

07-14-2000

MRD 618100

REC



TO: The Commissioner of Patents and Trade.

101405044

1 document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

* SEE EXHIBIT A ANNEXED HERETO

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

07/13/2000 DMGUYEN 00000062 75504757

01 FC:481 40.00 OP
02 FC:482 800.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002108 FRAME: 0863

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)
SEE EXHIBIT B ANNEXED HERETO

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)
SEE EXHIBIT B ANNEXED HERETO

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SHARON KAY MILLER

Name of Person Signing



Signature



Date

EXHIBIT A
TO
RECORDATION COVER SHEET
TRADEMARKS ONLY

Additional Names and Addresses of Debtors:

dELiA*s OPERATING COMPANY

dELiA*s PROPERTIES INC.

dELiA*s RETAIL COMPANY

SCREEEM! INC.

STORYBOOK INC.

TSI SOCCER CORPORATION

TSI RETAIL COMPANY

EXHIBIT B

TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS

75/504,757

2,255,951

75/528,641

2,227,432

75/528,643

2,084,854

75/528,642

2,104,334

2,169,351

2,204,160

2,011,083

2,076,125

2,162,324

1,997,643

1,943,039

1,908,572

2,171,631

2,092,322

2,326,559

2,243,548

2,255,952

2,228,738

2,226,112

2,089,366

1,435,045

EXHIBIT B

(Page 2)

TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS

2,151,641

1,933,220

1,806,551

2,140,655

1,742,020

1,641,786

1,950,207

2,326,559

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. DATE: April 28, 2000

**PARTIES: Names and Addresses
of Debtors:**

dELiA*s INC.
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

dELiA*s DISTRIBUTION COMPANY
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

dELiA*s FOREIGN SALES CORPORATION
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

dELiA*s OPERATING COMPANY
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

dELiA*s PROPERTIES INC.
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

dELiA*s RETAIL COMPANY
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

SCREEEM! INC.
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

STORYBOOK INC.
333 Hatch Drive
Foster City, CA 94404
Attention: President

TSI SOCCER CORPORATION
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

TSI RETAIL COMPANY
435 Hudson Street
New York, NY 10014
Attention: Evan Guilleman

Secured Party: **CONGRESS FINANCIAL CORPORATION**

Secured Party Address: 1133 Avenue of the Americas
New York, New York 10036

RECITALS

A. Secured Party and Debtors are parties to the Amended and Restated Credit Agreement, dated of even date herewith (as such Credit Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Credit Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"), pursuant to which Secured Party is making a loan to Debtors on a revolving credit basis.

B. It is a condition precedent to the Credit Agreement that Debtors shall have entered into this Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") granting Secured Party a security interest in the collateral described in this IP Agreement as security for payment of funds advanced to Debtors under the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined below) to Secured Party, Debtors hereby represent, warrant, covenant and agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations, each Debtor hereby grants to Secured Party a security interest in, and hereby confirms, reaffirms and restates its prior grant to Pledgee (as assignee of First Union National Bank ("FUNB")) under the Existing Pledge Agreement (as hereinafter further defined) of a security interest in, all of such Debtor's right, title and interest in, to and under the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trade Secrets Collateral and the Trademark Collateral (each as defined below), now or hereafter existing, created, acquired or held, if any (all of which shall collectively be called the "Intellectual Property Collateral"). As used herein:

"Computer Hardware and Software Collateral" means:

(a) all of any Debtor's: computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by any Debtor;

(c) all firmware associated with the property described in clauses (a) and (b) of this definition;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c);

(e) the specific collateral set forth in Exhibit A attached hereto; and

(f) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of any Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of any Debtor, whether under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Debtors' right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, those set forth on Exhibit B

attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit B, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Patent Collateral” means:

(a) all of any Debtor’s letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit C);

(b) all patent licenses of any Debtor (whether as licensee or licensor);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

“Trade Secrets Collateral” means all common law and statutory trade secrets and all other confidential or proprietary or useful information of any Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of any Debtor (all of the foregoing being collectively called a “Trade Secret”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of any Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

“Trademark Collateral” means:

(a) all of any Debtor’s: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing

anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country (current trademarks are listed on Exhibit D);

(b) all Trademark licenses (whether as licensee or licensor);

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by any Debtor to Secured Party, including principal, interest, charges, fees, premiums, indemnities, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise whether arising under the Credit Agreement, this IP Agreement or otherwise, whether no existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Credit Agreement or after the commencement of any case with respect to any Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. Acknowledgment and Restatement.

