

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment #1 to Trademark Collateral Assignment and Security Agreement recorded 2/17/05 at Reel/Fram 003124/0629

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CSPE, LLC		09/01/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Agent
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78907833	FIGURE...CELEBRATING THE PLUS-SIZE WOMAN
Serial Number:	78908320	CELEBRATING THE PLUS-SIZE WOMAN
Serial Number:	78912242	FIGURE AT SEA
Serial Number:	78912413	FIGURE AT SEA
Serial Number:	76609505	FIGURE
Registration Number:	3279739	THE NEW SHAPE OF FASHION
Registration Number:	3019472	FIGURE THE NEW SHAPE OF FASHION

CORRESPONDENCE DATA

Fax Number: (917)368-7111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-661-9100 x890
 Email: hlinehan@oshr.com
 Correspondent Name: Helen M. Linehan
 Address Line 1: 230 Park Avenue

OP \$190.00 78907833

Address Line 2: Otterbourg, Steindler, Houston & Rosen
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Helen M. Linehan
Signature:	/Helen M. Linehan/
Date:	11/21/2007

Total Attachments: 9
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**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO.1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 1st day of September, 2007, by and between CSPE, LLC, a Pennsylvania limited liability company ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated December 17, 2004 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 17, 2005 at Reel/Frame 003124/0629 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) The first sentence of Section 3(g) of the Trademark Security Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

"On January 1 and July 1 of each calendar year, Debtor shall provide Secured Party with written notice of all applications for the registration of Trademarks which were filed with the United States Patent and Trademark Office during the immediately preceding six (6) calendar months and copies of all certificates of registration of Trademarks issued by the United States Patent and Trademark Office during the immediately preceding six (6) calendar months."

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

CSPE, LLC

By: Charming Shoppes of Delaware, Inc., a
Pennsylvania corporation

Its: Sole Member

By:  _____

John J. Sullivan

Title: Vice President _____

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

CSPE, LLC


By: Charming Shoppes of Delaware, Inc., a
Pennsylvania corporation

Its: Sole Member

By: _____

Title: _____

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Title: Vice President

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT
CSPE, LLC

TRADEMARK APPLICATION #s	TRADEMARK REGISTRATION #s
78907833	3279739
78908320	3019472
78912242	
78912413	
76609505	

(CSPE, INC.)

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

- Intercompany License Agreements