

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):  
DELiA\* Group, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other:

Citizenship: DE

Execution Date(s): 10/14/04

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Retail Finance II, LLC

Internal Address:

Street Address: One Boston Place - 18th Floor

City: Boston

State: MA

Country: US

Zip: 02108

- ☐ Association Citizenship:  
☐ General Partnership Citizenship:  
☐ Limited Partnership Citizenship:  
☐ Corporation Citizenship:  
☒ Other: Limited Liability Company Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark(s):

A. Trademark Application No.(s):

76/977059; 75/038787; 76/430925; 78/218010;  
74/644796; 74/653342; 75/182885; 76/409684;  
76/430926

B. Trademark Registration No.(s):

2255951; 2227432; 2084854; 2104334; 2204160;  
2169351; 1943039; 2076125; 1997643; 2162324;  
2011083; 2092322; 2171631; 1908572; 2356625;  
2255952; 2243548; 2228738; 2226112; 2332567;  
2338365; 2695754; 2288780; 2760886; 2442022

Additional sheet(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address:

6. Total number of applications and registrations involved:

34

7. Total Fee (37 CFR 2.6(b)(6) & 3.41):

\$ 865.00

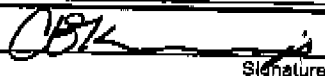
- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged by Deposit Account  
☐ Fees Enclosed

8. Payment Information:

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

9. Signature:



Christopher E. Kondracki  
Name of Person Signing

2/28/05  
Date

Total number of pages including cover sheet, attachments, and documents:

21

**Conveying Party(ies)**  
**Continuation of the Information in Item 1**

Alloy Merchandise, LLC -- Delaware - Limited Liability Company  
Execution Date: 10/14/04

Skate Direct, LLC -- Delaware - Limited Liability Company  
Execution Date: 10/14/04

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**AMENDED AND RESTATED  
TRADEMARK AND TRADEMARK  
APPLICATIONS SECURITY AGREEMENT**

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**Wells Fargo Retail Finance II, LLC**

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October 14, 2004

THIS AGREEMENT is made between

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

and

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

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

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

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

*WITNESSETH:*

1. **BACKGROUND:**

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

- c. This Amended and Restated Trademark and Trademark Applications Security Agreement amends and restates in its entirety that certain Trademark and Trademark Applications Security Agreement dated as of September 24, 2001 by and between Lender and dELiA\*s Group Inc.

**GRANT OF SECURITY INTEREST:** To secure the Liabilities, each of the Grantors hereby creates a collateral interest, with power of sale in favor of the Lender (which power of sale shall be exercisable only following the occurrence of an Event of Default and which interest and power of sale are referred to herein as the "Security Interest") in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

- a. All of each Grantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications (excluding, however, those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- b. All renewals of any of the foregoing.
- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of each Grantor's rights corresponding to any of the foregoing throughout the world.

**PROTECTION OF MARKS BY GRANTORS:** Each Grantor shall undertake the following with respect to each item respectively described in Sections 2.a and 2.b (collectively, the "Marks"), but only to the extent that such Mark is not abandoned as permitted by the Loan Agreement:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
- b. At such Grantor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

- c. At such Grantor's sole cost, expense, and risk, take any and all action which such Grantor deems desirable to protect the Marks, including, without limitation, but subject to such Grantor's discretion, the prosecution and defense of infringement actions.

**GRANTORS' REPRESENTATIONS AND WARRANTIES:** Each Grantor represents and warrants that:

- a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by any Grantor (excluding, however, those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- b. All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than Permitted Encumbrances,
- c. The Grantors shall give the Lender written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:
- i. Any Grantor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business, and excluding those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- ii. Any Grantor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business, and excluding those trademarks, trademark applications, service marks, registered service marks and service mark applications which are included as part of the Excluded Assets).
- iii. Any Grantor's entering into any material new trademark license agreement or service mark license agreement (excluding, however, those agreements relating exclusively to those trademarks, trademark

