

03-20-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101641146

1-8-01

TO: The Commissioner of Patents and

original 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
 11/20/2000
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

76131025

- 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

01/09/2001 ANMED1 00000049 76131025

01 FC:481 40.00 OF
02 FC:482 275.00 OF

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: 002253 FRAME: 0468

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 A 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 A 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.

Todd Weil

Name of Person Signing

Signature

Date

Exhibit A

Exhibit A
ITURF, INC.

Trademark Report by Mark

Printed: 11/2/00

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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GURL

UNITED STATES	39460021US	9/19/00	76/131,025			PENDING	25
25 - Clothing, namely t-shirts.							
UNITED STATES	39460023US	9/19/00	76/131,026			PENDING	42
42 - Computer services, namely, providing on-line general interest magazine; providing a general information interactive computer database.							

GURL & Design

UNITED STATES	39460022US	9/19/00	76/131,027			PENDING	25
25 - Clothing, namely t-shirts.							

ITURF

UNITED STATES	39460005US	2/5/99	75/635,745	2/15/00	2,319,153	REGISTERED	42,35
42 - Computer services, namely, providing an on-line magazine of general interest to teenage girls and providing websites featuring links to third party sites for shopping, information retrieval and entertainment.							
35 - Electronic retail services in the field of clothing, footwear, accessories, cosmetics and home furnishings.							
UNITED STATES	39460006US	2/5/99	75/635,746			ALLOWED	25
25 - Clothing, namely shirts, pants and hats.							
UNITED STATES	39460016US	6/26/00	76/077,252			PENDING	42
42 - Computer services, namely, providing multi-user access to a global computer network for accessing third party and proprietary sites for shopping, information retrieval and entertainment							

KID'S TURF

UNITED STATES	39460007US	10/17/96	75/182,885			ABANDONED	25
25 - -							

ONTAP.COM

UNITED STATES	39460018US	5/12/00	76/047,766			PENDING	41
41 - On-line services, namely providing entertainment services and information over a global computer network.							

PIMPIN' CUPID

UNITED STATES	39460014US	3/14/00	75/943,991			PENDING	42
42 - On-line services, namely providing information and interactive services relating to friendship, relationships and attraction.							

SPARKNOTES

UNITED STATES	39460015US	3/14/00	75/943,989			PENDING	41
41 - On-line educational services, namely, providing information and analysis of literary works and providing on-line study guides.							

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UNITED STATES	39460012US	3/14/00	75/943,990			PENDING	42
42 - On-line services, namely, providing an on-line community for college students, providing information and content on a variety of topics of interest to college students, and operating chat room and e-mail services.							

THESPAK.COM AND DESIGN

UNITED STATES	39460013US	3/14/00	75/943,992			PENDING	42
42 - On-line services, namely, providing an on-line community for college students, providing information and content on a variety of topics of interest to college students, and operating chat room and e-mail services.							

END OF REPORT

TOTAL ITEMS SELECTED = 12

** TOTAL PAGE.02 **

TRADEMARK
REEL: 002253 FRAME: 0470

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. DATE: November 20, 2000

PARTIES: Names and Addresses of Debtor: **dELiA*s CORP.**
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, dELiA*s Group Inc., formerly known as dELiA*s Inc. ("dELiA*s") and certain subsidiaries of dELiA*s and Debtor are parties to the Amended and Restated Credit Agreement, April 28, 2000 (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 Borrowers on a revolving credit basis.

B. It is a condition precedent to the effectiveness of Amendment No. 3 to the Amended and Restated Credit Agreement, dated of an even date herewith by and among Secured Party and Borrowers (including Debtor and iTurf Finance Company) that Debtor shall have entered into this 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 Borrowers 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, Debtor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations, Debtor hereby grants to Secured Party a security interest in, all of 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 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 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 Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of Debtor, whether under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Debtor's 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 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 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 Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of 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 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 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 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 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 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. Authorization and Request. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

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

(a) 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 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 Debtor is bound, and this IP Agreement constitutes the grant of a security interest;

(c) During the term of this IP Agreement, Debtor shall not transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral, except as permitted by the Credit Agreement;

(d) Debtor agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B, C or D hereto, Debtor 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) 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 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) 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, (ii) 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, (iii) not forego any right to protect and enforce rights to material Trademark, Patent, Copyright or other Intellectual Property Collateral, and (iv) 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) 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. 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 Debtor;

(h) 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 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 Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Debtor 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 Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not 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 Debtor's rights and interest in any Intellectual Property Collateral that may be acquired by Debtor under such contract;

(m) Debtor shall not take any action, or enter into any license, royalty, assignment or other agreement which is inconsistent with Debtor's obligations under this IP Agreement and 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 Debtor obtaining actual knowledge thereof, 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 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) 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.

5. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required to take under this IP Agreement but which Debtor fails to take, after ten (10) days' notice of such failure to Debtor. Debtor shall reimburse and indemnify Secured Party for all costs and expenses incurred in the exercise of its rights under this Section 5.

6. Responsibility of Debtor. In furtherance and not in limitation of the other provisions of this Section 6, Secured Party shall have no duty or responsibility with respect to the Intellectual Property Collateral or its preservation. Debtor acknowledges and agrees that it has reviewed the terms of this IP Agreement with counsel of its choosing and that Debtor has determined that neither execution, delivery nor performance of this IP Agreement by Debtor or by the Secured Party will in any way impair the Intellectual Property Collateral or Debtor's 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.

7. Conduct of Business; Inspection Rights. In order to preserve and protect the goodwill associated with the Trademarks, 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 (other than any action permitted under the Credit Agreement which may adversely affect the following marks so long as such mark does not appear on, or is otherwise not affixed to or incorporated in, any Inventory or is necessary in connection with the Records of Debtor: (a) the trademark "iTurf" and the domain name "iTurf.com", (b) the trademark "gURL" and the domain name "gurl.com", (c) the trademark "discount domain" and the domain name "discountdomain.com", (d) all logos and graphic designs associated with the foregoing trademarks and domain names, and (e) any domain name registered by Debtor but no longer used in its business that has a value of less than \$100,000) and will provide the Secured Party from time to time upon request with a certificate signed by an officer of Debtor to such effect in the officer's good faith opinion. Debtor hereby grants to the Secured Party and its employees and agents the right to visit 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. Debtor shall do any and all acts reasonably required by the Secured Party to ensure Debtor's compliance with this Section 7. Debtor hereby grants to Secured Party and its employees, representatives and agents all of Debtor's right, during reasonable hours upon

prior reasonable written notice to Debtor, to visit Debtor, and any of 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 Debtor and as often as may be reasonably requested. The foregoing provisions of this Section 7 shall become applicable to Debtor at such time as Debtor has developed products and services capable of being sold to the public.

8. Further Assurances; Attorney in Fact.

(a) On a continuing basis, and at Debtor's sole expense, 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) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon 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 Debtor's 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 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 Debtor no longer has or claims any right, title or interest, provided that Secured Party shall deliver to dELiA*s Inc., on behalf of Debtor, 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 Debtor where permitted by law; and

(iii) upon the occurrence and during the continuance of an Event of Default, the endorsement of Debtor's 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.

9. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, 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 Debtor 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. Debtor 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 Debtor 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 Debtor 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 Debtor. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to Debtor 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 Debtor hereby agrees 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 Debtor, which right is hereby waived and released.

10. 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 Debtor.

11. Deficiency. If proceeds referred to in Section 9(b) above are insufficient to pay the Obligations in full, Debtor shall continue to be liable for the entire deficiency.

12. Indemnity.

(a) 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) 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.

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

14. 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.

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

16. Amendments. This IP Agreement may be amended only by a written instrument signed by all parties hereto, except as specifically provided under Section 8 hereof.

17. 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.

18. 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.

19. 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 Debtor and has delivered a copy (i) to Debtor, (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.

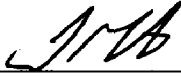
20. Severability. The provisions of this IP Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction,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

21. 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.

Debtor:

dELiA*s CORP.

By: 
Name: Dennis Goldstein
Title: Chief Financial Officer

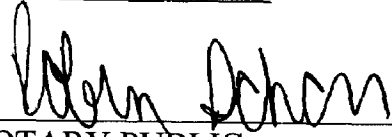
Secured Party:

CONGRESS FINANCIAL CORPORATION

By: _____
Name:
Title:

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

The foregoing instrument was acknowledged before me this 16th day of
November 2000, 2000, by Dennis Goldstein, the Chief Financial Officer of dELiA*s Corp.



NOTARY PUBLIC

Robin F. Schorr
Registration Number: 01SC5044929
Commission Expires: 6/12/01
Notary Public in State of New York

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

Debtor:

dELIA*s CORP.

By:

Name: Dennis Goldstein

Title:

Secured Party:

CONGRESS FINANCIAL CORPORATION

By:

Thomas A. Murter

Name: *Thomas A. Murter*
Title: *Ass't Vice President*

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.

The foregoing instrument was acknowledged before me this 17th day of November 2000,
2000, by Thomas MALIN, a vice president of CONGRESS FINANCIAL
CORPORATION.

