

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to the Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.B. Royalty, Inc.		09/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Crystal Capital Fund Management, L.P.		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77688088	WANT IT NOW?	
Serial Number:	77644862	DEB	
Serial Number:	77641179	DEB	
Serial Number:	77503382	DEBSHOPS.COM	
Serial Number:	77503177	DEBSHOPS	
Serial Number:	77748944	GIRLS JUST WANNA HAVE FUN	
CORRESPONDENCE DATA			
Fax Number:	(202)739-5723		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027395723		
Email:	chimmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	102508-0002		

CH \$165.00 77688088

NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	09/09/2009
Total Attachments: 9 source=Supplement to IP Security Agreement (2)#page1.tif source=Supplement to IP Security Agreement (2)#page2.tif source=Supplement to IP Security Agreement (2)#page3.tif source=Supplement to IP Security Agreement (2)#page4.tif source=Supplement to IP Security Agreement (2)#page5.tif source=Supplement to IP Security Agreement (2)#page6.tif source=Supplement to IP Security Agreement (2)#page7.tif source=Supplement to IP Security Agreement (2)#page8.tif source=Supplement to IP Security Agreement (2)#page9.tif	

SUPPLEMENT TO THE
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to the Second Lien Intellectual Property Security Agreement, dated as of September 3, 2009 (“Supplement”), between each of the signatories hereto as guarantors under the Second Lien Guarantee and Collateral Agreement (as defined below) (together with any other entity that may become a party hereto as provided herein, collectively, the “Grantors”) and Crystal Capital Fund Management, L.P., in its capacity as Second Lien Administrative Agent (together with its successors and assigns in such capacity, the “Second Lien Administrative Agent”) for the banks and other financial institutions or entities from time to time parties to the Credit Agreement (as defined below) (the “Lenders”) supplements the Second Lien Intellectual Property Security Agreement, dated as of October 23, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien IP Security Agreement”) between each of the Grantors and the Second Lien Administrative Agent (as successor in interest to Barclays Bank PLC).

WITNESSETH:

WHEREAS, the Grantors, the Lenders, the Second Lien Administrative Agent and certain other parties as named therein entered into that certain Amended and Restated Second Lien Credit Agreement, dated as of October 23, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Grantors and the Second Lien Administrative Agent entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of October 23, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”);

WHEREAS, the Grantors and the Second Lien Administrative Agent entered into the Second Lien IP Security Agreement in order to facilitate the perfection of the Second Lien Administrative Agent’s security interest in certain Intellectual Property (as defined in the Credit Agreement);

WHEREAS, subsequent to the execution of the Second Lien IP Security Agreement, the Grantors have obtained an ownership interest in certain Intellectual Property not identified on the schedules of the Second Lien IP Security Agreement (the “New Intellectual Property”) and under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors have granted a security interest in such New Intellectual Property of the Grantors, in favor of the Second Lien Administrative Agent, for the ratable benefit of the Agents and the Lenders; and

WHEREAS, the Grantors have agreed to execute and deliver this Supplement for the filing, registration and recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental authorities;

NOW, THEREFORE, in consideration of the premises herein stated and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each

Grantor hereby agrees with the Second Lien Administrative Agent, for the ratable benefit of the Agents and the Lenders, as follows:

Section 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Guarantee and Collateral Agreement.

Section 2. Grant of Security Interests in Intellectual Property Collateral. Each Grantor hereby assigns and transfers to the Second Lien Administrative Agent, and hereby grants to the Second Lien Administrative Agent, for the ratable benefit of the Agents and the Lenders (and any affiliates of any Agent or Lender to which Borrower Hedge Agreement Obligations are owing), a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (collectively, the "Intellectual Property Collateral"):

1. Copyright Collateral

(a) (i) all copyrights arising under the laws of the United States, any other country, union of countries, or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including, all protectable designs, and all works of authorship, (ii) all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications set forth on Schedule I, (iii) the right to obtain all extensions and renewals thereof, (iv) all rights to sue at law or in equity, or otherwise recover, for any past, present, and future infringements and other violations thereof, (v) all proceeds of the foregoing, including, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, "Copyrights").

