paid to the Executive or refunded to the Company, as the case may be.

6.6. **Definitions.** For purposes of this Agreement:

6.6.1. "**Cause**" means: (a) conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude; (b) alcohol abuse or use of controlled drugs (other than in accordance with a physician's prescription); (c) willful misconduct or gross negligence in the course of employment; (d) material breach of any published Company policy, including (without limitation) the Company's ethics guidelines, insider trading policies or policies regarding employment practices; (e) material breach of any agreement with a duty owed to the Company or any of its affiliates, after written notice and a period of ten (10) business days to cure; or (f) refusal to perform the lawful and reasonable directives of the Board that are within the scope of the Executive's employment. For avoidance of doubt, a separation from service that occurs as a result of a condition entitling the Executive to benefits under any Company sponsored or funded long term disability arrangement will not constitute a termination "without Cause."

6.6.2. "**Change in Control**" means the first to occur of any of the events described in Section 1(f) of the Plan (or any successor provision). Notwithstanding the foregoing, a Change in Control will not be deemed to have occurred unless such event would also be a Change in Control under Section 409A of the Code.

6.6.3. "**Conflicting Product**" means any product, process or service which is the same as, similar to or competitive with any Company product (which includes third-party products that are distributed by Company), process, or service. Conflicting Products include, but are not limited to, maternity and nursing apparel and related accessories.

6.6.4. “**Disability**” shall have the meaning set forth in the Plan.

6.6.5. “**Good Reason**” means any of the following, without the Executive’s prior consent: (a) a diminution in title; (b) a reduction in Base Salary or a reduction in the percentage thresholds used to calculate the Incentive Compensation, in a manner designed to reduce the overall Incentive Compensation payable to the Executive; or (c) a relocation of the Executive’s principal worksite by more than fifty (50) miles that increases the Executive’s one-way commute. However, none of the foregoing events or conditions will constitute Good Reason unless the Executive provides the Company with written objection to the event or condition within thirty (30) days following the occurrence thereof, the Company does not cure the event or condition within thirty (30) days of receiving that written objection, and the Executive resigns his employment within thirty (30) days following the expiration of that cure period.

6.6.6. “**Parachute Payment**” has the same meaning as used in Section 280G(b)(2) of the Code.

6.6.7. “**Restricted Period**” means the period during the Executive’s employment and continuing for twelve (12) months thereafter (without regard to the circumstances of the termination of the Executive’s employment).

7. Confidential Information. “**Confidential Information**” means information which the Company regards as confidential or proprietary and which the Executive learns or develops during or related to his employment, including, but not limited to, information:

- a. relating to the Company’s products, suppliers, pricing, costs, sourcing, design, fabric and distribution processes;
- b. relating to the Company’s marketing plans and projections;
- c. consisting of lists of names and addresses of the Company’s employees, agents, factories and suppliers;
- d. relating to the methods of importing and exporting used by the Company;
- e. relating to manuals and procedures created and/or used by the Company;
- f. consisting of trade secrets or other information that is used in the Company’s business, and which give the Company an opportunity to obtain an advantage over competitors who do not know such trade secrets or how to use the same;
- g. consisting of software in various stages of development (source code, object code, documentation, flow charts), specifications, models, data and customer information;
- h. consisting of financial information and financial analysis prepared by the Company or used by the Company;
- i. consisting of legal information; and
- j. relating to contracts.

The Executive hereby assigns to the Company any rights he may have in any Confidential Information. The Executive shall not disclose any Confidential Information to any third party or use any Confidential Information for any purposes other than as authorized by the Company. The Executive agrees not to disclose to the Company or use for his benefit any confidential information that he may possess from any prior employers or other sources. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall prohibit the Executive from reporting possible violations of federal law or regulation to or otherwise cooperating with or providing information requested by any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures and the Executive is not required to notify the Company that the Executive has made such reports or disclosures.

8. Surrender of Materials. The Executive hereby agrees to deliver to the Company promptly upon request or on the date of termination of the Executive's employment all documents, copies thereof and other materials in the Executive's possession or control pertaining to the business of the Company and its customers, including, but not limited to, Confidential Information and Inventions (and each and every copy, abstract, summary or reproduction of the same made by or for the Executive or acquired by the Executive) and any other written or digital documents, information, access to files or information, or property (including but not limited to credit cards, laptop computers, cellphones, and security or identification cards) requested by the Board. The Executive further agrees that any property situated on the premises of, and owned by, the Company or its subsidiaries or affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company's personnel at any time with or without notice.

9. Non-Competition and Non-Solicitation. The Executive acknowledges that the Company has developed, and maintains at great expense, a valuable supplier network, supplier contacts, many of which are of longstanding, product designs, and other information of the type described in Section 7 of this Agreement, and that in the course of his employment (or continued employment) by the Company, the Executive will be given Confidential Information concerning such suppliers and products, including information concerning such suppliers' purchasing personnel, policies, requirements, and preferences, and such product's design, manufacture and marketing.

9.1. Non-Competition. Accordingly, the Executive agrees that during the Restricted Period, the Executive will not directly or indirectly:

9.1.1. Provide services for a business or enterprise that, in its previous fiscal year, generated 20% or more of its gross revenue from the design, manufacture and/or sale of Conflicting Products. This subparagraph applies in the following geographic areas: (a) states and commonwealths of the United States; (b) the District of Columbia; and (c) any foreign country. Furthermore, this subparagraph only applies in the foregoing geographic areas to the extent that the Company has designed, sold or manufactured Conflicting Products within the relevant territory (or has undertaken preparations to do so) within the one (1) year-period prior to the termination of the Executive's employment; or

9.1.2. Provide services for the following entities (including any of their respective divisions, subsidiaries, or affiliates): (a) Gap Inc., (b) J.C. Penney Corporation, Inc., (c) Target

Corporation, (d) Macy's, Inc., (e) Sears Holding Corporation, (f) Bed Bath and Beyond, Inc., (g) Amazon.com, Inc., (h) Boscov's, (i) Century 21 Department Store, or (j) Kohl's Corporation. Such list of entities may be modified from time to time in the sole reasonable discretion of the Board. The Executive is not permitted to provide services to such businesses regardless of the amount of Conflicting Product sales generated by such businesses.