(a) Each Debtor hereby acknowledges, confirms and agrees that the Intellectual Property Security Agreement, dated December 7, 1998, by and among FUNB and Debtors (the "Existing IP Security Agreement") is in full force and effect as of the date hereof, and its obligations thereunder, subject to the terms of the Existing IP Security Agreement and the other

Existing Agreements, are unconditionally owing to FUNB, without offset, defense or counterclaim of any kind, nature or description whatsoever.

(b) Each Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have as security interest in and lien upon the Collateral heretofore granted to Secured Party as assignee of FUNB (including the Intellectual Property Collateral) pursuant to the Existing IP Security Agreement to secure the Obligations as well as any Collateral granted hereunder or otherwise granted to or held by Secured Party and liens and security interests of Secured Party in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether directly to Secured Party or to Secured Party as assignee of FUNB of the Existing IP Security Agreement or otherwise.

(c) Except as otherwise stated in Section 3(b) above or this Section 3(c), as of the date hereof, the terms, conditions, covenants, agreements, representations and warranties set forth in the Existing Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded by the terms, conditions, covenants, agreements, representations and warranties set forth in this IP Agreement, except that nothing contained herein or in any of the other Financing Agreements shall impair or adversely affect the continuation of the liability of Debtors for the Obligations heretofore incurred and the security interests, liens and other collateral interests heretofore granted, pledged and/or assigned by each to Debtor to Secured Party (whether directly to Secured Party or to Secured Party as assignee of FUNB or otherwise).

4. Authorization and Request. Each Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

5. Covenants and Warranties. Each Debtor represents, warrants, covenants and agrees as follows:

(a) Such Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except for those created hereunder, except for Debtor's rights in Intellectual Property Collateral licensed by such Debtor from third parties (which are limited by the terms and conditions of the applicable license agreements) and except as otherwise permitted in Section 7.7 of the Credit Agreement;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement to which any Debtor is bound, and this IP Agreement constitutes the grant of a security interest;

(c) During the term of this IP Agreement, no Debtor will transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral, except as permitted by the Credit Agreement;

(d) Each Debtor agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B, C or D hereto, Debtors shall execute the form of Notice appended hereto as Schedule 1 (each, a "Notice") with respect to any Patent, Trademark or Copyright Collateral now owned or hereafter acquired, and shall deliver it to Secured Party for recording in the Patent and Trademark Office or Copyright Office so as to formally record this IP Agreement;

(e) Each Debtor shall promptly advise Secured Party of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any ownership right of any Debtor in or to any Trademark, Patent, Copyright, or other Intellectual Property Collateral specified in this IP Agreement and any abandonment, forfeiture or dedication to the public of the Computer Hardware and Software, Trademark, Patent, Copyright and other Intellectual Property Collateral specified in this IP Agreement;

(f) Each Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademark, Patent, Copyright and other Intellectual Property Collateral, (ii) apply for registration of non-registered Hardware and Software, Patent, Trademark and Copyright Collateral as such are created, adopted or used and shall diligently prosecute such applications, (iii) use its reasonable best efforts to detect infringements of the Trademark, Patent, Copyright and other Intellectual Property Collateral and promptly advise Secured Party in writing of material infringements detected, (iv) not forego any right to protect and enforce rights to material Trademark, Patent, Copyright or other Intellectual Property Collateral, and (v) not allow any material Trademark, Patent, Copyright, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(g) Each Debtor shall promptly notify Secured Party of all after-acquired, hereafter owned or developed: (i) Trademark Collateral, Patent Collateral and Copyright Collateral or (ii) other Intellectual Property Collateral which is material to its business. Each Debtor shall promptly notify Secured Party of any filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Debtors;

(h) Each Debtor shall take such actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Intellectual Property Collateral;

(i) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral this IP Agreement will create at the time any Debtor first has rights in such after-acquired Intellectual Property Collateral, in favor of Secured Party, a valid and, upon making the filings referred to in clause (j) below, a perfected first priority security interest in the Intellectual Property Collateral securing the payment and performance of the Obligations;

