

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Retail Finance II, LLC		11/04/2008	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	dELiA*s Group Inc.
Street Address:	435 Hudson Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	CORPORATION: DELAWARE

Name:	Alloy Merchandise, LLC
Street Address:	435 Hudson Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Skate Direct, LLC
Street Address:	435 Hudson Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2338365	CCS

900120735

TRADEMARK  
REEL: 003888 FRAME: 0148

OP \$65.00 2338365



Registration Number:	2695754	[CCS]
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**CORRESPONDENCE DATA**

Fax Number: (212)425-5288

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 425-7200

Email: tmdocketny@kenyon.com

Correspondent Name: James E. Rosini, Esq.

Address Line 1: One Broadway

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	99999/400400
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NAME OF SUBMITTER:	James E. Rosini, Esq.
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Signature:	/James E. Rosini/
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Date:	11/12/2008
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**Total Attachments: 4**

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**PARTIAL RELEASE OF SECOND AMENDED AND RESTATED TRADEMARK AND  
TRADEMARK APPLICATIONS SECURITY AGREEMENT**

This PARTIAL RELEASE OF SECOND AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT effective as of November 4, 2008 (the "Effective Date") is hereby given by Wells Fargo Retail Finance II, LLC (the "Lender") under that certain Second Amended and Restated Loan and Security Agreement dated as of May 17, 2006 (as amended, and as the same may be further amended, supplemented or otherwise modified, the "Loan Agreement") among dELiA\*s Corp. as Borrower, the other Borrowers named therein, and the Lender.

WHEREAS, pursuant to the Loan Agreement, dELiA\*s Group Inc., Alloy Merchandise, LLC and Skate Direct, LLC (collectively, the "Grantors") executed and delivered to the Lender the Second Amended and Restated Trademark and Trademark Applications Security Agreement dated as of May 17, 2006 and recorded on June 8, 2006 at reel 003323, frame 0657, and rerecorded on June 12, 2006 at reel 003333, frame 0895 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors have granted to the Lender, as security for the Obligations (as defined in the Loan Agreement), a Security Interest (as defined in the Trademark Security Agreement) in all of the Grantors' right, title and interest in and to those certain trademarks and trademark registrations listed on Exhibit A attached hereto, including all TM Collateral (as defined in the Trademark Security Agreement) related thereto (the "Released Trademarks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of September 29, 2008 among Skate Direct, LLC, dELiA\*s, Inc., Zephyr Acquisition, LLC, and Foot Locker, Inc. solely for the purposes of Section 10.13(b), the Grantors have requested that the Lender release the Security Interest granted to the Lender by the Grantors with respect to the Grantors' right, title and interest in and to the Released Trademarks (to the extent of the Grantors' interest therein) pursuant to the Trademark Security Agreement or otherwise.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender hereby:

(a) terminates and releases the liens and security interests (including the Security Interest) granted by the Grantors to the Lender pursuant to any security agreement (including, but not limited to, the Trademark Security Agreement), in all of the Grantors' right, title and interest in and to the Released Trademarks; and

(b) to the extent the Lender shall be deemed to have any right, title or interest in or to the Released Trademarks, the Lender hereby transfers and assigns to the Grantors all of such right, title and interest solely with respect to the Released Trademarks.

The Lender agrees that it shall, from time to time execute, acknowledge and deliver to each Grantor and its designees, successors or assigns, at the sole cost and expense of the Grantor, such instruments, agreements, and other documents as such Grantor or its successors or assigns



shall reasonably request in order to further evidences the releases and discharges described above.

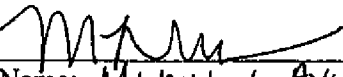
Except as expressly modified hereby, the Trademark Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Trademark Security Agreement.



IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Second Amended and Restated Trademark and Trademark Applications Security Agreement to be executed by its duly authorized officer as of the Effective Date.

WELLS FARGO RETAIL FINANCE II, LLC

By:   
Name: Michael L. Ayon  
Title: Vice President



**EXHIBIT A**

**RELEASED TRADEMARKS**

<b>Description of Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CCS	2338365	April 4, 2000
[CCS]	2695754	March 11, 2003