9.2. Non-Solicitation. During the Restricted Period, the Executive will not, directly or indirectly, induce, attempt to induce (or in any way assist any other person in inducing or attempting to induce) any employee, consultant, supplier, licensor, licensee, contractor, agent, strategic partner, distributor or other person to terminate or modify any agreement, arrangement, relationship or course of dealing with the Company. Further, during such period, the Executive will not, directly or indirectly, on the Executive's own behalf or on behalf of any other person or entity, employ or solicit for employment: (a) any then-current Company employee or agent; or (b) any former Company employee or agent who provided services to the Company within the twelve (12)-month period preceding the date of such employment or solicitation.

9.3. Non-disparagement. During the Term and thereafter, the Executive shall not make or publish any disparaging statements (whether written or oral) regarding the Company or its affiliates, officers or employees (the "**Company Parties**") or defame any of the Company Parties, including but not limited to the services, business ventures, integrity, veracity, or personal or professional reputation of any of the Company Parties, in any matter whatsoever.

9.4. Remedies and Injunctive Relief. The Executive acknowledges that any breach by him of the provisions of this Section 9 (the "**Restrictive Covenants**"), whether or not willful, will cause continuing and irreparable injury to the Company for which monetary damages alone would not be an adequate remedy. The Executive shall not, in any action or proceeding to enforce the Restrictive Covenants, assert the claim or defense that such an adequate remedy at law exists. If there is a breach or threatened breach of any of the Restrictive Covenants, or any other obligation contained in this Agreement, the Company shall be entitled to an injunction restraining the Executive from any such breach without the necessity of proving actual damages, and the Executive waives the requirement of posting a bond. Nothing herein, however, shall be construed as prohibiting the Company from pursuing other remedies for such breach or threatened breach. In the event of any action or proceeding concerning the Restrictive Covenants, the Executive will reimburse the Company for its reasonable costs and attorneys' fees incurred in connection with such action or proceeding if the Company is determined by the court or other factfinder to have substantially prevailed in such matter.

9.5. Notification of Subsequent Employer. The Executive agrees to disclose the existence and terms of the Restrictive Covenants to any person for whom the Executive performs or proposes to perform services for during the Restricted Period.

9.6. Executive Acknowledgement. The Executive acknowledges that the Restrictive Covenants are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the duration and scope of the Restrictive Covenants are reasonable given the Executive's position within the Company, and that the Company would not have hired the Executive, entered into this Agreement or otherwise agreed to provide the payments, rights and benefits described herein in the absence of the Executive's execution of this Agreement

9.7. Tolling of Periods and Enforceability. The periods in Section 9.1 and Section 9.2

shall be tolled during (and shall be deemed automatically extended by) any period in which the Executive is in violation of the provisions of this Section 9. If a final and non-appealable judicial determination is made that any of the provisions of this Section 9 constitutes an unreasonable or otherwise unenforceable restriction against the Executive, the provisions of this Section 9 will not be rendered void but will be deemed to be modified to the minimum extent necessary to remain in force and effect for the longest period and largest geographic area that would not constitute such an unreasonable or unenforceable restriction.

10. Intellectual Property Rights.

10.1. The Executive acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, conceived or reduced to practice by the Executive individually or jointly with others during the Term and relating in any way to the business or contemplated business of the Company (regardless of when or where prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Inventions**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company. The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Inventions consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title and interest in and to all Inventions and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title or interest in any Inventions or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

10.2. The Executive agrees that, from time to time, as may be requested by the Company and at the Company's sole cost and expense, the Executive shall do any and all things that the Company may reasonably deem useful or desirable to establish or document the Company's exclusive ownership throughout the United States of America or any other country of any and all Intellectual Property Rights in any such Inventions, including the execution of appropriate copyright and/or patent applications or assignments. To the extent the Executive has any Intellectual Property Rights in the Inventions that cannot be assigned in the manner described above, the Executive unconditionally and irrevocably waives the enforcement of such Intellectual Property Rights. This Section 10.2 is subject to and shall not be deemed to limit, restrict or constitute any waiver by the Company of any Intellectual Property Rights of ownership to which the Company may be entitled by operation of law by virtue of the Company's being the Executive's employer. The Executive further agrees that, from time to time, as may be requested by the Company and at the Company's sole cost and expense, the Executive shall assist the

Company in every proper and lawful way to obtain and from time to time enforce Intellectual Property Rights relating to Inventions in any and all countries. To this end, the Executive shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Intellectual Property Rights and the assignment thereof. In addition, the Executive shall execute, verify, and deliver assignments of such Intellectual Property Rights to the Company or its designees. The Executive's obligation to assist the Company with respect to Intellectual Property Rights relating to such Inventions in any and all countries shall continue beyond the termination of the Executive's employment with the Company.

11. Other Conditions of Employment. The Executive shall be subject to other terms and conditions of employment as set forth in: (a) the prevailing Company Team Member Handbook, (b) the prevailing Company insider trading policies, (c) any prevailing clawback or anti-hedging policies, and (d) any other Company policies, all of which shall be subject to interpretation and change from time to time at the sole discretion of the Company, so long as such terms and conditions are not materially inconsistent with the terms hereof.

12. Miscellaneous.

12.1. No Liability of Officers and Directors Upon Insolvency. Notwithstanding any other provision of the Agreement, the Executive hereby (a) waives any right to claim payment of amounts owed to him, now or in the future, pursuant to this Agreement from directors or officers of the Company if the Company becomes insolvent, and (b) fully and forever releases and discharges the Company's officers and directors from any and all claims, demands, liens, actions, suits, causes of action or judgments arising out of any present or future claim for such amounts.