(j) Except for, and upon, the filings (i) with the United States Patent and Trademark Office with respect to the Patents and Trademark Collateral and (ii) the Register of Copyrights with respect to the Copyright Collateral, that are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either: (i) for the grant by Debtors of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Debtors or (ii) for the perfection of the security interests granted hereby or the exercise by Secured Party of its rights and remedies thereunder;

(k) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of any Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) No Debtor shall enter into any agreement that would materially impair or conflict with such Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. No Debtor shall permit the inclusion in any contract to which it becomes a party of any provisions that would reasonably be expected in any way to prevent the creation of a security interest in such Debtor's rights and interest in any Intellectual Property Collateral that may be acquired by such Debtor under such contract;

(m) No Debtor shall take any action, or enter into any license, royalty, assignment or other agreement which is inconsistent with such Debtor's obligations under this IP Agreement and each Debtor shall give the Secured Party thirty (30) days' prior written notice of any proposed license, royalty, assignment or other agreement; and

(n) Upon any executive officer of any Debtor obtaining actual knowledge thereof, such Debtor will promptly notify Secured Party in writing of any event that materially adversely affects: (i) the value of any material Intellectual Property Collateral, (ii) the ability of such Debtor to dispose of any material Intellectual Property Collateral and (iii) the rights and remedies of Secured Party in relation thereto, including without limitation the levy of any legal process against any of the Intellectual Property Collateral.

(o) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit E annexed hereto for the implementation of the assignment, sale

or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

6. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Debtors' sole expense, any actions that any Debtor is required to take under this IP Agreement but which such Debtor fails to take, after ten (10) days' notice of such failure to such Debtor. Debtors shall reimburse and indemnify Secured Party for all costs and expenses incurred in the exercise of its rights under this Section 6.

7. Responsibility of Debtors. In furtherance and not in limitation of the other provisions of this Section 7, Secured Party shall have no duty or responsibility with respect to the Intellectual Property Collateral or its preservation. Each Debtor acknowledges and agrees that it has reviewed the terms of this IP Agreement with counsel of its choosing and that such Debtor has determined that neither execution, delivery nor performance of this IP Agreement by such Debtor or by the Secured Party will in any way impair the Intellectual Property Collateral or Debtors' right, title and interest therein, subject to the purpose of this IP Agreement, which is to impose a lien thereon in favor of Secured Party.

8. Conduct of Business; Inspection Rights. In order to preserve and protect the goodwill associated with the Trademarks, each Debtor covenants and agrees that it shall maintain the quality of the products and services sold under or in connection with the Intellectual Property Collateral in accordance with its current business practices as of the date hereof and, shall not at any time permit any material impairment of the quality of said products and services, and will provide the Secured Party from time to time upon request with a certificate signed by an officer of such Debtor to such effect in the officer's good faith opinion. Each Debtor hereby grants to the Secured Party and its employees and agents the right to visit such Debtor's (or its affiliates') plants and facilities that manufacture, provide, inspect or store products or services sold under any of the Trademark Collateral, and to inspect the products and quality control records relating thereto, at reasonable times during regular business hours and upon reasonable advance written notice. Each Debtor shall do any and all acts reasonably required by the Secured Party to ensure such Debtor's compliance with this Section 8. Each Debtor hereby grants to Secured Party and its employees, representatives and agents all of such Debtor's right, during reasonable hours upon prior reasonable written notice to such Debtor, to visit such Debtor, and any of such Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to such Debtor and as often as may be reasonably requested. The foregoing provisions of this Section 8 shall become applicable to each Debtor at such time as such Debtor has developed products and services capable of being sold to the public.