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

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

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

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

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

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

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

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

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

conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

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

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

10. **LENDER'S RIGHTS:**

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

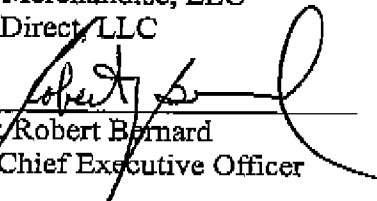
11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement and that certain Amended and Restated Security Agreement dated as of even date herewith by, among others, the Lender and certain of the Grantors (as such agreement may be modified, supplemented, amended or restated from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



1  
2 IN WITNESS WHEREOF, the Grantors and the Lender respectively have caused this  
3 Agreement to be executed by their respective duly authorized officers as of the date first above  
4 written.  
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**GRANTORS:**

dELiA\*s Group Inc.  
Alloy Merchandise, LLC  
Skate Direct, LLC  
By:   
Name: Robert Bernard  
Title: Chief Executive Officer

**LENDER:**

WELLS FARGO RETAIL  
FINANCE II, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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


**GRANTORS:**

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

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

**LENDER:**

WELLS FARGO RETAIL  
FINANCE II, LLC

By:   
Name: R. J. McLean  
Title: V.P.

**EXHIBIT A- Trademarks**

See Attached List

**dELIA's, Group, Inc.**  
**dELIA's BRAND LLC**

Monday, October 11, 2004

**Owner Trademark Report by Country**

Page 1

MATTER NO.	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	RENEWAL ATTORNEYS
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**AUSTRALIA**

24243030AU	DELIA'S (STYLIZED) dELIA's BRAND LLC	1/3/1997	725053	1/3/1997	725053	REGISTERED 03-Jan-07	BA / BA / MS
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3 - Cosmetic, namely, lipstick, make-up in the form of liquid, cream, powder and stick, blush, eye shadow, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleansers, skin moisturiser, skin moisturiser, skin lotion, make-up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal antiperspirant, after-bath, splash, body cream, cold cream, eye cream, hand cream, skin cleansing cream, vanishing cream, sun screen preparations, toners, beauty masks, skin and toilet soap, talcum powder, bath salts, shampoo, hair conditioner, hair spray, gel and mousse.

25 - Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, pants, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bowties, suspenders, camisoles, boxers, bodysuits, body liners, bras, panties, briefs, slippers, bath wraps, rompers, chemises, kimonos, bathrobes, sleeper, rights, socks,

35 - Retail sale of clothing, accessories, cosmetics, jewelry, housewares and stationery.

**BRAZIL**

39460040BR	DELIA'S dELIA's BRAND LLC	11/18/2002	825126673			PUBLISHED	BA / BA / MS
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03 - Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.

39460042BR	DELIA'S dELIA's BRAND LLC	11/18/2002	825126665			PUBLISHED	BA / BA / MS
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25 - Clothing, footwear and headgear

39460039BR	DELIA'S (Stylized) dELIA's BRAND LLC	11/18/2002	825126649			PUBLISHED	BA / BA / MS
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03 - Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.

39460041BR	DELIA'S (Stylized) dELIA's BRAND LLC	11/18/2002	825126657			PUBLISHED	BA / BA / MS
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25 - Clothing, footwear and headgear

**CANADA**

24243040CA	DAISY DESIGN dELIA's BRAND LLC	7/22/1997	851,637	10/22/1998	502,668	REGISTERED 22-Oct-13	BA / BA / MS
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25 - Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swim suits, halter tops; shoes, sandals, sneakers, flip flops; cosmetics, namely nail polish, lipstick, make-up in the form of liquid, cream, powder and stick; bags, namely backpacks, tote bags, purses; jewelry, namely beaded jewelry, chokers, necklaces, anklets, bracelets, barrettes, rings, earrings; stickers; bolts; watches; key chains; sunglasses and umbrellas.