12.2. Other Agreements. The Executive represents and warrants to the Company that there are no restrictions, agreements or understandings whatsoever to which he is a party that would prevent or make unlawful his execution of this Agreement, that would be inconsistent or in conflict with this Agreement or the Executive's obligations hereunder, or that would otherwise prevent, limit or impair the performance by the Executive of his duties under this Agreement.

12.3. Cooperation. The Executive agrees that, upon reasonable notice and without the necessity of the Company obtaining a subpoena or court order, the Executive shall provide reasonable cooperation in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), and any investigation and/or defense of any claims asserted against the Company, its subsidiaries and affiliates, its predecessors and successors, and all of the respective current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the foregoing, which relates to events occurring during the Executive's employment with the Company, its subsidiaries and affiliates as to which the Executive may have relevant information (including but not limited to furnishing relevant information and materials to the Company, or its designee and/or providing testimony at depositions and at trial), provided that with respect to such cooperation occurring following termination of employment, the Company shall reimburse the Executive for expenses reasonably incurred in connection therewith, and further provided that any such cooperation occurring after the termination of the Executive's employment shall be scheduled to the extent reasonably practicable so as not to unreasonably interfere with the Executive's business or personal affairs.

12.4. Successors and Assigns. The Company may assign this Agreement to any successor to its assets and business by means of liquidation, dissolution, sale of assets or otherwise. For avoidance of doubt, a termination of the Executive's employment by the Company in connection with a permitted assignment of the Company's rights and obligations under this Agreement is not a termination "without Cause" so long as the assignee offers employment to the Executive on the terms herein specified (without regard to whether the Executive accepts employment with the assignee). The duties of the Executive hereunder are personal to the Executive and may not be assigned by him.

12.5. Governing Law and Enforcement. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Except as provided in Section 12.6, any legal proceeding arising out of or relating to this Agreement will be instituted in a state or federal court in the State of Delaware, and the Executive and the Company hereby consent to the personal and exclusive jurisdiction of such court(s) and hereby waive any objection(s) that they may have to personal jurisdiction, the laying of venue of any such proceeding and any claim or defense of inconvenient forum.

12.6. Dispute Resolution and Arbitration. Except as otherwise provided herein (including Section 9.4), any and all justiciable controversies, claims or disputes that the Executive may have against the Company and/or the Company may have against the Executive arising out of, relating to, or resulting from the Executive's employment with the Company, or the separation of the Executive's employment with the Company, including claims arising out of or related to this Agreement, shall be subject to mandatory arbitration ("Mandatory Arbitration") as set forth herein. The mutual obligations by the Company and the Executive to arbitrate differences provide mutual consideration for this Mandatory Arbitration provision. Prior to commencing arbitration, if any such matter cannot be settled through negotiation, then the parties agree first to try in good faith to settle the dispute by mediation through a mediator selected by the mutual agreement of both parties. If any such matters cannot be resolved by mediation within thirty (30) days of the Company or the Executive requesting mediation (or such longer period as to which the Executive and the Company agree in writing), they shall be finally resolved by final and binding arbitration. The parties shall select a neutral arbitrator and/or arbitration sponsoring organization by mutual agreement. If the parties are not able to mutually agree to an arbitrator and/or arbitration sponsoring organization, the arbitration will be held under the auspices of the American Arbitration Association ("AAA"), and except as otherwise provided in this Agreement, shall be in accordance with the then current Employment Arbitration Rules of the AAA, which may be found at www.adr.org or by using an internet search engine to locate. The arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Mandatory Arbitration provision. Subject to remedies to which a party to the arbitration may be entitled under applicable law, each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, administrative fees, the fee of the arbitrator, and all other fees and costs, shall be borne by the Company. All arbitral awards shall be final and binding, and the arbitration will be conducted in the City of New York, New York, in accordance with the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). A judgement of a court of competent jurisdiction shall be entered upon the award made pursuant to the arbitration.

12.7. Waivers. The waiver by either party of any right hereunder or of any breach by the other party will not be deemed a waiver of any other right hereunder or of any other breach by the other party. No waiver will be deemed to have occurred unless set forth in a writing. No waiver will constitute a continuing waiver unless specifically stated, and any waiver will operate only as to the specific term or condition waived.

12.8. Severability. The various parts of this Agreement are intended to be severable. Should any part be rendered or declared invalid be reason of any legislation or by a decree of a court of competent jurisdiction, such part shall be deemed modified to the extent required by such legislation or decree and the invalidation or modification of such part shall not invalidate or modify the remaining parts hereof. Without limiting the generality of the foregoing, if the scope of any covenant contained in this Agreement is too broad to permit enforcement to its full extent, such covenant shall be enforced to the maximum extent permitted by law. The Executive agrees that such scope may be judicially modified accordingly.

12.9. Survival. This Agreement will survive the cessation of the Executive's employment to the extent necessary to fulfill the purposes and intent of the Agreement.

12.10. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, emailed (with confirmation copy by mail) or mailed, certified or registered mail, return receipt requested, with postage prepaid, to the following addresses or to such other address as either party may designate by like notice, and shall be deemed given when so delivered by hand or emailed, or if mailed, three (3) days after mailing (one (1) business day in the case of express mail or overnight courier service).

If to the Company, to: Destination Maternity Corporation
 232 Strawbridge Drive
 Moorestown, New Jersey 08057
 Attention: General Counsel

If to the Executive, to the Executive's most recent address as shown on the books and records of the Company and its affiliates and to such other or additional person or persons as either party shall have designated to the other party in writing by like notice.

12.11. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding of the parties hereto relating to the subjects addressed in those documents, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating to that subject matter (including, without limitation, any term sheet related hereto). This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

12.12. Withholding. All payments (or transfers of property) to the Executive will be subject to tax withholding to the extent required by applicable law.

