

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D.B. Royalty, Inc.		10/23/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Barclays Bank PLC
<b>Street Address:</b>	200 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1290180	DEB
Registration Number:	1329017	CSO
Registration Number:	1377670	DEB
Registration Number:	1678145	TOPS 'N BOTTOMS
Registration Number:	2451078	US THREE
Registration Number:	1003568	DEB
Registration Number:	2170739	T'N B
Registration Number:	2342541	TOPS N BOTTOMS
Registration Number:	2283897	CLUB ZONE
Registration Number:	2835655	XCESSORZONE
Registration Number:	2310568	I WANT IT. I NEED IT. I HAVE TO HAVE IT!
Registration Number:	2907454	PULSE
Registration Number:	2471653	HYPHEN
Registration Number:	2500198	CUT4U

OP \$515.00 1290180

Registration Number:	2559696	FORBIDDEN
Registration Number:	2786298	DEBUT
Registration Number:	3136531	BODY ZONE
Serial Number:	78230037	WISH
Serial Number:	78897082	VOLTAGE
Serial Number:	78491280	SEVENTYSEVEN

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0026
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	10/26/2007

**Total Attachments: 15**  
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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Second Lien Intellectual Property Security Agreement, dated as of October 23, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), between each of the signatories hereto as guarantors under the Second Lien Guarantee and Collateral Agreement (as defined below) (together with any other entity that may become a party hereto as provided herein, collectively, the "Grantors") and Barclays Bank PLC, in its capacity as Second Lien Administrative Agent (together with its successors and assigns in such capacity, the "Second Lien Administrative Agent") for the banks and other financial institutions or entities from time to time parties to the Credit Agreement (as defined below) (the "Lenders").

## WITNESSETH:

WHEREAS, the Grantors, the Lenders, the Second Lien Administrative Agent and certain other parties as named therein have entered into that certain Second Lien Credit Agreement, dated as of October 23, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of October 23, 2007, between each of the Grantors and the Second Lien Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, in favor of the Second Lien Administrative Agent, for the ratable benefit of the Agents and the Lenders, and have agreed, as a condition precedent thereto, to execute and deliver this Agreement for the filing, registration and recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental authorities;

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Loan Documents, each Grantor hereby agrees with the Second Lien Administrative Agent, for the ratable benefit of the Agents and the Lenders, as follows:

Section 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Guarantee and Collateral Agreement.

Section 2. Grant of Security Interests in Intellectual Property Collateral. Each Grantor hereby assigns and transfers to the Second Lien Administrative Agent, and hereby grants to the Second Lien Administrative Agent, for the ratable benefit of the Agents and the Lenders (and any affiliates of any Agent or Lender to which Borrower Hedge Agreement Obligations are owing), a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligation (collectively, the "Intellectual Property Collateral"):

1. Copyright Collateral

(a) (i) all copyrights arising under the laws of the United States, any other country, union of countries, or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including, all protectable designs, and all works of authorship: (i) all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications set forth on Schedule I, (ii) the right to obtain all extensions and renewals thereof, (iii) all rights to sue at law or in equity, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all proceeds of the foregoing, including, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, "Copyrights").

(b) any agreement naming any Grantor as licensor or licensee, granting any right in, to or under any Copyright, including, the grant of rights to manufacture, print, publish, publicly perform, display, copy, create derivative works of, distribute, exploit, and sell materials derived from any Copyright, including, without limitation, any of the foregoing referred to in Schedule I (collectively, "Copyright Licenses").

2. Patent Collateral

(a) (i) all letters patent of the United States, any other country, union of countries or any political subdivision thereof, all reissues and extensions thereof, (ii) all applications for letters patent of the United States or any other country or union of countries or any political subdivision thereof and all divisions, continuations and continuations-in-part, renewals, and reexaminations thereof, including any of the foregoing referred to in Schedule II; (iii) all inventions and improvements described therein, (iv) all rights to obtain any reissues or extensions of the foregoing, (v) all rights to sue, or otherwise recover, at law or in equity for any past, present, and future infringements or other violations thereof, (vi) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vii) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, "Patents").

(b) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right in, to, or under any Patent, including, any right to manufacture, use, import, export, sell, or offer to sell any invention or design covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule II (collectively, "Patent Licenses").

### 3. Trademark Collateral

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, designs, or other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule III, (ii) the right to, and to obtain, all renewals thereof, (iii) all rights to sue at law or in equity, or otherwise recover, for any past, present, and future infringements, dilutions, or other violations of any of the foregoing, or for any injury to goodwill, (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, "Trademarks"); provided, however, that no security interest shall attach to any "intent-to-use" application prior to the filing of and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto to the extent, if any, that solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under applicable federal law.

(b) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to, under or to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule III (collectively, "Trademark Licenses").

