

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DOTS, LLC		01/03/2011	LIMITED LIABILITY COMPANY: DELAWARE
IPC/DOTS LLC		01/03/2011	LIMITED LIABILITY COMPANY: DELAWARE
DOTS GIFT LLC		01/03/2011	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2671893	ALL THE TRENDS...NONE OF THE PRICES
Registration Number:	1304292	BOBBI GEE
Registration Number:	1304293	BOBBI GEE
Registration Number:	3569718	DOTS
Registration Number:	2948673	DOTS
Registration Number:	2568849	DOTS
Registration Number:	1502671	DOTS
Registration Number:	2768884	DOTS.COM
Registration Number:	3729867	DOTS LOVE THE LOOKS. LOVE THE PRICES.
Registration Number:	3163291	JOY TO THE GIRL
Registration Number:	3785217	LOVE THE LOOKS. DOTS.

**TRADEMARK**

**900183366**

**REEL: 004469 FRAME: 0343**

**CH \$690.00 2671893**

Registration Number:	2748444	MKM
Registration Number:	2450264	MKM
Registration Number:	2051546	MKM
Registration Number:	2901881	R.A.G.
Registration Number:	2955189	RAG
Registration Number:	3846251	SEXY IN BLACK
Registration Number:	1601518	RETAIL APPAREL GROUP
Serial Number:	85158365	BLOOM BY DOTS
Serial Number:	77796376	MY LOVE
Serial Number:	85058032	MY LOVE U BY DOTS
Serial Number:	85058030	MY LOVE UNIVERSITY BY DOTS
Serial Number:	76505806	RAG
Serial Number:	85158363	SEXY IN BLACK
Serial Number:	85158873	STYLES & BEATS
Serial Number:	85158361	SWIRL
Serial Number:	77842620	LADY D

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216-622-8200  
Email: ipdocket@calfee.com  
Correspondent Name: Carol A. Costanza  
Address Line 1: c/o Calfee, Halter & Griswold LLP  
Address Line 2: 800 Superior Avenue, Suite 1400  
Address Line 4: Cleveland, OHIO 44114-2688

ATTORNEY DOCKET NUMBER:	34585/04000
NAME OF SUBMITTER:	Carol A. Costanza
Signature:	/cac/
Date:	02/07/2011

Total Attachments: 7  
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**TRADEMARK**

ASSIGNMENT OF SECURITY IN INTELLECTUAL PROPERTY

WHEREAS, DOTS, LLC, a Delaware limited liability company, IPC/DOTS LLC, a Delaware limited liability company and DOTS GIFT LLC, an Ohio limited liability company (each individually and collectively, the "Assignor") (i) have adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), (ii) holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule B, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"), and (iii) holds all right, title and interest in the copyrights listed on the annexed Schedule C, which copyrights are registered in the United States Copyright Office (the "Copyrights"), in each case to the extent constituting Collateral;

WHEREAS, each Assignor, has entered into a Security Agreement, dated January 3, 2011 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"), in favor of KeyBank National Association, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, Patents and Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof in each case to the extent constituting Collateral (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, assign, and grant to the Assignee for the ratable benefit of the lenders a continuing security interest in the IP Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

Notwithstanding the foregoing, no security interest shall be deemed granted, and the IP Collateral shall not include, any Trademark application filed on an intent to use basis until such time, if any, as a statement of use is filed and accepted, at which time the security interest granted hereunder shall attach immediately.

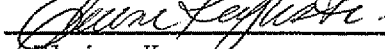
Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the IP Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the provisions of this Assignment and the Security Agreement, the Security Agreement shall govern.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 3, 2011

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the  
2 day of JANUARY, 20 11.

**DOTS, LLC**

a Delaware limited liability company

By:   
Name: Elaine Kapusta  
Title: Chief Financial Officer


**IPC/DOTS LLC**

a Delaware limited liability company

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

**DOTS GIFT LLC**

an Ohio limited liability company

By:   
Name: Elaine Kapusta  
Title: Chief Financial Officer

*Signature Page to*

*Assignment for Security in Intellectual Property*

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the  
2 day of JANUARY, 2011.

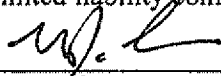
**DOTS, LLC**

a Delaware limited liability company

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

**IPC/DOTS LLC**

a Delaware limited liability company

By:   
Name: Matthew Turner  
Title: Secretary

**DOTS GIFT LLC**

an Ohio limited liability company

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

*Signature Page to*

*Assignment for Security in Intellectual Property*

**SCHEDULE A**

**TRADEMARKS**

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date/Number</u>
Dots, LLC	ALL THE TRENDS...NONE OF THE PRICES	2671893 1/7/2003
Dots, LLC	BOBBI GEE	1304292 11/6/1984
Dots, LLC	BOBBI GEE (Stylized) <i>bobbi gee</i>	1304293 11/6/1984
Dots, LLC	DOTS <i>dots</i>	3569718 2/3/2009
Dots, LLC	DOTS	2948 5/10/2005
Dots, LLC	DOTS	2568849 5/14/2002
Dots, LLC	DOTS & Design <i>dots</i>	1502671 8/30/1988
Dots, LLC	DOTS.COM	2768884 9/30/2003
Dots, LLC	DOTS LOVE THE LOOKS. LOVE THE PRICES	3729867 12/22/2009
Dots, LLC	JOY TO THE GIRL	3163291 10/24/2006
Dots, LLC	LOVE THE LOOKS. DOTS.	3785217 5/4/2010
Dots, LLC	MKM	2748444 8/5/2003
Dots, LLC	MKM	2450264 5/8/2001
Dots, LLC	MKM	2051546 4/8/1997
Dots, LLC	R.A.G. & Design <i>r.a.g</i>	2901881 11/9/2004
Dots, LLC	RAG & DESIGN <i>RAG</i>	2955189 5/24/2005
Dots, LLC	SEXY IN BLACK	3846251 9/7/2010
Retail Apparel Group, Inc.	RETAIL APPAREL GROUP <i>RETAIL APPAREL GROUP</i>	1601518 6/12/1990

**TRADEMARK APPLICATIONS**

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Serial Number/Filing Date</u>
Dots, LLC	BLOOM BY DOTS	85158365 10/21/2010
Dots, LLC	MY LOVE	77796376 8/4/2009
Dots, LLC	MY LOVE U BY DOTS	85058032 6/9/2010
Dots, LLC	MY LOVE UNIVERSITY BY DOTS	85058030 6/9/2010
Dots, LLC	RAG	76505806 4/11/2003
Dots, LLC	SEXY IN BLACK	85158363 10/21/2010
Dots, LLC	STYLES & BEATS	85158873 10/22/2010
Dots, LLC	SWIRL	85158361 10/21/2010
Dots, LLC	LADY D	77842620 10/6/2009

**SCHEDULE B**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.



**SCHEDULE C**

**COPYRIGHTS**

<u>Name of Grantor</u>	<u>Copyright</u>	<u>Registration Date</u>	<u>Registration Number</u>
Dots, LLC	Dots Diva Portrait	12/16/09	VA1696432

**COPYRIGHT APPLICATIONS**

None.