12.13. Defend Trade Secrets Act Compliance. The Executive will not be held criminally or civilly liable under any federal or state trade secret law for the Executive's disclosure of a trade secret that is made in confidence to a federal, state or local government official or to an attorney, provided that such disclosure is: (a) solely for the purpose of reporting or investigating a suspected violation of law; or (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Executive files a lawsuit for retaliation by the

Company for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive's attorney and use the trade secret information in related court proceedings, provided that the Executive files any document containing the trade secret information under seal and does not disclose the trade secret, except pursuant to court order.

12.14. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and will not in any way affect the meaning or construction of any provision of this Agreement.

12.15. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts (including by facsimile signature), each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Executive has executed this Agreement, in each case on January 9, 2019.

COMPANY

DESTINATION MATERNITY CORPORATION

By: /s/ Marla Ryan

Name: Marla A. Ryan

Title: Chief Executive Officer

EXECUTIVE

/s/ David Helkey

David Helkey

Exhibit A

Form of RSU Agreement

Exhibit B

Form of Performance RSU Agreement

Exhibit C

Form of Stock Option Agreement

Exhibit D

Relocation Assistance

Relocation Benefits

1. Relocation.

The Executive is required to and hereby agrees to relocate his primary and permanent residence to the Moorestown, New Jersey area by no later than [date that is six (6) months following the Effective Date] and to maintain his primary and permanent residence in the Moorestown, New Jersey area during the term of the Executive's employment.

2. Relocation Benefits.

The Company agrees to reimburse the Executive for up to \$30,000 for relocation expenses (including, but not limited to, the cost of packing, transportation, and unpacking of the Executive's household goods and car, and the cost of storage of the Executive's personal property) incurred by the Executive in connection with the Executive's relocation to the Moorestown, New Jersey area as per the requirements of Section 1 above.

In addition, from the Effective Date until the earlier of (x) the date on which such relocation of the Executive's residence is completed, and (y) six (6) months following the Effective Date, the Company shall provide the Executive with (i) reimbursement for pre-approved costs of temporary housing within fifty (50) miles of the Company's principal executive offices, and (ii) reimbursement of travel costs (i.e., coach airfare and/or ground transportation) for up to three (3) round trips per month between the Executive's current residence and the Company's principal executive offices.

Payment of the amounts in this Section 2 are subject to the Executive's submission of any receipts or other supporting documentation as may be reasonably required by the Company.

The relocation benefits in this Section 2 may be compensable wages to the Executive, subject to all applicable state and federal income taxes. *The Company shall pay additional compensation to the Executive (the "Gross Up Payment") in an amount necessary to reimburse the Executive, on an after-tax basis, for the additional income and employment taxes incurred by the Executive as a result of the reimbursement of such relocation expenses, net of the value of any allowable related tax deductions or tax credits. Such Gross Up Payment shall be paid to the Executive not later than ninety (90) days after the end of the calendar year in which the Executive incurs the expenses being reimbursed.*

3. Clawback.

If, within thirty-six (36) months of the latest date of incurrence of relocation expenses which are reimbursed or paid to the Executive, the Executive (a) fails to maintain a residence within the Moorestown, New Jersey area as required by this Agreement without the Company's consent, (b) resigns without Good Reason, or (c) is terminated for Cause, the Executive agrees to reimburse the Company the full amount of the relocation expenses paid by the Company under Section 2 (including any Gross Up Payment) within sixty (60) days from the first date of the failure to maintain residence in the case of (a) above, or within sixty (60) days from the Executive's last day of employment in the case of (b) or (c) above. After such sixty (60) day period, the Company will charge the Executive a financing fee equivalent to the prime rate of interest as specified in the Wall Street Journal on the outstanding balance at that time and the Executive will be subject to collection proceedings. The Executive authorizes the Company to offset any monies owed to the Executive to be applied toward any reimbursement to the extent allowable under Section 409A of the Code.

**RESTRICTED STOCK UNIT AWARD AGREEMENT
(TIME-BASED)
UNDER THE DESTINATION MATERNITY CORPORATION
AMENDED AND RESTATED 2005 EQUITY INCENTIVE PLAN**

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement") is made by and between Destination Maternity Corporation, a Delaware corporation, (the "Company") and David Helkey (the "Grantee").

WHEREAS, the Company maintains the Destination Maternity Corporation Amended and Restated 2005 Equity Incentive Plan, as amended from time to time (the "Plan") for the benefit of its employees, directors, consultants, and other individuals who provide services to the Company; and

WHEREAS, the Plan permits the grant of Restricted Stock Units; and

WHEREAS, to compensate the Grantee for his or her service with the Company and to further align the Grantee's financial interests with those of the Company's other stockholders, the Board approved this Award of Restricted Stock Units effective on [●], 2019.

NOW, THEREFORE, in consideration of these premises and the agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. Award of Time-Vesting Based Restricted Stock Units.

(a) Award. The Company hereby awards the Grantee [●] Restricted Stock Units, subject to adjustment as set forth in Section 5 of this Agreement and Section 3(c) of the Plan and subject further to the restrictions and on the terms and conditions set forth in this Agreement (the "Restricted Stock Units"). The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms herein will have the same meaning as defined in the Plan.

2. Vesting of Restricted Stock Units.

(a) Vesting. The Restricted Stock Units shall vest and become settled as provided in Section 3 in four equal, annual installments, on the first, second, third, and fourth anniversaries of the Effective Date, as such term is defined in the Executive Employment Agreement between the Company and Grantee, dated January [●], 2019 (the "Employment Agreement"), in each case, subject to Grantee's continued service through each such vesting date. To the extent so vested, each Restricted Stock Unit represents an unfunded, unsecured right of the Grantee to receive one Share at a specified time. Unless otherwise provided herein, upon cessation of Grantee's service with the Company, Grantee shall immediately forfeit all unvested Restricted Stock Units, with no further compensation to Grantee.

