

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
dELIA's Group Inc.		05/17/2006	CORPORATION: DELAWARE
Alloy Merchandise, LLC		05/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
Skate Direct, LLC		05/17/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Retail Finance II, LLC
<b>Street Address:</b>	One Boston Place - 18th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2229184	ALLOY
Registration Number:	2338365	CCS
Registration Number:	2695754	[CCS]
Registration Number:	2332567	CCS MAILORDER
Registration Number:	2907137	
Registration Number:	2169351	DELIA'S
Registration Number:	2092322	DELIA'S
Registration Number:	2356625	DISCOUNT DOMAIN
Registration Number:	2584577	G
Registration Number:	2569418	GFLA
Registration Number:	2569420	GFLA

CH \$465.00 2229184

Registration Number:	2569436	GFLA
Registration Number:	2569435	GFLA.COM
Registration Number:	2288780	LOCAL 212
Registration Number:	2760886	WALL TO WALL
Serial Number:	78186771	LOCAL 212
Serial Number:	76484965	LOCAL 212
Serial Number:	76349954	STATIONWAGON

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6050226 TM
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/08/2006

Total Attachments: 14  
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**SECOND AMENDED AND RESTATED  
TRADEMARK AND TRADEMARK  
APPLICATIONS SECURITY AGREEMENT**

**Wells Fargo Retail Finance II, LLC**

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May 17, 2006

THIS SECOND AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (the "Agreement") is made between

Wells Fargo Retail Finance II, LLC (the "Lender"), a Delaware limited liability company with offices at One Boston Place - 18th Floor Boston, Massachusetts 02108

and

dELIA\*s Group Inc., a Delaware corporation with its principal executive offices at 435 Hudson Street, New York, New York 10014;

Alloy Merchandise, LLC, a Delaware limited liability company with its principal executive offices at 435 Hudson Street, New York, New York 10014; and

Skate Direct, LLC, a Delaware limited liability company with its principal executive offices at 435 Hudson Street, New York, New York 10014 (each a "Grantor", and collectively, the "Grantors");

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

**WITNESSETH:**

**1. BACKGROUND:**

- a. The Lender and certain of the Grantors and others have entered in a certain Second Amended and Restated Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "Loan Agreement") pursuant to which a credit facility has been established in favor of certain of the Grantors, among others, and under which the Liabilities are to be secured by, among other things, certain of the Grantors' assets, including all Marks (as defined herein).
- b. Terms used herein which are defined in the Loan Agreement are used as so defined.
- c. This Second Amended and Restated Trademark and Trademark Applications Security Agreement amends and restates in its entirety that certain Amended and

Restated Trademark and Trademark Applications Security Agreement dated as of October 14, 2004 by and between Lender and dELiA\*s Group Inc., Alloy Merchandise, LLC and Skate Direct, LLC.

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, each of the Grantors hereby creates a collateral interest, with power of sale in favor of the Lender (which power of sale shall be exercisable only following the occurrence of an Event of Default and which interest and power of sale are referred to herein as the "Security Interest") in and to the following and all proceeds thereof (collectively, the "TM Collateral"):
- a. All of each Grantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications (excluding, however, those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
  - b. All renewals of any of the foregoing.
  - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
  - d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
  - e. All of each Grantor's rights corresponding to any of the foregoing throughout the world.
3. **PROTECTION OF MARKS BY GRANTORS:** Each Grantor shall undertake the following with respect to each item respectively described in Sections 2.a and 2.b (collectively, the "Marks"), but only to the extent that such Mark is not abandoned as permitted by the Loan Agreement:
- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
  - b. At such Grantor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

- c. At such Grantor's sole cost, expense, and risk, take any and all action which such Grantor deems desirable to protect the Marks, including, without limitation, but subject to such Grantor's discretion, the prosecution and defense of infringement actions.
4. **GRANTORS' REPRESENTATIONS AND WARRANTIES:** Each Grantor represents and warrants that:
- a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by any Grantor (excluding, however, those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- b. All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than Permitted Encumbrances,
- c. The Grantors shall give the Lender written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:
- i. Any Grantor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business, and excluding those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- ii. Any Grantor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business, and excluding those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- iii. Any Grantor's entering into any material new trademark license agreement or service mark license agreement (excluding, however, those agreements relating exclusively to those trademarks, trademark

applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).

