

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victoria's Secret Direct Brand Management, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Victoria's Secret Direct Holding, LLC
Street Address:	Five Limited Parkway
City:	Reynoldsburg
State/Country:	OHIO
Postal Code:	43068
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2016127	ALPINE FLEECE
Registration Number:	2907285	BODY AT WORK
Registration Number:	1875990	COLIN STUART
Registration Number:	2962477	FIT ZONE
Registration Number:	3176153	GEL-CURVE
Registration Number:	1580160	MODA INT'L
Registration Number:	3115127	SEXY IS BUILT RIGHT IN
Registration Number:	1179316	SHEER LUXURY
Registration Number:	2910942	THERE'S ALWAYS MORE ONLINE
Registration Number:	2785061	VERY SWEET
Serial Number:	78973000	COLIN & COLETTE
Serial Number:	78979917	COLIN & COLETTE
Serial Number:	78487412	SUN DRENCHED TWILL

CH \$340.00 2016127

CORRESPONDENCE DATA

Fax Number: (614)577-3047
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-577-5942
Email: smiracle@limitedbrands.com
Correspondent Name: Shenia Miracle
Address Line 1: Five Limited Parkway
Address Line 2: Intellectual Property Manager
Address Line 4: Reynoldsburg, OHIO 43068

ATTORNEY DOCKET NUMBER:	VSD 2ND ASSIGNMENT
NAME OF SUBMITTER:	Deborah A. Hampton
Signature:	/deborahahampton/
Date:	04/24/2008

Total Attachments: 4
source=COLUMBUS-#10373691-v1-VSDBM-VSDH_Trademark_Assign_Agreement_2-14-2008#page1.tif
source=COLUMBUS-#10373691-v1-VSDBM-VSDH_Trademark_Assign_Agreement_2-14-2008#page2.tif
source=COLUMBUS-#10373691-v1-VSDBM-VSDH_Trademark_Assign_Agreement_2-14-2008#page3.tif
source=COLUMBUS-#10373691-v1-VSDBM-VSDH_Trademark_Assign_Agreement_2-14-2008#page4.tif

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

Victoria's Secret Direct Brand Management, LLC, a Delaware limited liability company ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably grant, transfer, convey, deliver and assign to Victoria's Secret Direct Holding, LLC, a Delaware limited liability company ("Assignee"), all of Assignor's right, title and interest in and to those certain trademarks described on Exhibit A attached hereto (the "VS Marks"), together with the goodwill of the business symbolized by the VS Marks. Assignee hereby accepts the grant, transfer, conveyance, delivery and assignment of all of Assignor's right, title and interest in and to the VS Marks, together with the goodwill of the business symbolized by the VS Marks, and assumes as of the effective date and time of this Trademark Assignment and Assumption Agreement (the "Agreement"), and becomes responsible for and agrees to perform, discharge, fulfill and observe, all obligations, liabilities, covenants, conditions and provisions with respect to the VS Marks with the same force and effect as if Assignee were the original party with respect thereto, and Assignee agrees to be liable for the observation and performance thereof, from and after the effective date and time of this Agreement.

In furtherance of the foregoing, Assignor covenants and agrees to take or cause to be taken all steps reasonably necessary to establish and evidence Assignee's right, title and interest in and to the VS Marks and to take or cause to be taken all such further action, and to execute, deliver, file, record and/or register or cause to be executed, delivered, filed, recorded and/or registered all such further documents and instruments as may be or as Assignee may reasonably deem necessary, proper or advisable in order to more effectively grant, transfer, convey, deliver and assign all of Assignor's right, title and interest in and to the VS Marks to Assignee, to confirm Assignee's right, title and interest in and to the VS Marks, to assist Assignee in exercising all rights of Assignor with respect to the VS Marks and to otherwise effectuate fully the purposes, terms and conditions of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns and shall in no way expand the rights or remedies of any third party against Assignee or Assignor as compared to the rights or remedies which such third party would have had against Assignee or Assignor if this Agreement had not been executed by Assignor and Assignee. Without limiting the generality of the preceding sentence, this Agreement shall not create any third-party beneficiary rights nor restrain or limit Assignee or Assignor from contesting or asserting defenses against any third parties.

IN WITNESS WHEREOF, the undersigned have caused their respective duly authorized officers to execute this, Trademark Assignment and Assumption Agreement, effective as of 11:58 p.m. (EST) on the 14th day of February, 2008.