(b) Change in Control. In the event that within eighteen (18) months following the consummation of a Change in Control, the Grantee's employment is terminated in a Qualifying Termination (as such term is defined in the Employment Agreement), all of Grantee's unvested Restricted Stock Units shall immediately become vested and settled pursuant to Section 3, as of the effective date of such Qualifying Termination.

3. **Settlement.** Within thirty (30) days of each vesting date, the Company shall deliver one share of the Company's Common Stock in settlement of each vested Restricted Stock Unit then held by Grantee (the "Settlement Date").

4. **Non-Transferability.** Neither the Restricted Stock Units nor any right with respect thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable.

5. **Rights of Grantee During Restricted Period.** The Grantee will not have any stockholder rights or privileges, including voting rights, with respect to the Shares underlying the Restricted Stock Units until such Shares are delivered to the Grantee. Notwithstanding the foregoing, if the Company declares and pays a cash dividend or distribution with respect to its Shares prior to the Settlement Date, the Restricted Stock Units then subject hereto will be increased by a number of additional Restricted Stock Units determined by dividing (A) the total dividend or distribution that would then be payable with respect to a number of Shares equal to the number of Restricted Stock Units subject hereto on the dividend or distribution record date (including any additional Restricted Stock Units previously credited pursuant to this paragraph), divided by (b) the Fair Market Value on the dividend or distribution record date. Additional Restricted Stock Units credited under this paragraph will be subject to the same terms and conditions (including the same vesting and settlement provisions) as the Restricted Stock Units subject hereto immediately prior to such dividend or distribution.

6. **Securities Laws.** The Board may from time to time impose any conditions on the Restricted Stock Units or the Shares underlying such award, as it deems necessary or advisable to ensure that the Shares are issued and resold in compliance with the Securities Act of 1933, as amended.

7. **Tax Consequences.** The Grantee acknowledges that the Company has not advised the Grantee regarding the Grantee's income tax liability in connection with the grant, vesting or settlement of the Restricted Stock Units. The Grantee has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

8. **The Plan.** This Award of Restricted Stock Units is subject to, and the Grantee agrees to be bound by, all of the terms and conditions of the Plan, as such Plan may be amended from time to time in accordance with the terms thereof. Pursuant to the Plan, the Board is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. A copy of the Plan in its present form is available for inspection during business hours by the Grantee at the Company's principal office. All questions of the interpretation and application of the Plan and the Grantee shall be determined by the Board and any such determination shall be final, binding and conclusive.

9. **Entire Agreement.** This Agreement, together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature. For the avoidance of doubt, the grant of the Restricted Stock Units is in full and complete satisfaction of that certain restricted stock unit grant described in Section 5.3.1, clause (i), of the Employment Agreement.

10. **No Right to Continued Employment.** Neither the Plan nor this Agreement shall be construed as giving the Grantee the right to be retained in the employ of, or in any consulting relationship with, the Company or any of its Affiliates. Further, the Company (or, as applicable, its Affiliates) may at any time dismiss the Grantee, free from any liability or any claim under the Plan or this Agreement, except as otherwise expressly provided herein.

11. Electronic Delivery of Documents. The Grantee hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Grantee a paper copy of any document also delivered to the Grantee electronically. The authorization described in this paragraph may be revoked by the Grantee at any time by written notice to the Company.

12. Tax Withholding. The Company hereby agrees that, at the election of the Grantee and except as would otherwise violate the terms of any financing agreement to which the Company is then a party, the maximum applicable tax withholding obligations arising in connection with this Award may be settled by withholding the delivery of nonforfeitable Shares otherwise distributable hereunder in respect of vested Restricted Stock Units based on the Fair Market Value of those Shares.

13. Governing Law. This Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the application of the principles of conflicts of laws.

14. Amendment. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

15. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[This space left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Grantee have each executed this Restricted Stock Unit Award Agreement on the respective date below indicated.

DESTINATION MATERNITY CORPORATION

By: _____

Name:

Title:

Date:

GRANTEE

David Helkey

Signature: _____

Date:

**RESTRICTED STOCK UNIT AWARD AGREEMENT
(PERFORMANCE BASED)
UNDER THE AMENDED AND RESTATED
DESTINATION MATERNITY CORPORATION 2005 EQUITY INCENTIVE PLAN**

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement") is made by and between Destination Maternity Corporation, a Delaware corporation, (the "Company") and David Helkey (the "Grantee").

WHEREAS, the Company maintains the Destination Maternity Corporation Amended and Restated 2005 Equity Incentive Plan, as amended from time to time (the "Plan") for the benefit of its employees, directors, consultants, and other individuals who provide services to the Company; and

WHEREAS, the Plan permits the grant of Restricted Stock Units, including Restricted Stock Units that are Performance Awards; and

WHEREAS, to compensate the Grantee for his or her service with the Company and to further align the Grantee's financial interests with those of the Company's other stockholders, the Board approved this Award of Restricted Stock Units effective on [●], 2019.

NOW, THEREFORE, in consideration of these premises and the agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. Award of Performance-Based Restricted Stock Units.

(a) Award. The Company hereby awards the Grantee [●] Restricted Stock Units (the "Target Award"), subject to adjustment as set forth in Section 5 of this Agreement and Section 3(c) of the Plan and subject further to the restrictions and on the terms and conditions set forth in this Agreement (the "Restricted Stock Units"). The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms herein will have the same meaning as defined in the Plan.