9. Further Assurances; Attorney in Fact.

(a) On a continuing basis, and at Debtors' sole expense, each Debtor shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to create, preserve, continue, charge, validate or perfect Secured Party's security interest in all Computer Hardware and Software, Copyright, Patent, Trademark, and other Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Each Debtor hereby irrevocably appoints Secured Party as such Debtor's attorney-in-fact, with full authority in the place and stead of such Debtor and in the name of such Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon such Debtor's failure or inability to do so, to take any action and/or to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this IP Agreement, including without limitation:

(i) the modification, in its sole discretion, of this IP Agreement without first obtaining Debtors' approval of or signature to such modification by amending any Exhibit hereof, as appropriate, to include reference to any right, title or interest in any Copyright, Patent, Trademark, and/or other Intellectual Property Collateral acquired by any Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark, and/or other Intellectual Property Collateral in which a Debtor no longer has or claims any right, title or interest, provided that Secured Party shall deliver to dELiA*s Inc., on behalf of Debtors, written notice of such modification within a reasonable time after such modification;

(ii) the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of the applicable Debtor where permitted by law; and

(iii) upon the occurrence and during the continuance of an Event of Default, the endorsement of such Debtors' name on all applications, documents, papers and instruments as is necessary for the Secured Party to use the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, including the goodwill and equipment associated therewith, to Secured Party or any third person.

(c) This power of attorney, being coupled with an interest, shall be irrevocable for the life of this IP Agreement.

10. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, each Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law, including without limitation the right to require any or all Debtors to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty-free license to use the Copyright, Patent, Trademark, and other Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtors will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Upon the occurrence and continuance of an Event of Default, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without advertisement, require any or all Debtors to assign of record the Intellectual Property Collateral to Secured Party (or its assignees), and beneficially sell at public or private sale or otherwise realize upon the whole, or from time to time any part, of the Intellectual Property Collateral and the goodwill associated therewith or any interest which any or all Debtors have therein, and after deducting from the proceeds of said sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Credit Agreement shall be paid over to the Debtors. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to Debtors unless otherwise required by law (and if notice is required by law, it shall be given ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which the Debtors hereby agree shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, the Secured Party or any assignee of the Secured Party or Participant under the Credit Agreement may, to the extent permissible under applicable law, purchase the whole or any part of or interest in the Intellectual Property Collateral sold, free from any right of redemption on the part of any Debtor, which right is hereby waived and released.

11. Conduct of Business After Event of Default. The parties understand and agree that the collateral assignment with respect to the Intellectual Property Collateral as provided for in this IP Agreement will and is intended to permit the Secured Party and its successors and assigns, upon the occurrence and continuance of an Event of Default, to take title to and make use of all rights to the Intellectual Property Collateral and to carry on the business of Debtors.

12. Deficiency. If proceeds referred to in Section 10(b) above are insufficient to pay the Obligations in full, Debtors shall, jointly and severally, continue to be liable for the entire deficiency.

13. Indemnity.

(a) Each Debtor agrees to defend, indemnify and hold harmless Secured Party and its directors, officers, employees, and agents from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, including without limitation, the assignment of the Intellectual Property Collateral, the use of the Intellectual Property Collateral, the alleged infringement by the Secured Party of the intellectual property rights of others, any infringement action or other claim relating to the Intellectual Property Collateral or enforcement of the terms hereof (all of which shall collectively be called the "Transactions") and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of the Transactions under this IP Agreement (including without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

(b) Each Debtor also agrees to defend, indemnify and hold harmless Secured Party and each of its directors, officers, employees and agents, on demand, from and against any and all losses, claims, obligations, damages, fees, costs, liabilities, expenses or disbursements of any kind and nature whatsoever (including but not limited to reasonable fees and disbursements of counsel, interest, penalties, and amounts paid in settlement) incurred by the Secured Party in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral.

14. Release of Security Interest. At such time as Debtors shall completely and finally satisfy all of the Obligations secured hereunder, and there shall exist no continuing liability of Debtors with respect to the Obligations secured hereunder, then upon the written request of Debtors, Secured Party shall release its security interest in the Intellectual Property Collateral and execute and deliver to Debtors all UCC-3 termination statements or other instruments evidencing such release as may be requested by Debtors.

15. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Assigns. This IP Agreement shall be binding upon each Debtor and its respective successors and permitted assigns, but shall not be assignable by any Debtor, and shall inure to the benefit of Secured Party.

17. Amendments. This IP Agreement may be amended only by a written instrument signed by all parties hereto, except as specifically provided under Section 9 hereof.

18. Counterparts. This IP Agreement may be executed in two or more counterparts, and each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

19. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of New York, without reference to conflicts of law principles.

20. Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement, except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtors and has delivered a copy (i) to Debtors, (ii) to the affiliates of the Secured Party, (iii) to prospective transferee or purchasers of an interest in the Obligations secured hereby, and (iv) as may be required in connection with the examination, audit or similar investigation of Secured Party.

21. Severability. The provisions of this IP Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause of provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

22. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Debtors:

dELiA*s INC

By:



Name: Timothy B. Schmidt
Title: Senior Vice President.

dELiA*s DISTRIBUTION COMPANY

By:



Name: Timothy B. Schmidt
Title: Senior Vice President.

dELiA*s FOREIGN SALES CORPORATION

By:



Name: Timothy B. Schmidt
Title: Senior Vice President.

dELiA*s OPERATING COMPANY

By:



Name: Timothy B. Schmidt
Title: Senior Vice President

dELiA*s PROPERTIES INC

By:

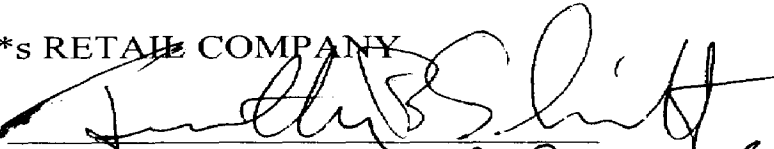


Name: Timothy B. Schmidt
Title: Senior Vice President.

[SIGNATURES CONTINUED ON THE NEXT PAGE]


dELiA*s RETAIL COMPANY

By:


Name: Timothy B. Schmidt
Title: Senior Vice President.


SCREEEM! INC.

By:


Name: Timothy B. Schmidt
Title: Senior Vice President.

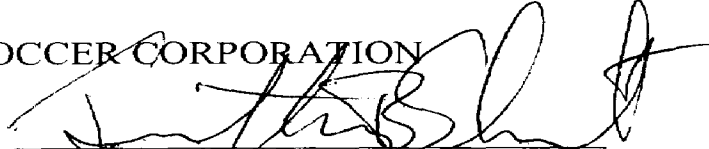
STORYBOOK INC.

By:


Name: Timothy B. Schmidt
Title: Senior Vice President.

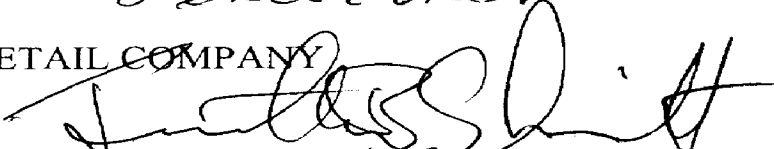
TSI SOCCER CORPORATION

By:


Name: Timothy B. Schmidt
Title: Senior Vice President.

TSI RETAIL COMPANY

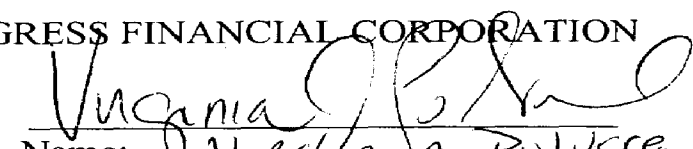
By:


Name: Timothy B. Schmidt
Title: Senior Vice President.

Secured Party:

CONGRESS FINANCIAL CORPORATION

By:


Name: VIRGINIA PULVORA
Title: FIRST VICE President

STATE OF NEW YORK)

:ss.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 28 day of April 2000, by Timothy B. Schmidt, the SVP of dELiA*s Inc., dELiA*s Distribution Company, dELiA*s Foreign Sales Corporation, dELiA*s Operating Company, dELiA*s Properties Inc., dELiA*s Retail Company, Screem! Inc., Storybook Inc., TSI Soccer Corporation, and TSI Retail Company, on behalf of each corporation.