ASSIGNOR:
VICTORIA'S SECRET DIRECT
BRAND MANAGEMENT, LLC

By: Scott A. Kriss
Scott A. Kriss, Vice President

ASSIGNEE:
VICTORIA'S SECRET DIRECT HOLDING, LLC

By: Douglas L. Williams
Douglas L. Williams,
Senior Vice President – General Counsel

EXHIBIT A

**TRADEMARKS, SERVICE MARKS AND RELATED RIGHTS
ASSIGNED TO VICTORIA'S SECRET DIRECT HOLDING, LLC**

<u>ID</u>	<u>Country:</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Action Dt</u>
6900	Italy	ALPINE FLEECE*	25	M198C004991	5/18/1998	841,403	3/22/2001	05/18/2008
6929	New Zealand	ALPINE	25	97,614	7/15/1971	97,614	7/15/1971	07/15/2016
3372	Australia	ALPINE FLEECE	25	732,481	4/16/1997	732,481	9/18/1998	04/16/2017
6908	France	ALPINE FLEECE	25	98/729817	4/24/1998	98/729817	10/2/1998	04/23/2008
6901	Greece	ALPINE FLEECE	25	137,077	6/1/1998	137,077	4/18/2000	06/01/2008
2456	Japan	ALPINE FLEECE	25	107267/97	4/16/1997	4,269,340	4/30/1999	04/30/2009
6903	Kuwait	ALPINE FLEECE	25	41,700	11/25/1998	38,177	7/21/2002	11/24/2008
1301	New Zealand	ALPINE FLEECE	25	275,745	4/21/1997	275,745	10/15/1998	04/21/2014
6118	Saudi Arabia	ALPINE FLEECE	25	46,311	10/13/1998	471/58	4/5/1999	06/25/2008
6904	Singapore	ALPINE FLEECE	25	3966/98	4/27/1998	3966/98	4/27/1998	04/27/2008
6751	United Arab Emirates	ALPINE FLEECE	25	29,112	11/24/1998	21,434	6/22/1999	11/24/2008
1136	United States	ALPINE FLEECE	25	550,912	7/18/1994	2,016,127	11/12/1996	11/12/2016
11471	United States	BODY AT HOME	25	78/263,182	6/17/2003			
11652	Canada	BODY AT WORK	25	1,189,966	9/9/2003	674,880	10/13/2006	10/13/2009
11663	Japan	BODY AT WORK	25	2003-079473	9/12/2003	4,763,206	4/9/2004	04/09/2007
11356	United States	BODY AT WORK	25	78/228,310	3/21/2003	2,907,285	11/30/2004	11/30/2010
13138	Canada	CLOUD SPUN	25	1,254,868	4/21/2005			04/21/2008
13262	Japan	CLOUD SPUN	25	2005-036684	4/25/2005	4,931,672	2/24/2006	02/24/2009
6815	Canada	COLIN STUART	25	874,375	4/6/1998	533,045	9/20/2000	09/20/2015
6817	Germany	COLIN STUART	25	398 45 515.5/25	8/11/1998	398 45 515	10/8/1998	08/31/2008
6822	Greece	COLIN STUART	25	138,368	9/24/1998	138,368	4/18/2000	04/18/2005
6821	Hong Kong	COLIN STUART	25	4553/1998	4/8/1998	199900060	1/5/1999	04/08/2015
6820	Japan	COLIN STUART	25	98869/98	11/17/1998	4,323,492	10/8/1999	10/08/2009
6819	Kuwait	COLIN STUART	25	41,699	11/25/1998	38,178	7/21/2002	11/24/2008
10813	Mexico	COLIN STUART	25	541,396	4/2/2002	805,266	9/1/2003	09/01/2006
6818	Saudi Arabia	COLIN STUART	25	46,310	10/13/1998	471/57	4/5/1999	06/25/2008
6808	Taiwan	COLIN STUART	25	87039962	8/14/1998	868,179	9/16/1999	09/15/2009
3515	United States	COLIN STUART	25	334,648	11/25/1992	1,875,990	1/24/1995	01/24/2015
12350	United States	DREAM WEAVE WAFFLE KNIT	25	78/442,114	6/28/2004			
12394	Canada	FIT ZONE		1,226,940	8/16/2004			08/16/2007
12077	United States	FIT ZONE	35	78/371,213	2/20/2004	2,962,477	6/14/2005	06/14/2015
12906	United States	GEL-CURVE	25	78/590,268	3/18/2005	3,176,153	11/28/2006	11/28/2012
3714	Canada	HUGO BUSCATI		842,465	4/17/1997	490,418	2/24/1998	02/24/2013
6681	Canada	HUGO BUSCATI	18, 25	875,172	4/15/1998	517,482	10/1/1999	10/01/2014
6837	Germany	HUGO BUSCATI	18, 25	398 45 354.3/25	8/10/1998	398 45 354	9/7/1998	08/10/2008
3648	Japan	HUGO BUSCATI	25	107266/97	4/16/1997	4,168,797	7/17/1998	07/17/2008
6834	Japan	HUGO BUSCATI	25	41852/98	5/19/1998	4,266,587	4/23/1999	04/23/2009
6863	Japan	HUGO BUSCATI	18	41851/98	5/19/1998	4,266,586	4/23/1999	04/23/2009
10629	Mexico	HUGO BUSCATI	18	518,877	11/21/2001	763,692	9/30/2002	11/21/2011
10617	Mexico	HUGO BUSCATI	25	518,876	11/21/2001	763,691	9/30/2002	11/21/2011
877	New Zealand	HUGO BUSCATI	25	275,746	4/21/1997	275,746	11/21/1997	04/21/2014
6838	Saudi Arabia	HUGO BUSCATI	18	46,314	10/13/1998	471/55	4/5/1999	06/25/2008
6839	Saudi Arabia	HUGO BUSCATI	25	46,313	10/14/1998	471/56	4/5/1999	06/26/2008
6842	Taiwan	HUGO BUSCATI	18	87039960	8/14/1998	876,866	12/1/1999	11/30/2009
6840	Taiwan	HUGO BUSCATI	25	87039961	8/14/1998	868,178	9/16/1999	09/15/2009
6685	United Arab Emirates	HUGO BUSCATI	25	29,110	11/24/1998	21,455	6/22/1999	11/24/2008
6684	United Arab Emirates	HUGO BUSCATI	18	29,109	11/24/1998	21,433	6/22/1999	11/24/2008