24243039CA	DELIA'S (STYLIZED) dELIA's BRAND LLC	6/25/1997	849,008	1/22/1999	506,959	REGISTERED 22-Jan-14	BA / BA / MS
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25 - Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swim suits, halter tops; shoes, sandals, sneakers, flip flops; cosmetics, namely nail polish, lipstick, make-up in the form of liquid, cream, powder and stick; bags, namely backpacks, tote bags, purses; jewelry, namely beaded jewelry, chokers, necklaces, anklets, bracelets, barrettes, rings, earrings; stickers; bolts; watches; key chains; sunglasses and umbrellas.

Monday, October 11, 2004

## Country List

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MATTERNO	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	RENEWAL ATTORNEYS
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## CHINA

24243047CN	DELIA'S (WORD MARK) dELIA's,Group, Inc.	8/21/1997	970087658	10/14/1998	1215979	REGISTERED	14-Oct-08 BA / BA / MS
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35 - Mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares and stationery.

24243046CN	DELIA'S (WORD MARK) dELIA's BRAND LLC	8/21/1997	970087657			ABANDONED	BA / BA / CJ
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3 - Cosmetics, namely make-up in the form of liquid, cream, powder and stick, blush, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleansers, skin moisturizer, skin lotion, make-up remover, body scrub, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, body, cold, eye, hand, skin cleansing, and vanishing cream, toners, beauty masks, talcum powder, hair spray, gel and

## HONG KONG

24243048HK	DELIA'S (word mark) and DELIA'S (Stylized) in Series dELIA's BRAND LLC	8/20/1997	11911/97	8/20/1997	08233(A-B)	REGISTERED	20-Aug-14 BA / BA / MS
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3 - Cosmetics, namely make-up in the form of liquid, cream, powder and stick, blushers, mascara, eyeliner, lip pencil, bronzing preparations after-sun lotion, skin cleansers, skin moisturizer, skin lotion, make-up remover, body scrub, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, body, cold, eye, hand, skin cleansing, and vanishing cream, toners, beauty masks, talcum powder, hair spray, gel and mousse.

24243050HK	DELIA'S (word mark) and DELIA'S (Stylized) in Series dELIA's,Group, Inc.	8/20/1997	11913/97	8/20/1997	02514(A-B)	REGISTERED	20-Aug-14 BA / BA / MS
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42 - Mail order catalog services relating to clothing, jewelry, housewares and stationery.

24243049HK	DELIA'S (word mark) and DELIA'S (Stylized) in Series dELIA's BRAND LLC	8/20/1997	11912/97	8/20/1997	2513	REGISTERED	20-Aug-14 BA / BA / MS
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25 - Clothing, namely shirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts, jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bow ties and suspenders.

## JAPAN

24243020JP	DAISY DESIGN dELIA's BRAND LLC	12/10/1996	08-138746	7/3/1998	4161941	REGISTERED	03-Jul-08 BA / BA / MS
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3 - Cosmetics, essential oils, hair lotions, soaps, perfumery, dentifrices.

24243021JP	DAISY DESIGN dELIA's,Group, Inc.	12/10/1996	08-138477	9/25/1998	4190968	REGISTERED	25-Sep-08 BA / BA / MS
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16 - Printed matter, namely, catalogs, magazines, brochures, promotional material, pamphlets, postcards, envelopes, stationery folders and posters.

24243022JP	DAISY DESIGN dELIA's BRAND LLC	12/10/1996	08-138478	3/20/1998	4125846	REGISTERED	20-Mar-08 BA / BA / MS
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25 - Clothing, footwear and headwear.