[seal]


NOTARY PUBLIC

SHARON KAY MILLER
Notary Public, State of New York
No. 41-4922738
Qualified in Queens County
Commission Expires April 4, 2000

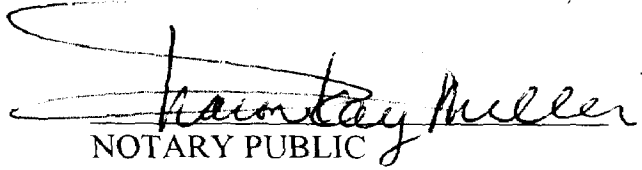
STATE OF NEW YORK)

SS.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 28 day of April, 2000, by Virginia P. Iveretti, a First Vice Pres of CONGRESS FINANCIAL CORPORATION, a national banking association, on behalf of the bank

[seal]


NOTARY PUBLIC

SHARON KAY MILLER
Notary Public, State of New York
No. 41-4922738
Qualified in Queens County
Commission Expires April 4, 2000

EXHIBIT "A"

HARDWARE AND SOFTWARE

DESCRIPTION OF HARDWARE AND SOFTWARE COLLATERAL

<u>Vendor</u>	<u>Name of Item</u>	<u>Description</u>
Smith-Gardner Associates	MACS II software	catalog management system software
STS	Storeworks and related software	retail management system software

EXHIBIT "B"

COPYRIGHT COLLATERAL

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OR COPYRIGHT (IF DIFFERENT FROM DEBTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF DEBTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR)</u>
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NONE.

EXHIBIT "C"

PATENT COLLATERAL

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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None.

EXHIBIT "D"

TRADEMARK COLLATERAL

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
10 SPEED	United States	75/307,920	2,255,951	Registered
CONTENTS	United States	75/323,129	2,227,432	Registered
Daisy Design	United States	75/038,789	2,084,854	Registered
Daisy Design	Japan	08-138746	4161941	Registered
Daisy Design	Japan	08-138477	4190968	Registered
Daisy Design	Japan	08-138478	4125846	Registered
Daisy Design	Canada	851,637	502,668	Registered
Daisy Design	United States	75/976,254	2,104,334	Registered
DELIA'S	United States	75/277,416	2,169,351	Registered
DELIA'S	China	970087658	1215979	Published
DELIA'S	Hong Kong	11911/97	8233	Registered
DELIA'S	Hong Kong	11912/97	2513	Registered
DELIA'S	Hong Kong	11913/97	2514	Registered
DELIA'S	New Zealand	280488	280488	Registered
DELIA'S	New Zealand	280487	B280487	Registered
DELIA'S	New Zealand	280489	B280489	Registered
DELIA'S	South Africa	9711754		Pending
DELIA'S	South Africa	9711755		Pending

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
DELIA'S	South Africa	9711756		Pending
DELIA'S (STYLIZED)	United Kingdom	2144536		Published
DELIA'S (WORD MARK)	United Kingdom	2144538		Published
DELIA*S	United States	75/644,794	2,204,160	Registered
DELIA*S	United States	74/644,795	2,011,083	Registered
DELIA*S	United States	74/644,799	2,076,125	Registered
DELIA*S	United States	74/644,798	2,162,324	Registered
DELIA*S	United States	74/644,797	1,997,643	Registered
DELIA*S	United States	74/644,800	1,943,039	Registered
DELIA*S	United States	74/505,280	1,908,572	Registered
DELIA*S	United States	75/056,360	2,171,631	Registered
DELIA*S	United States	75/976,281	2,092,322	Registered
DELIA*S (STYLIZED LOGO)	Canada	849,008	506,959	Registered
DELIA*S (STYLIZED)	Japan	7-98372	4097175	Registered
DELIA*S (STYLIZED)	Japan	7-98373		Pending
DELIA*S (Stylized) in Katakana	Japan	08-138474	4190967	Registered
DELIA*S (Stylized) in Katakana	Japan	08-138475	4148465	Registered

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
DELIA*S AND DESIGN	Japan	08-138473		Pending
DELIA*S LOGO	Australia	725053	725053	Registered
DISCOUNT DOMAIN	United States	75/504,757		Published
DOT DOT DASH	United States	75/684,663	2,326,559	Registered
SPILL	United States	75/307,924	2,243,548	Registered
SPILL	United States	75/307,921	2,255,952	Registered
TEST KITCHEN	United States	75/451,326	2,228,738	Registered
TWINK	United States	75/439,572	2,226,112	Registered
AFTER THE STORK	United States	75/181,919	2,089,366	Registered
AFTER THE STORK	Canada	828,776	482,725	Registered
AFTER THE STORK & DESIGN	United States	73/608,327	1,435,045	Registered
AMERICAN ROCKET	United States	75/016,504	2,151,641	Registered
DROOG	United States	75/528,641		Allowed
DROOG	United States	75/528,643		Allowed
DROOG	United States	75/528,642		Allowed
JEAN COUNTRY	United States	74/608,765	1,933,220	Registered
JUST FOR KIDS	United States	74/307,000	1,806,551	Registered
SCREEEM	United States	75/214,613	2,140,655	Registered