5. **AGREEMENT APPLIES TO FUTURE MARKS:**

- a. The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4.c, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
- b. Each Grantor hereby authorizes the Lender to take all such action to protect the Lender's Security Interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications as to which this Agreement applies, written notice of which is so given, *provided, however,* the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GRANTORS' RIGHTS TO ENFORCE MARKS:** Prior the Lender's giving of notice to the Grantors following the occurrence and continuance of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Marks against encroachment by third parties, *provided, however:*

- a. Any money damages awarded or received by any Grantor on account of such suit (or the threat of such suit) shall constitute TM Collateral.
- b. Following the occurrence and continuance of any Event of Default, the Lender, by notice to the Grantors may terminate or limit the Grantors rights under this Section 6.

7. **LENDER'S ACTIONS TO PROTECT MARKS:** In the event of

- a. Any Grantor's failure, within twenty (20) days of written notice from the Lender, to cure any failure by such Grantor to perform any of such Grantor's obligations set forth in Section 3; and/or
- b. the occurrence and continuance of any Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in such Grantor's place and stead and/or in the Lender's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender

may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

**9. LENDER AS ATTORNEY IN FACT:**

- a. Each Grantor hereby irrevocably constitutes and designates the Lender as and for such Grantor's attorney in fact, which designation the Lender may exercise only following the occurrence and during the continuance of any Event of Default:
  - i. To exercise any of the rights and powers referenced in Sections 3 and 5.b.
  - ii. To execute all such instruments, documents, and papers as the Lender reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.
- b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.
- c. The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.a herein, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which the Lender has been given an opportunity to be heard), from which finding no further appeal is available, which determination includes a specific finding that the Lender had acted in a grossly negligent manner, in actual bad faith or in willful misconduct,

**10. LENDER'S RIGHTS:**

- a. Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with any Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- b. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement and that certain Second Amended and Restated Security Agreement dated as of even date herewith by, among others, the Lender and certain of the Grantors (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "Security Agreement"). All provisions of the Loan Agreement or the Security Agreement, as applicable, shall apply to the Marks. The Lender shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement or the Security Agreement, as applicable, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement or the Security Agreement, as applicable, shall control with respect to all other Collateral.
  
12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.



IN WITNESS WHEREOF, the Grantors and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTORS:**

dELIA\*s Group Inc.  
Alloy Merchandise, LLC  
Skate Direct, LLC

By: 

Name: Robert Bernard  
Title: Chief Executive Officer

**LENDER:**

WELLS FARGO RETAIL  
FINANCE II, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantors and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTORS:**

dELiA\*s Group Inc.  
Alloy Merchandise, LLC  
Skate Direct, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

WELLS FARGO RETAIL  
FINANCE II, LLC

By: *Michael Chapman*  
Name: Michael Chapman  
Title: Vice President

EXHIBIT A

**Trademark Registrations and Pending Applications**

926635.4

DELIA\*s U.S. Trademarks

Mark	Registration No.	Class	Registration Date	Owner	State of Incorporation
Alloy	Reg. No. 2,229,184	IC 35 (G & S: mail order catalog services featuring sports clothing, backpacks, footwear, sunglasses, caps, belts and gloves and accessories.) IC 25 (G & S: sweaters.)	3/02/1999	Alloy Merchandise, LLC	DE
CCS	Reg. No. 2,338,365	IC 35 (G & S: MAIL ORDER CATALOG SERVICES, FEATURING SKATEBOARDS AND RELATED ACCESSORIES, NAMELY TRUCKS, WHEELS, RAMPS BEARINGS PROTECTIVE GEAR, CLOTHING, AND SHOES.)	4/4/2000	Skate Direct, LLC	Delaware
CCS (design)	Reg. No. 2,695,754	IC 35 (G & S: mail order catalogue services featuring skateboards and snowboards and related accessories, namely trucks, wheels, ramps bearing protective gear, clothing and shoes; providing a website whereby goods or services in the field of snowboarding and skateboarding are offered for sale.)	3/11/2003	Skate Direct, LLC	Delaware
CCS MAILORDER	Reg. No. 2,332,567	IC 35 (G & S: MAIL ORDER CATALOG SERVICES, FEATURING SKATEBOARDS AND RELATED ACCESSORIES, NAMELY TRUCKS,	3/21/2000	Skate Direct, LLC	Delaware