(b) Performance Restricted Stock Units. The Restricted Stock Units are Performance Awards and will become vested if and to the extent the service and performance vesting conditions set forth in Section 2 are satisfied. To the extent so vested, each Restricted Stock Unit represents an unfunded, unsecured right of the Grantee to receive one Share at a specified time. Unless otherwise provided herein, upon cessation of Grantee's service with the Company prior to the date of the Company's release of earnings for the fiscal year ending on January 30, 2022 (i.e., about 6 to 8 weeks after January 30, 2022, with the specific vesting date to be determined by the Committee), Grantee shall immediately forfeit all Restricted Stock Units, with no further compensation due to Grantee.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to this Section 2, the Restricted Stock Units shall vest and become unrestricted in accordance with Exhibit A, attached hereto. Vested Restricted Stock Units shall settle into Shares as provided in Section 3.

(b) **Change in Control.** In the event that within eighteen (18) months following the consummation of a Change in Control, the Grantee's employment is terminated in a Qualifying Termination, as such term is defined in the Executive Employment Agreement between the Company and Grantee, dated [●], 2019 (the "Employment Agreement"), Grantee's unvested Restricted Stock Units shall immediately become vested and settled pursuant to Section 3, as of the effective date of such Qualifying Termination and assuming that the Target level of performance as provided on Exhibit A has been achieved.

3. **Settlement.** The Committee will certify the performance results, and the resulting number of vested Restricted Stock Units, promptly following the end of the Performance Period (as set forth on Exhibit A) and Shares will be distributed to the Grantee in respect of vested Restricted Stock Units within 2 1/2 months following the end of the Performance Period (the "Settlement Date").

4. **Non-Transferability.** Neither the Restricted Stock Units nor any right with respect thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable.

5. **Rights of Grantee During Restricted Period.** The Grantee will not have any stockholder rights or privileges, including voting rights, with respect to the Shares underlying the Restricted Stock Units until such Shares are delivered to the Grantee. Notwithstanding the foregoing, if the Company declares and pays a cash dividend or distribution with respect to its Shares prior to the Settlement Date, the Restricted Stock Units then subject hereto will be increased by a number of additional Restricted Stock Units determined by dividing (A) the total dividend or distribution that would then be payable with respect to a number of Shares equal to the number of Restricted Stock Units subject hereto on the dividend or distribution record date (including any additional Restricted Stock Units previously credited pursuant to this paragraph), divided by (b) the Fair Market Value on the dividend or distribution record date. Additional Restricted Stock Units credited under this paragraph will be subject to the same terms and conditions (including the same performance and service vesting and settlement provisions) as the Restricted Stock Units subject hereto immediately prior to such dividend or distribution.

6. **Securities Laws.** The Board may from time to time impose any conditions on the Restricted Stock Units or the Shares underlying such award, as it deems necessary or advisable to ensure that the Shares are issued and resold in compliance with the Securities Act of 1933, as amended.

7. **Tax Consequences.** The Grantee acknowledges that the Company has not advised the Grantee regarding the Grantee's income tax liability in connection with the grant, vesting or settlement of the Restricted Stock Units. The Grantee has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

8. **The Plan.** This Award of Restricted Stock Units is subject to, and the Grantee agrees to be bound by, all of the terms and conditions of the Plan, as such Plan may be amended from time to time in accordance with the terms thereof. Pursuant to the Plan, the Board is

authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. A copy of the Plan in its present form is available for inspection during business hours by the Grantee at the Company's principal office. All questions of the interpretation and application of the Plan and the Grantee shall be determined by the Board and any such determination shall be final, binding and conclusive.

9. **Entire Agreement.** This Agreement, together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature. For the avoidance of doubt, the grant of the Restricted Stock Units is in full and complete satisfaction of that certain restricted stock unit grant described in Section 5.3.1, clause (ii), of the Employment Agreement.

10. **No Right to Continued Employment.** Neither the Plan nor this Agreement shall be construed as giving the Grantee the right to be retained in the employ of, or in any consulting relationship with, the Company or any of its Affiliates. Further, the Company (or, as applicable, its Affiliates) may at any time dismiss the Grantee, free from any liability or any claim under the Plan or this Agreement, except as otherwise expressly provided herein.

11. **Electronic Delivery of Documents.** The Grantee hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Grantee a paper copy of any document also delivered to the Grantee electronically. The authorization described in this paragraph may be revoked by the Grantee at any time by written notice to the Company.

12. **Tax Withholding.** The Company hereby agrees that, at the election of the Grantee and except as would otherwise violate the terms of any financing agreement to which the Company is then a party, the maximum applicable tax withholding obligations arising in connection with this Award may be settled by withholding the delivery of nonforfeitable Shares otherwise distributable hereunder in respect of vested Restricted Stock Units based on the Fair Market Value of those Shares.

13. **Governing Law.** This Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the application of the principles of conflicts of laws.

14. **Amendment.** Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

15. **Execution.** This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[This space left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Grantee have each executed this Restricted Stock Unit Award Agreement on the respective date below indicated.

DESTINATION MATERNITY CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE: David Helkey

Signature: _____
Date: _____

Exhibit A

1. **Performance Period:** The period commencing on the Effective Date (as defined in the Employment Agreement) and ending on the last day of the Company's fiscal year ending on January 30, 2022.
2. **Metric:** Relative total shareholder return ("TSR") of the peer group selected by the Committee, reflecting a 20 trading day average stock price immediately prior to the beginning of the Performance Period and at the end of the Performance Period.
3. **Measurement:** The Company's TSR performance relative to the peer group selected by the Committee. Excludes companies who are not in the peer group at either the beginning or the end of the performance period.
4. **Performance Scale:** Final number of Shares determined based on following scale:

<u>Restricted Stock Units Vested (as a % of the Target Award)</u>	<u>Relative TSR Performance</u>
0%	Below 25th Percentile
50%	25th Percentile
100% ("Target")	55th Percentile
200%	75th Percentile or Above

Note: Straight-line interpolation to be used between various performance/payout plot points in the grid above.