STORYBOOK HEIRLOOMS	United States	74/009,165	1,742,020	Registered
STORYBOOK HEIRLOOMS	Canada	874,278		Published
STORYBOOK HEIRLOOMS	Japan	10-31634		Pending
STORYBOOK HEIRLOOMS (166)	United States	75/009,166	1,641,786	Registered
STORYBOOK HEIRLOOMS (402)	United States	74/529,402	1,950,207	Registered
THE STORK	Canada	834,310	484,264	Registered
DOT DOT DASH	U.S.	75/684,663	2,326,559	Registered
SCREEEM	Japan	10-102362	4335901	Registered

EXHIBIT E
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ("Debtors"), having an office at 435 Hudson Street, New York, New York 10014 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION ("Secured Party"), and each of their officers, their true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtors:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtors in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, among Debtors and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April __, 2000

dELiA*s INC.
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

[SIGNATURES CONTINUED ON THE NEXT PAGE]

dELiA*s DISTRIBUTION COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s FOREIGN SALES CORPORATION
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s OPERATING COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s PROPERTIES INC.
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s RETAIL COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

SCREEEM! INC.
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

STORYBOOK INC.
333 Hatch Drive
Foster City, CA 94404

By: _____
Name:
Title:

TSI SOCCER CORPORATION
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

TSI RETAIL COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

SCHEDULE 1

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated the ___ day of _____, 2000 by dELiA*s INC. ("dELiA*s"), a Delaware corporation, having an address at 435 Hudson Street, New York, NY 10014 and each of the other corporations set forth on the signature pages hereto (collectively, "Debtors") to and in favor of CONGRESS FINANCIAL CORPORATION, a Delaware corporation having offices at 1133 Avenue of the Americas, New York, New York 10036 ("Secured Party"), under a certain Amended and Restated Credit Agreement, dated of even date herewith, among Debtors and Secured Party (as may be amended from time to time, the "Credit Agreement").

WHEREAS, Debtors are the owners of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto; and

WHEREAS, Secured Party has agreed to extend certain credit to Debtors on a revolving basis under the Credit Agreement on the condition that the Debtors pledge and grant to Secured Party as collateral for Obligations (as defined in the IP Agreement described below) a security interest and lien in and to such Intellectual Property Collateral and application therefor described above, including the registrations thereof, the goodwill associated therewith and all other related claims and rights (the "IP") as more fully described in a certain Intellectual Property Security Agreement by Debtors in favor of Secured Party dated April __, 2000 (the "IP Agreement");

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Debtors hereby pledge, grant and collaterally assign to Secured Party a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and give notice of such security interest and the existence of such IP Agreement providing therefor.

Executed as of the date first above written.

dELiA*s INC.
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

[SIGNATURES CONTINUED ON THE NEXT PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

dELiA*s DISTRIBUTION COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s FOREIGN SALES CORPORATION
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s OPERATING COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

[SIGNATURES CONTINUED ON THE NEXT PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

dELiA*s PROPERTIES INC.
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

dELiA*s RETAIL COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

SCREEEM! INC.
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

[SIGNATURES CONTINUED ON THE NEXT PAGE]

STORYBOOK INC.
333 Hatch Drive
Foster City, CA 94404

By: _____
Name:
Title:

TSI SOCCER CORPORATION
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

TSI RETAIL COMPANY
435 Hudson Street
New York, NY 10014

By: _____
Name:
Title:

STATE OF NEW YORK)

:SS.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of April 2000, by _____, the _____ of dELiA*s Inc., dELiA*s Distribution Company, dELiA*s Foreign Sales Corporation, dELiA*s Operating Company, dELiA*s Properties Inc., dELiA*s Retail Company, Screeem! Inc., Storybook Inc., TSI Soccer Corporation, and TSI Retail Company, on behalf of each corporation.

[seal]

NOTARY PUBLIC