Monday, October 11, 2004

## Country List

MATTERNO	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	Page 3 RENEWAL ATTORNEYS
JAPAN continued ... 24243015JP	DELIA'S (STYLIZED) dELIA's BRAND LLC	9/26/1995	07-098373	6/2/2000	4387892	REGISTERED	02-Jun-10 BA / BJ / MS
25 - Footwear, special footwear, sportshoes and headwear							
24243012JP	DELIA'S (STYLIZED) dELIA's,Group, Inc.	9/26/1995	7-98372	12/26/1997	4097175	REGISTERED	26-Dec-07 BA / BJ / MS
16 - Printed matter, namely, catalogs, brochures, promotional material, pamphlets, postcards, envelopes, stationery folders and posters.							
24243023JP	DELIA'S (STYLIZED) dELIA's BRAND LLC	12/10/1996	08-138473	11/17/2000	4432792	REGISTERED	17-Nov-10 BA / BA / MS
3 - Cosmetics, namely make-up in the form of liquid, cream, powder and stick, blush, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleansers, skin moisturizer, skin lotion, make-up remover, body scrub, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, body, cold, eye, hand, skin cleansing, and vanishing cream, toners, beauty masks, talcum powder, hair spray, gel and							
24243024JP	DELIA'S (Stylized) in Katakana dELIA's,Group, Inc.	12/10/1996	08-138474	9/25/1998	4190967	REGISTERED	25-Sep-08 BA / BA / MS
16 - Printed matter, namely, catalogs, magazines, brochures, promotional material pamphlets, postcards, envelopes, stationery folders and posters.							
24243025JP	DELIA'S (Stylized) in Katakana dELIA's BRAND LLC	12/10/1996	08-138475	5/22/1998	4148465	REGISTERED	22-May-08 BA / BA / MS
25 - Clothing, footwear and headwear.							

## NEW ZEALAND

24243051NZ	DELIA'S (STYLIZED) dELIA's BRAND LLC	8/4/1997	280488	9/21/1998	B280488	REGISTERED	04-Aug-14 BA / BA / MS
3 - Cosmetics, namely nail polish, lipstick, make-up in the form of liquid, cream, powder and stick, blush, eye shadow, mascara, eyeliner, lip pencil, after-sun bronzer, skin cleanser, skin moisturizer, skin lotion, make up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, skin cleansing and vanishing cream, sun screen preparations, toners, beauty masks, skin and toilet soap, and talcum powder.							
24243053NZ	DELIA'S (STYLIZED) dELIA's BRAND LLC	8/4/1997	280489	9/21/1998	B280489	REGISTERED	04-Aug-14 BA / BA / MS
42 - Mail order catalogue services featuring clothing, accessories, cosmetics, jewellery, housewares and stationery.							
24243052NZ	DELIA'S (STYLIZED) dELIA's BRAND LLC	8/4/1997	280487	9/21/1998	B280487	REGISTERED	04-Aug-14 BA / BA / MS
25 - Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swimsuits, halter tops, shoes, sandals, sneakers, flip flops, over ups, sarongs, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, jumpsuits, gloves, mittens, aprons, neckties, bowties, and suspenders.							

## PERU

39460058PE	DELIA'S (Stylized) dELIA's BRAND LLC					MAILED	BA / JA / MS
25 - Clothing, footwear, headgear.							

Monday, October 11, 2004

## Country List

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MATTERNO	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	RENEWAL ATTORNEYS
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## SOUTH AFRICA

24243054ZA	DELIA'S (WORD MARK) dELIA's BRAND LLC	8/5/1997	9711754	8/5/1997	97/11754	REGISTERED	05-Aug-07 BA / BA / MS
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3 - Cosmetics, namely nail polish, lipstick make-up in the form of liquid, cream, powder and stick, blush, eye shadow, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleanser, skin moisturizer, skin lotion, make-up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, skin cleansing and vanishing cream, sun screen preparations, toners, beauty masks, skin and toilet soap, and talcum powder.

24243055ZA	DELIA'S (WORD MARK) dELIA's BRAND LLC	8/5/1997	9711755	8/5/1997	97/11755	REGISTERED	05-Aug-07 BA / BA / MS
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25 - Clothing, namely shirts, jackets, coats, tank tops, t-shirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swimsuits, halter tops, shoes, sandals, sneakers, flip flops, covers ups, sarongs, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, jumpuits, gloves, mittens, aprons, neckties, bowties, and suspenders.

24243056ZA	DELIA'S (WORD MARK) dELIA's BRAND LLC	8/5/1997	9711756	8/5/1997	97/11756	REGISTERED	05-Aug-07 BA / BA / MS
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42 - Mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares and stationery.