5. **Governor:** If the Company's TSR is negative over the Performance Period, the "Restricted Stock Units Vested" is limited to 100% of the Target Award, even if the level of relative performance is above the 55th Percentile.
6. **Service Vesting:** Except as provided in Section 2(b), upon cessation of Grantee's service with the Company prior to the date of the Company's release of earnings for the fiscal year ending on January 30, 2022 (i.e., about 6 to 8 weeks after January 30, 2022, with the specific vesting date to be determined by the Committee), Grantee shall immediately forfeit all Restricted Stock Units, with no further compensation due to Grantee.

**NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER THE DESTINATION MATERNITY CORPORATION
AMENDED AND RESTATED 2005 EQUITY INCENTIVE PLAN**

DESTINATION MATERNITY CORPORATION, a Delaware corporation (the “Company”), hereby grants to DAVID HELKEY (the “Optionee”) an option to purchase a total of [●] shares of Common Stock (the “Shares”) of the Company, at the price and on the terms set forth herein, and in all respects subject to the terms and provisions of the Company’s Amended and Restated 2005 Equity Incentive Plan, as amended from time to time (the “Plan”), which terms and provisions are incorporated by reference herein. Unless the context herein otherwise requires, the terms defined in the Plan shall have the same meanings herein.

1. Nature of the Option. This Option is intended to be a non-statutory stock option and is not intended to be an Incentive Stock Option within the meaning of Section 422 of the Code, or to otherwise qualify for any special tax benefits to the Optionee.

2. Date of Grant; Term of Option. This Option was granted on [●], 2019 (the “Grant Date”), and it may not be exercised later than [●], 2029, subject to earlier termination as provided in the Plan.

3. Option Exercise Price. The Option exercise price is \$[●] per Share.

4. Exercise of Option.

(a) Right to Exercise. Subject to Section 7 of the Plan (and provided, in each case, that the Optionee remains in continuous service with the Company or an Affiliate of the Company through the applicable vesting date), the Option will become exercisable during its term only in accordance with the terms and provisions of the Plan and this Agreement, as follows:

The Option will vest in four equal, annual installments, on the first, second, third, and fourth anniversaries of the Effective Date, as such term is defined in the Executive Employment Agreement between the Company and Optionee, dated January [●], 2019 (the “Employment Agreement”). In the event that within eighteen (18) months following the consummation of a Change in Control, the Grantee’s employment is terminated in a Qualifying Termination (as such term is defined in the Employment Agreement), any portion of the Option that is unvested, shall become immediately vested and exercisable as of the effective date of such Qualifying Termination.

(b) Method of Exercise. This Option shall be exercisable by written notice which shall state the election to exercise this Option, the number of Shares in respect to which the Option is being exercised and such other representations of agreements as to the Optionee’s investment intent with respect to such Shares as may be required by the Company hereunder or pursuant to the provision of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the Secretary of the Company or such other person as may be designated by the Company. The written notice shall be accompanied by payment of the purchase price and the amount of any tax withholding arising in connection with the exercise of the Option. Payment of the purchase price shall be by check or such consideration and method of payment authorized by the Board or the Committee pursuant to the Plan. The certificate or certificates for the Shares as to which the Option shall be exercised shall be registered in the name of the Optionee and shall be legended as required under the Plan and/or applicable law.

(c) Restrictions on Exercise. This Option may not be exercised if the issuance of the Shares upon such exercise would constitute a violation of any applicable federal or state securities laws or other laws or regulations. As a condition to the exercise of this Option, the Company may require the Optionee to make a representation and warranty to the Company or otherwise enter into any stock purchase or other agreement as may be required by any applicable law or regulation or as may otherwise be reasonably requested by the Board or Committee.

5. Investment Representations. Unless the Shares have been registered under the Securities Act of 1933, in connection with acquisition of this Option, the Optionee represents and warrants as follows:

(a) The Optionee is acquiring this Option, and upon exercise of this Option, he or she will be acquiring the Shares for investment in his or her own account, not as nominee or agent, and not with a view to, or for resale in connection with any distribution thereof.

(b) The Optionee has a preexisting business or personal relationship with the Company or one of its directors, officers or controlling persons and by reason of his or her business or financial experience, has, and could be reasonably assumed to have, the capacity to protect his or her interest in connection with the acquisition of this Option and the Shares.

6. Nontransferability of Option. This Option may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed or in any manner either voluntarily or involuntarily by the operation of law, other than by the will or by the laws of descent or distribution, and may be exercised during the lifetime of the Optionee only by such Optionee. Subject to the foregoing and the terms of the Plan, the terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

7. Continuation of Service. Neither the Plan nor this Option shall confer upon any Optionee any right to continue in the service of the Company or any of its subsidiaries or limit in any respect the right of the Company to discharge the Optionee at any time, with or without cause and with or without notice.

8. Withholding. The Company may withhold from any consideration payable to Optionee any taxes required to be withheld by federal, state or local law as a result of the grant or exercise of this Option or the sale or other disposition of the Shares issued upon exercise of this Option. If the amount of any consideration payable to the Optionee is insufficient to pay such taxes or if no consideration is payable to the Optionee, upon request of the Company, the Optionee (or such other person entitled to exercise the Option pursuant to Section 7 of the Plan) shall pay to the Company an amount sufficient for the Company to satisfy any federal, state or local tax withholding requirements it may incur, as a result of the grant or exercise of this Option or the sale of or other disposition of the Shares issued upon exercise of this Option.

9. The Plan. This Option is subject to, and the Optionee agrees to be bound by, all of the terms and conditions of the Plan as such Plan may be amended from time to time in accordance with the terms thereof. Pursuant to the Plan, the Board is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. A copy of the Plan in its present form is available for inspection during business hours by the Optionee or the persons entitled to exercise this Option at the Company's principal office. All questions of the interpretation and application of the Plan and the Option shall be determined by the Committee designated under the Plan, and determination shall be final, binding and conclusive.