TRADE MARK

			WHEELS, RAMPS, BEARINGS PROTECTIVE GEAR, CLOTHING, AND SHOES.)				
Daisy Design (logo design)	Reg No. 2907137	IC 35	Mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares, and stationery	11/30/2004	Delias's Group Inc.	DE	
DELIA'S (Word mark)	Reg No. 2169351	IC 016	catalogs featuring clothing, shoes, accessories, jewelry, sunglasses, cosmetics, housewares and stationery	6/30/1998	Delias Group, Inc.	DE	
DELIA'S (WORD MARK)	Reg No. 2092322	IC 042	mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares and stationery	8/26/1997	Delias Group, Inc.	DE	
DISCOUNT DOMAIN	Reg. No. 2356625	IC 035	computerized on-line catalog services featuring clothing, footwear and related accessories	6/13/2000	Delias Group, Inc.	DE	
G (stylized)	Reg. No. 2584577	IC 25	(G & S: Women's clothing and accessories, namely blouses, shirts, pants, sweaters, jackets, coats, vests, belts, and footwear, namely shoes, boots, and sneakers)	6/25/2002	GFLA, Inc.	CA	
GFLA <b>TRADEMARK</b>	Reg. No. 2569418	IC 35	(G & S: Mail order catalog services featuring women's clothing and accessories, namely blouses, shirts, dresses, skirts, pants, sweaters, jackets, coats, vests, hats, scarves, belts, robes, undergarments, namely bras and underwear, stockings, socks, cosmetics, namely lipstick, tattoo kits, nail polish, hair gel, makeup, body oils, bath oils,	5/14/2002	GFLA, Inc.	CA	

GFLA	Reg. No. 2569420	IC 18 (G & S: Backpacks, handbags, and purses)	5/14/2002	GFLA, Inc.	CA	
GFLA	Reg. No. 2569436	IC 20 (G & S: Pillows)	5/14/2002	GFLA, Inc.	CA	
GFLA.COM	Reg. No. 2569435	IC 35 (G & S: On-line retail stores services featuring women's clothing and accessories, namely blouses, shirts, dresses, skirts, pants, sweaters, jackets, coats, vests, hats, scarves, belts, robes, undergarments, namely bras and underwear, stockings, socks, cosmetics, namely lipstick, tattoo kits, nail polish, hair gel, makeup, body oils, bath oils, gifts, namely light bulbs, pillows, decorations, candles, footwear, namely shoes, boots, sneakers, jewelry, backpacks, handbags, and purses.)	5/14/2002	GFLA, Inc.	CA	

TRADEMARK

LOCAL 212	Reg. No. 2,288,780	shoes, boots, sneakers, jewelry, backpacks, handbags, and purses.) IC 25 (G & S: pants, skirts, dresses, shirts, and sweaters.)	10/26/1999	Alloy Merchandise, LLC	Delaware
LOCAL 212	Ser. No. 78/186,771	IC 035 (G&S: Business marketing, namely direct, online marketing and consulting services. Promoting the goods and services of others through a website.)		Alloy Merchandise, LLC	
LOCAL 212 (design)	Ser. No. 76/484965	IC 035 (G&S: On-line retail store services featuring fashion and apparel for teenagers and young adults; Providing a web site which features advertisements for the goods and services of others on a global computer network.)		Alloy Merchandise, LLC	
STATIONWAGON	Serial No. 76/349954 (filed 12/2001)	IC 25 G & S: Clothing, namely shirts, pants, sweaters and sweatshirts for girls.		Alloy Merchandise, LLC	Delaware
WALL TO WALL	Reg. No. 2760886	IC 35 (G & S: Mail order services featuring housewares and linens Providing on line retail store services featuring housewares and linens.)	9/9/2003	Alloy Merchandise, LLC	Delaware

TRADEMARK

REEL: 003323 FRAME: 0671

**dELIA\*s International Trademarks**

Mark	Registration No.	Class	Registration Date	Owner	Country of Registration
DELIA*S (word mark)	Reg No. 1215979	35 - Mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares and stationery	10/14/1998	Delias Brand LLC	China
DELIA*S (word mark) and stylized	Reg No. 02514 (A-B)	42 - Mail order catalog services relating to clothing, jewelry, housewares and stationery.	8/20/1997	Delias Brand LLC	Hong Kong
DELIA*S (stylized)	Reg No. B280489	42 - Mail order catalogue services featuring clothing, accessories, cosmetics, jewellery, housewares and stationery.	9/21/1998	Delias Brand LLC	New Zealand
DELIA*S (word mark)	Reg No. 9711756	42 - Mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares and stationery.	8/5/1997	Delias Brand LLC	South Africa