## SOUTH KOREA

39460036KR	DELIA'S (Stylized) dELIA's BRAND LLC	5/21/2002	40-2002-23610	3/18/2004	577897	REGISTERED	18-Mar-14 BA / BA / MS
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03 - Nail polish, lipstick, lip gloss, blushers, mascara, eye shadow, eye liner, make-up powder, facepowder, compact powder, perfumed powder; essential oils, perfumed oils, bath oil, sun oil, baby oil, massage oil, hair oil, sunscreen lotions; hair lotions, hair moisturizers, hair gels, hair mouse, hair cream; cleansing cream; liquid soaps, deodorant soaps, medicated soaps, bath soaps, cosmetic soaps, shampoos, cream soaps, hair rinses; perfumes and compound perfumery.

16 - Catalogs, magazines, brochures, pamphlets, postcards, books, diaries, albums, posters, calendar; envelopes, notebooks, memo paper, pocket-size notebooks, writing pads, stamp pads, stamping materials, pens, pencils, erasers, pen and pencil cases; and folders for

25 - Socks and belts.

## UNITED KINGDOM

24243058GB	DELIA'S (STYLIZED) dELIA's BRAND LLC	9/9/1997	2144536	9/9/1997	2144536	REGISTERED	09-Sep-07 BA / BA / MS
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3 - Soaps, perfumes, colognes, toilet waters; cosmetics; non-medicated preparations for the care of the skin; preparations for the nails and hair; cotton wool and artificial cotton wool for cosmetic purposes; essential oils; preparations for perfuming the atmosphere; perfumed articles; anti-perspirants and deodorants for personal use; dentifrices.

39460034GB	DELIA'S (Stylized) dELIA's BRAND LLC	10/30/2001	2284324	10/30/2001	2284324	REGISTERED	30-Oct-11 BA / BA / MS
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25 - Clothing, footwear and headgear

35 - The bringing together for the benefit of others, a variety of goods enabling customers to conveniently view and purchase those goods from an internet website or from a store, in each case specializing in matters relating to clothing, jewelry and cosmetics.

24243059GB	DELIA'S (WORD MARK) dELIA's BRAND LLC	9/9/1997	2144538	9/9/1997	2144538	REGISTERED	09-Sep-07 BA / JA / MS
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3 - Soaps, perfumes, colognes, toilet waters; cosmetics; non-medicated preparations for the care of the skin; preparations for the nails and hair; cotton wool and artificial cotton wool for cosmetic purposes; essential oils; preparations for perfuming the atmosphere; perfumed articles; anti-perspirants and deodorants for personal use; dentifrices.