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Second Lien Administrative Agent for the ratable benefit of the Agents and the Lenders (and any affiliates of any Agent or Lender to which Borrower Hedge Agreement Obligations are owing) pursuant to the Second Lien Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.

Section 4. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental authorities. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the United States Copyright Office and any other applicable governmental authorities record this Agreement.

Section 5. Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]









Grantors:

DEB SHOPS, INC.  
JOY SHOPS, INC.  
JOY SHOPS, INC.  
D.B. INTEREST, INC.  
D.B. KNOW, INC.  
D.B. ROYALTY, INC.  
DEB REAL ESTATE, INC.  
TOPS 'N BOTTOMS OF NEW YORK, INC.  
DEB SHOPS OF ALABAMA, INC.  
DEB SHOPS OF ARIZONA, INC.  
DEB OF ARKANSAS, INC.  
DEB OF CALIFORNIA, INC.  
DEB OF COLORADO, INC.  
DEB OF CONNECTICUT, INC.  
DEB OF DELAWARE, INC.  
DEB FASHIONS OF FLORIDA, INC.  
DEB SHOPS OF GEORGIA, INC.  
DEB SHOPS OF IDAHO, INC.  
DEB OF ILLINOIS, INC.  
DEB OF INDIANA, INC.  
DEB SHOPS OF IOWA, INC.  
DEB OF KANSAS, INC.  
DEB OF KENTUCKY, INC.  
DEB SHOPS OF LOUISIANA, INC.  
DEB OF MAINE, INC.  
DEB SHOPS OF MARYLAND, INC.  
DEB OF MASSACHUSETTS, INC.  
DEB OF MICHIGAN, INC.  
DEB SHOPS OF MINNESOTA, INC.  
DEB SHOPS OF MISSOURI, INC.  
DEB OF MONTANA, INC.  
DEB OF NEBRASKA, INC.  
DEB OF NEW HAMPSHIRE, INC.  
DEB OF NEW JERSEY, INC.

Executing this Agreement as President  
of each of the foregoing persons on behalf of and so  
as to bind the persons named above under the  
caption "Grantors"

By: Barry Susson  
Name: Barry Susson  
Title: President



Grantors:

DEB OF NEW MEXICO, INC.  
DEB OF NEW YORK, INC.  
DEB SHOPS OF NORTH CAROLINA, INC.  
DEB OF NORTH DAKOTA, INC.  
DEB SHOPS OF OHIO, INC.  
DEB SHOPS OF OKLAHOMA, INC.  
DEB OF OREGON, INC.  
DEB OF PENNSYLVANIA, INC.  
DEB OF RHODE ISLAND, INC.  
DEB OF SOUTH CAROLINA, INC.  
DEB OF SOUTH DAKOTA, INC.  
DEB OF TENNESSEE, INC.  
DEB OF TEXAS, INC.  
DEB OF UTAH, INC.  
DEB OF VERMONT, INC.  
DEB OF VIRGINIA, INC.  
DEB OF WASHINGTON, INC.  
DEB OF WEST VIRGINIA, INC.  
DEB OF WISCONSIN, INC.  
DEB OF WYOMING, INC.

Executing this Agreement as President  
of each of the foregoing persons on behalf of and so  
as to bind the persons named above under the  
caption "Grantors"

By: Barry Susson  
Name: Barry Susson  
Title: President



Accepted and Agreed:

BARCLAYS BANK PLC,  
as Second Lien Administrative Agent

By: *Diane Rolfe*  
Name: **DIANE ROLFE**  
Title: **DIRECTOR**

COPYRIGHT REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
None.				

PATENT REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
None.				



TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
D.B. Royalty, Inc.	DEB & Design	8/14/1984		1,290,180
	CSO & Design	4/2/1985		1,329,017
	DEB (Stylized)	1/7/1986		1,377,670
	TOPS N BOTTOM	3/3/1992		1,678,145
	US THREE & Design	5/15/2001		2,451,078
	DEB	1/28/1975		1,003,568
	T'N B (Stylized)	7/7/1998		2,170,739
	TOPS N BOTTOMS (Stylized)	4/18/2000		2,342,541
	CLUB ZONE	10/5/1999		2,283,897
	XCCESORZONE	4/27/2004		2,835,655
	I WANT IT. I NEED IT. I HAVE TO HAVE IT!	1/25/2000		2,310,568
	PULSE & Design	12/7/2004		2,907,454
	HYPHEN (Stylized)	7/24/2001		2,471,653
	CUT 4 U (Stylized)	10/23/2001		2,500,198
	FORBIDDEN	4/9/2002		2,559,696
	DEBUT	11/25/2003		2,786,298
	BODY ZONE (stylized or with design)	8/29/2006		3,136,531
	WISH & Design	3/26/2003	Pending Application	78/230,037
	VOLTAGE	5/31/2006	Pending Application	78/897,082
	SEVENTYSEVEN & Design	9/29/2004	Pending Application	78/491,280