<u>ID</u>	<u>Country:</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Action Dt</u>
6884	Australia	MODA INTL	25	769,144	8/3/1998	A769,144	9/24/1999	08/03/2008
6353	Greece	MODA INTL	25	138,369	9/24/1998	138,369	4/18/2000	09/24/2008
6348	Kuwait	MODA INTL	25	41,698	11/25/1998	38,175	7/21/2002	11/24/2008
6344	Taiwan	MODA INTL	25	87046055	9/18/1998	882,593	2/1/2000	01/31/2010
5177	United States	MODA INTL	25	598,362	5/12/1986	1,580,160	1/30/1990	
12881	United States	PASTICHE	25	78/583,715	3/9/2005			
12389	United States	SEXY IS BUILT RIGHT IN	35	78/458,329	7/28/2004	3,115,127	7/11/2006	07/11/2012
12304	United States	SOFTINA COTTON	25	78/424,066	5/24/2004			
13139	Canada	SUN DRENCHED TWILL	25	1,254,874	4/21/2005			04/21/2008
13263	Japan	SUN DRENCHED TWILL	25	2005-036683	4/25/2005	4,931,671	2/24/2006	02/24/2009
12451	United States	SUN DRENCHED TWILL	25	78/487,412	9/22/2004			
3440	Canada	THAMES & YORK		709,925	7/30/1992	440,252	3/10/1995	03/10/2010
7228	France	THAMES & YORK	14	98/745488	8/7/1998	98/745488	8/7/1998	08/07/2008
7224	Germany	THAMES & YORK	14	398 45 351.9/14	8/10/1998	398 45 351	12/22/1998	08/31/2008
7227	Kuwait	THAMES & YORK	14	42,066	1/3/1999	38,829	7/21/2002	01/02/2009
7106	Saudi Arabia	THAMES & YORK	14	46,309	10/13/1998	471/54	4/5/1999	06/25/2008
11814	United States	THERE'S ALWAYS MORE ONLINE	35	78/326,584	11/12/2003	2,910,942	12/14/2004	12/14/2010
11180	Japan	VERY SWEET	25	2002-107313	12/19/2002	4,703,053	8/22/2003	08/22/2006
10879	United States	VERY SWEET	25	78/134,781	6/11/2002	2,785,061	11/18/2003	11/18/2009
12640	United States	V-KINI	25	78/549,884	1/19/2005			
6809	United Arab Emirates	COLIN STUART**	25	29,111	11/24/1998	47,204	6/14/2004	06/14/2009
6843	Italy	HUGO BUSCATI**	18, 25	MI98C008688	9/9/1998	846,851	5/30/2001	09/09/2008
6350	Italy	MODA INT'L**	25	MI98C008689	9/9/1998	846,852	5/30/2001	09/09/2008
6347	South Korea	MODA INT'L**	25	98-21475	8/22/1998	456,806	10/16/1999	10/16/2009
6117	United Arab Emirates	MODA INT'L**	25	29,107	11/24/1998	21,432	6/22/1999	11/24/2008
7225	Italy	THAMES & YORK**	14	MI98C008624	9/7/1998	846,799	5/30/2001	09/07/2008
6885	Taiwan	THAMES & YORK**	14	87039959	8/14/1998	863,977	8/16/1999	08/15/2009
6417	Japan	V SPORT AND DESIGN**	25	106682/98	12/11/1998	4353,658	1/21/2000	01/21/2010

<u>ID</u>	<u>Country:</u>	<u>Mark</u>	<u>Classes</u>	<u>App.#</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Action Dt</u>
6534	United States	SHEER LUXURY	25	73/261,557	05/12/1980	1,179,316	11/24/1981	11/24/2011
8000 - 0267A	United States	COLIN & COLETTE	9,25,26	78/973,000	09/13/2006			
8000 - 0267B	United States	COLIN & COLETTE	14, 18	78/979,917	09/13/2006			

* Trademark was registered under the name of the predecessor corporation: Victoria's Secret Catalogue, Inc.
** Trademark was registered under the assignor's former name: Victoria's Secret Catalogue, LLC