## UNITED STATES

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## Country List

MATTERNO	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	Page RENEWAL ATTORNEYS	5
UNITED STATES continued . . . 24243097US	[Not Found] dELIA's,Group, Inc.	7/10/2002	76/977,059			ALLOWED	JP / BJ / SH	
35 - Mail order catalog services featuring clothing, accessories, cosmetics, jewelry, housewares and stationery.								
24243036US	10 SPEED dELIA's,Group, Inc.	6/12/1997	75/307,920	6/22/1999	2,255,951	REGISTERED	22-Jun-09 JP / BJ / SH	
25 - Clothing, namely pajamas, sweaters, t-shirts and sweat shirts.								
24243043US	CONTENTS dELIA's,Group, Inc.	7/11/1997	75/323,129	3/2/1999	2,227,432	REGISTERED	02-Mar-09 JP / BJ / SH	
42 - Mail order catalog sales of bed sheets, pillow cases, bed spreads, lamps, rugs, chairs, furniture, pillows, trash cans, shower curtains, mirrors, clocks, hangers, organizers, storage boxes, discoe balls, candles, quilts, bean bags and other home furnishings.								
24243016US	DAISY DESIGN dELIA's BRAND LLC	12/29/1995	75/038,789	7/29/1997	2,084,854	REGISTERED	29-Jul-07 JP / BJ / SH	
25 - Clothing, namely shirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts, jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bow ties and suspenders.								
24243017US	DAISY DESIGN dELIA's BRAND LLC	12/29/1995	75/038,787			ABANDONED	JP / BJ / SD	
3 - Cosmetics, namely make-up in the form of liquid, cream, powder and stick, blush, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleansers, skin moisturizer, skin lotion, make-up remover, baby scrub, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, body, cold, eye, hand, skin cleansing, and vanishing cream, toners, beauty masks, talcum powder, hair spray, gel and								
24243042US	DAISY DESIGN dELIA's BRAND LLC	12/29/1995	75/976,254	10/7/1997	2,104,334	REGISTERED	07-Oct-07 JP / BJ / SH	
3 - Lipstick								
24243093US	DELIA (Stylized) dELIA's,Group, Inc.	7/10/2002	76/430,925			ALLOWED	JP / JP / SH	
24 - Bed sheets 25 - Clothing, namely, underwear, tank tops, tee shirts.								
39460049US	DELIA'S dELIA's BRAND LLC	2/24/2003	76/218,010			ALLOWED	JP / JP / SH	
25 - Clothing, namely, chokers, caps, camisoles, boxers, bodysuits, tops, body liners, bras, panties, briefs, slippers, bath wraps, rompers, chemises, kimonos, bathrobes, sleepwear, tights, socks, shorts, leotards and unitards.								
24243003US	DELIA'S dELIA's BRAND LLC	3/10/1995	74/644,794	11/17/1998	2,204,160	REGISTERED	17-Nov-08 JP / BJ / SH	
09 - Sunglasses and pre-recorded audio discs featuring fashion and/or musical performances.								
24243034US	DELIA'S (WORD MARK) dELIA's,Group, Inc.	4/25/1997	75/277,416	6/30/1998	2,169,351	REGISTERED	30-Jun-08 JP / BJ / SH	
16 - Catalogs featuring clothing, shoes, accessories, jewelry, sunglasses, cosmetics, housewares and stationery.								



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## Country List

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MATTERNO	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	RENEWAL ATTORNEYS
UNITED STATES continued...							
24243010US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/644,800	12/19/1995	1,943,039	REGISTERED	19-Dec-06 JP / BJ / SH
25 - Clothing, namely shirts, jackets, tank tops and T-shirts.							
24243006US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/644,799	7/1/1997	2,076,125	REGISTERED	01-Jul-07 JP / BJ / SH
18 - Duffel bags, knapsacks, and tote bags.							
24243007US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/644,796			ABANDONED	JP / BJ / SD
21 - Housewares and glass, namely mugs, beverage glassware; dinnerware; figurines made of porcelain, crystal and glass; paper plates; paper cups; lunch boxes; water bottles sold empty; insulated portable drink coolers; hand-held candy dispensers; electric and non-electric toothbrushes; toothbrushes holders, in class 21							
24243009US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/644,797	8/27/1996	1,997,643	REGISTERED	27-Aug-06 JP / BJ / SH
25 - Clothing, namely shirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts, jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bow ties and suspenders.							
24243008US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/644,798	6/2/1998	2,162,324	REGISTERED	02-Jun-08 JP / BJ / SH
24 - Sheets, pillowcases, towels, shower curtains, placemats, wash cloths, bed and table covers, cloth pennants, bedspreads, comforters and curtains.							
24243005US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/653,342			ABANDONED	JP / BJ / SD
16 - Comic books, trading cards, trading card albums, books, bookmarks, graphic novels, magazines relating to comic book characters, comic books, posters, calendars, maps, greeting cards, postcards, stamps, rubber in stamps, playing cards, pennants, sticker album, stickers, decals, bumper stickers, balloons, stationery, notebooks, paper, pencils pens, marker, rulers, journals, check book covers, address books, lithographic prints, serigraphs prints, hologram art prints and pictures, coloring books, rules books, paper book covers, art prints, limited edition art prints cardboard floor and table display units for merchandising products and services, paper napkins, paper bags, paper table cloths and wrapping, in class 16							
24243004US	DELIA'S (WORD MARK) dELIA's BRAND LLC	3/10/1995	74/644,795	10/22/1996	2,011,083	REGISTERED	22-Oct-06 JP / BJ / SH
14 - Jewelry, namely rings, earrings, necklaces, watches, bracelets, brooches, pendants, ornamental pins, belt buckles, coins and alarm							
24243041US	DELIA'S (WORD MARK) dELIA's, Group, Inc.	2/12/1996	75/976,281	8/26/1997	2,092,322	REGISTERED	26-Aug-07 JP / BJ / SH
42 - Mail order catalog services featuring clothes, accessories, cosmetics, jewelry, houseware and stationery.							
24243018US	DELIA'S (WORD MARK) dELIA's, Group, Inc.	2/12/1996	75/056,360	7/7/1998	2,171,631	REGISTERED	07-Jul-08 JP / BJ / SH
42 - Retail sale of clothing, cosmetics, jewelry, accessories, housewares and stationery.							
24243011US	DELIA'S (Word Mark) dELIA's, Group, Inc.	3/28/1994	74/505,260	8/1/1995	1,908,572	REGISTERED	01-Aug-05 BA / BA / SH
25 - Clothing, namely, chokers, caps, camisoles, boxers, bodysuits, tops, body liners, bras, panties, briefs, slippers, bath wraps, rompers, chemises, kimonos, bathrobes, sleepwear, tights, socks, shorts, leotards, and unitard.							
42 - Mail order services featuring clothing.							

