

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
Skate Direct, LLC		11/05/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zephyr Acquisition, LLC		
Street Address:	112 West 34th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10120		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77031675	CCS	
Registration Number:	2338365	CCS	
Registration Number:	2695754	[CCS]	
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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:	14697/1016; 1017; 1018		
NAME OF SUBMITTER:	James E. Rosini, Esq.		

OP \$90.00 77031675

900130175

TRADEMARK
REEL: 003959 FRAME: 0018

Signature:	/James E. Rosini/
Date:	03/25/2009
Total Attachments: 2 source=CCS and CCS Logo - Skate Direct, LLC to Zephyr Acquisition , LLC#page1.tif source=CCS and CCS Logo - Skate Direct, LLC to Zephyr Acquisition , LLC#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Skate Direct, LLC, a limited liability company organized under the laws of the state of Delaware, having an address at 50 West 23rd Street, New York, New York 10010 (hereinafter "Assignor"), is the owner of all right, title and interest in and to the trademark and trademark application number 77/031,675 for CCS and the trademarks and trademark registration numbers 2,338,365 for CCS and 2,695,734 for CCS (collectively, the "Trademarks");


WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") by and between Assignor, dELIA*s, Inc., Foot Locker, Inc. (solely for the purposes of Section 10.13(b)) and Zephyr Acquisition, LLC, a limited liability company organized under the laws of the state of Wisconsin, having an address at 112 West 34th Street, New York, New York 10120 (hereinafter "Assignee") Assignor has agreed to assign to Assignee all right, title and interest in and to such Trademarks.

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the rights to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Subject to Section 6.2(b) of the Asset Purchase Agreement, Assignor also represents and warrants that it shall supply Assignee with any and all further documents necessary to effectuate this Assignment.

SKATE DIRECT, LLC


Name: Robert E. Bernard
Title : Chief Executive Officer

4A/742978.3