Ellen M Allen
NOTARY PUBLIC

[SEAL]

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2002

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 ("Debtor"), 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 its officers, Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

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 Debtor 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, between Debtor 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: November __, 2000

dELiA*s CORP.
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 CORP. ("Parent"), a Delaware corporation, having an address at 435 Hudson Street, New York, NY 10014, dELiA*s GROUP INC. ("dELiA*s") and certain of its Subsidiaries and together with dELiA*s and Parent (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 April 28, 2000, among Debtors and Secured Party (as may be amended from time to time, the "Credit Agreement").

WHEREAS, Parent is the owner of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto; and

WHEREAS, Secured Party has agreed to continue to extend certain credit to Debtors on a revolving basis under the Credit Agreement on the condition that Parent pledges and grants 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 Parent in favor of Secured Party dated November __, 2000 (the "IP Agreement");

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Parent hereby pledges, grants and collaterally assigns 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 CORP.
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
November ____, 2000, by _____, the _____ of dELiA*s Corp.

NOTARY PUBLIC

EXHIBIT "A"

HARDWARE AND SOFTWARE

DESCRIPTION OF HARDWARE AND SOFTWARE COLLATERAL

<u>Vendor</u>	<u>Name of Item</u>	<u>Description</u>
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	None	
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A-1

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 DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
---------------------------	-------------------	----------------	-------------------	--------------------	---------------

None

EXHIBIT "D"

TRADEMARK COLLATERAL

TRADEMARK
DESCRIPTION

COUNTRY

SERIAL NO.

REG. NO.

STATUS

(See Attached)

ITURF, INC.

Trademark Report by Mark

Printed: 11/2/00

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
GURL							
UNITED STATES	39460021US	9/19/00	76/131,025			PENDING	25
25 - Clothing, namely t-shirts.							
UNITED STATES	39460023US	9/19/00	76/131,026			PENDING	42
42 - Computer services, namely, providing on-line general interest magazine; providing a general information interactive computer database.							
GURL & Design							
UNITED STATES	39460022US	9/19/00	76/131,027			PENDING	25
25 - Clothing, namely t-shirts.							
ITURF							
UNITED STATES	39460005US	2/5/99	75/635,745	2/15/00	2,319,153	REGISTERED	42,35
42 - Computer services, namely, providing an on-line magazine of general interest to teenage girls and providing websites featuring links to third party sites for shopping, information retrieval and entertainment.							
35 - Electronic retail services in the field of clothing, footwear, accessories, cosmetics and home furnishings.							
UNITED STATES	39460006US	2/5/99	75/635,746			ALLOWED	25
25 - Clothing, namely shirts, pants and hats.							
UNITED STATES	39460016US	6/28/00	76/077,252			PENDING	42
42 - Computer services, namely, providing multi-user access to a global computer network for accessing third party and proprietary sites for shopping, information retrieval and entertainment.							
KID'S TURF							
UNITED STATES	39460007US	10/17/96	75/182,885			ABANDONED	25
25 - -							
ONTAP.COM							
UNITED STATES	39480016US	5/12/00	76/047,766			PENDING	41
41 - On-line services, namely providing entertainment services and information over a global computer network.							
PIMPIN' CUPID							
UNITED STATES	39480014US	3/14/00	75/943,991			PENDING	42
42 - On-line services, namely providing information and interactive services relating to friendship, relationships and attraction.							
SPARKNOTES							
UNITED STATES	39460015US	3/14/00	75/943,989			PENDING	41
41 - On-line educational services, namely, providing information and analysis of literary works and providing on-line study guides.							
THESPAK.COM							
UNITED STATES	39460012US	3/14/00	75/943,990			PENDING	42
42 - On-line services, namely, providing an on-line community for college students, providing information and content on a variety of topics of interest to college students, and operating chat room and e-mail services.							
THESPAK.COM AND DESIGN							
UNITED STATES	39460013US	3/14/00	75/943,992			PENDING	42
42 - On-line services, namely, providing an on-line community for college students, providing information and content on a variety of topics of interest to college students, and operating chat room and e-mail services.							
END OF REPORT						TOTAL ITEMS SELECTED =	12

** TOTAL PAGE.02 **

TRADEMARK
REEL: 002253 FRAME: 0494



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

Re Submission

MARCH 15, 2001

PTAS

OTTERBOURG, STEINDLER, HOUSTON & ETAL
SUSAN A. JOYCE, ESQ.
230 PARK AVENUE
NEW YORK, NEW YORK 10169



101575513A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101575513

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

- 1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

Done

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

*RECORDED
MAR 23 11 05
ASSIGNMENT DIVISION
U.S. PATENT & TRADEMARK OFFICE*