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## Country List

MATTERNO	MARK OWNER	FILED	APPL#	REGDT	REG#	STATUS	Page 7 RENEWAL ATTORNEYS
24243063US	UNITED STATES continued . . . DISCOUNT DOMAIN dELIA's,Group, Inc.	6/18/1998	75/504,757	6/13/2000	2,356,825	REGISTERED	13-Jun-10 JP / BJ / SH
35 - On-line catalog services for clothing, footwear and accessories							
39460007US	KID'S TURF dELIA's BRAND LLO	10/17/1996	75/182,885			ABANDONED	JP / JP / BS
25 - -							
24243092US	LIVE IN dELIA's DENIM (stylized) dELIA's,Group, Inc.	5/17/2002	76/409,684			ALLOWED	JP / JP / SH
25 - Clothing, namely, shirts, pants, jeans, vests, dresses, skirts, shorts, caps, jackets, and coats. 35 - Retail, mail order, and on-line store services featuring clothing.							
24243096US	MISCELLANEOUS DESIGN (Parent) dELIA's,Group, Inc.	7/10/2002	76/430,926			ALLOWED	JP / JP / SH
16 - Stationery 20 - Non-metal keychains 6 - Metal keychains. 18 - Leather key-chains.							
24243038US	SPILL dELIA's,Group, Inc.	6/12/1997	75/307,921	6/22/1999	2,255,952	REGISTERED	22-Jun-09 JP / BJ / SH
25 - Clothing, namely jackets, t-shirts, and sweaters.							
24243037US	SPILL dELIA's,Group, Inc.	6/12/1997	75/307,924	5/4/1999	2,243,548	REGISTERED	04-May-09 JP / BJ / SH
18 - Bags, namely backpacks.							
24243061US	TEST KITCHEN dELIA's,Group, Inc.	3/16/1998	75/451,326	3/2/1999	2,228,738	REGISTERED	02-Mar-09 JP / BJ / SH
42 - Catalog sales of clothing, footwear and accessories.							
24243060US	TWINK dELIA's,Group, Inc.	2/24/1998	75/439,572	2/23/1999	2,226,112	REGISTERED	23-Feb-09 JP / BJ / SH
25 - Clothing, namely skirts, sweaters, dresses and pajamas.							

END OF REPORT

TOTAL ITEMS SELECTED = 59

**SKATE DIRECT, LLC**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>
CCS MAILORDER	2,332,567
CCS	2,338,365
CCS (Design)	2,695,754

**ALLOY MERCHANDISE, LLC**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>
LOCAL 212	2,288,780
WALL TO WALL	2,760,886
DIG OR DIS	2,442,022