10. Entire Agreement. This Agreement, together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature. For the avoidance of doubt, the grant of this Option is in full and complete satisfaction of that certain option grant described in Section 5.3.1, clause (iii), of the Employment Agreement.

11. Governing Law. This Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the application of the principles of conflicts of laws.

12. Amendment. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

13. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[This space intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and Optionee has executed this Agreement, in each case on [●], 2019.

COMPANY

DESTINATION MATERNITY CORPORATION

By: _____

Name:

Title:

OPTIONEE

David Helkey

DESTINATION MATERNITY. CORPORATION

DESTINATION MATERNITY ANNOUNCES TWO KEY EXECUTIVE APPOINTMENTS - CHIEF FINANCIAL OFFICER AND CHIEF TRANSFORMATION OFFICER

– Dave J. Helkey Named CFO and COO; Brings Over 20 years of Financial and Operating Experience –

– Announces Consultant Contract to Engage Doug Goeke as New Chief Transformation Officer –

MOORESTOWN, N.J. – (January 9, 2019) – Destination Maternity Corporation (NASDAQ:DEST), the world’s leading maternity apparel retailer, today announced the appointment of Dave J. Helkey to the position of Chief Financial Officer and Chief Operating Officer, reporting to CEO Marla Ryan, effective January 21, 2019. Mr. Helkey is a seasoned, strategic executive with over 20 years of financial and operating experience. In his new role, Mr. Helkey will oversee the Company’s finance, accounting, IT, real estate, inventory management, sourcing, human resources, legal and warehouse/logistic departments.

Destination Maternity also announced it entered into a consulting agreement to engage Doug Goeke, to serve in a newly created role of Chief Transformation Officer, reporting directly to the Board of Directors, effective January 9, 2019. Mr. Goeke brings extensive financial, operational, and turnaround experience and will provide leadership and oversight of the Company’s multi-year strategic plan, **Destination->Forward**.

Commenting on the appointments of Dave Helkey and Doug Goeke, Marla Ryan, Chief Executive Officer of Destination Maternity, stated, “We are pleased to have an executive of Dave’s caliber joining Destination Maternity. We believe Dave’s experience and successful track record in retail, both online and in store, along with his operations management and capital markets experience make him ideally suited to fill the role of CFO and COO. We are excited to have Dave on board and look forward to the contributions he will make while managing the company’s strategic growth initiatives.”

Ms. Ryan, continued, “We are also pleased to bring Doug Goeke and his extensive international and domestic expertise leading company turnarounds to our leadership team. Doug has a vast amount of experience creating value through strategic performance improvements across business segments, which will be invaluable to his efforts to oversee and support the advancement of our multi-year strategic plan, **Destination->Forward**.”

Helkey named Chief Financial Officer and Chief Operating Officer

Mr. Helkey brings more than 20 years of financial and operating expertise to the role, most recently serving as the Chief Financial Officer and Chief Operating Officer of Things Remembered, a privately held omni-channel retail company with 440 stores in the U.S. and Canada. At Things Remembered, he oversaw the finance, business innovation and fulfillment center/warehouse departments, amongst others. He was also responsible for implementing a real estate strategy to grow website sales and lower store footprint and oversaw a robust restructuring plan with creditors and advisors. Previously, he was the Chief Financial Officer of two health care companies and worked in the finance department of Limited Brands (NYSE: LB). Mr. Helkey started his career at E&Y as staff/senior accountant in audit. He holds a BSBA degree from The Ohio State University and is a Certified Public Accountant.

“I am honored to join Ms. Ryan and the rest of the Destination Maternity team in what I believe is a pivotal moment in the Company’s growth trajectory,” said Mr. Helkey. “I look forward to building on the significant progress that has already been made positioning the Company for profitable and sustainable growth and positively contributing to the Company’s strategic plan, **Destination->Forward**.”

Goeke named Chief Transformation Officer

Mr. Goeke brings extensive international and domestic experience to his role, having created significant value at public companies through performance improvements and organic growth initiatives. Most recently, Mr. Goeke was the Senior Vice President and General Manager of Support Services North America at Babcock International Group plc (LSE: BAB). Prior to this, Mr. Goeke held positions as President, Deputy President, Managing Director, and Chief Financial Officer in various divisions of Gategroup Holding LTD, where he was also a member of the Gategroup Executive Management Board. In these roles, he has had P&L responsibility for divisions having annual revenues of \$200 million to \$900 million, and was responsible for driving performance improvements, leading successful turnarounds, and delivering intensive cost and working capital reductions. Earlier in his career, Mr. Goeke held leadership positions at Lincoln Electric Holdings, Inc. and earned his CPA at Arthur Andersen LLP. He holds a Master's Degree in Finance from London Business School.

"I'm excited to be working with the Board of Directors, Ms. Ryan, and the entire Destination Maternity team to deliver against the Company's strategic plan, **Destination->Forward**, and ensure we establish a prosperous future for the business," said Mr. Goeke.

About Destination Maternity

Destination Maternity Corporation is the world's largest designer and retailer of maternity apparel. As of November 3, 2018, Destination Maternity operates 1,108 retail locations in the United States, Canada and Puerto Rico, including 474 stores, predominantly under the trade names Motherhood Maternity®, A Pea in the Pod® and Destination Maternity®, and 634 leased department locations. The Company also sells merchandise on the web primarily through its brand-specific websites, motherhood.com and apeainthepod.com, as well as through its destinationmaternity.com website. Destination Maternity has international store franchise and product supply relationships in the Middle East, South Korea, Mexico, Israel and India. As of November 3, 2018, Destination Maternity has 187 international franchised locations, including 10 standalone stores operated under one of the Company's nameplates and 177 shop-in-shop locations.

Contact

Sloane & Company
Erica Bartsch / Alex Kovtun, 212-486-9500
EBartsch@sloanep.com / Akovtun@sloanep.com

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