(b) any agreement naming any Grantor as licensor or licensee, granting any right in, to or under any Copyright, including, the grant of rights to manufacture, print, publish, publicly perform, display, copy, create derivative works of, distribute, exploit, and sell materials derived from any Copyright, including, without limitation, any of the foregoing referred to in Schedule I (collectively, "Copyright Licenses").

2. Patent Collateral

(a) (i) all letters patent of the United States, any other country, union of countries or any political subdivision thereof, and all reissues and extensions thereof, (ii) all applications for letters patent of the United States or any other country or union of countries or any political subdivision thereof and all divisions, continuations and continuations-in-part, renewals, and reexaminations thereof, including any of the foregoing referred to in Schedule II, (iii) all inventions and improvements described therein, (iv) all rights to obtain any reissues or extensions of the foregoing, (v) all rights to sue, or otherwise recover, at law or in equity for any past, present, and future infringements or other violations thereof, (vi) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of

suit, and (vii) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, "Patents").

(b) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right in, to, or under any Patent, including, any right to manufacture, use, import, export, sell, or offer to sell any invention or design covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule II (collectively, "Patent Licenses").

3. Trademark Collateral

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, designs, or other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule III, (ii) the right to, and to obtain, all renewals thereof, (iii) all rights to sue at law or in equity, or otherwise recover, for any past, present, and future infringements, dilutions, or other violations of any of the foregoing, or for any injury to goodwill, (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, "Trademarks"); provided, however, that no security interest shall attach to any "intent-to-use" application prior to the filing of and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto to the extent, if any, that solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under applicable federal law.

(b) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to, under or to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule III (collectively, "Trademark Licenses").

Section 3. Security Agreement. The security interest granted pursuant to this Supplement is granted in conjunction with the security interest granted to the Second Lien Administrative Agent for the ratable benefit of the Agents and the Lenders (and any affiliates of any Agent or Lender to which Borrower Hedge Agreement Obligations are owing) pursuant to the Second Lien Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.

Section 4. Recordation. This Supplement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental authorities. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the United States Copyright Office and any other applicable governmental authorities record this Supplement.

Section 5. Applicable Law. This Supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Counterparts. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Supplement to the Second Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

D.B. ROYALTY, INC.

By: Barry Anson
Name: Barry Susson
Title: VP CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF PA)
COUNTY OF Phila) ss.

On this 31st day of August 2009 before me personally appeared Barry Susson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Dunleavy
Notary Public

{seal}

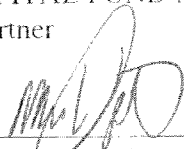
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan Dunleavy, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Oct. 18, 2012
Member, Pennsylvania Association of Notaries

Signature page to Supplement to Second Lien IP Security Agreement

Accepted and Agreed:

CRYSTAL CAPITAL FUND MANAGEMENT, L.P.,
as Second Lien Administrative Agent
By: **CRYSTAL CAPITAL FUND MANAGEMENT GP,**
LLC, its General Partner

By: _____



Name:

Michael L. Pizette

Title:

Managing Director

Signature page to Supplement to Second Lien IP Security Agreement

TRADEMARK
REEL: 004058 FRAME: 0740

COPYRIGHT REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
----------------	--------------	------------------------------------	---------------	--

None.

PATENT REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
----------------	--------------	------------------------------------	---------------	--

None.

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.
D.B. Royalty, Inc.	WANT IT NOW? (Block Letters)	03/11/2009	Pending	77-688088
D.B. Royalty, Inc.	DEB (and Design)	01/07/2009	Pending	77-644862
D.B. Royalty, Inc.	DEB (and Design)	12/30/2008	Pending	77-641179
D.B. Royalty, Inc.	DEBSHOPS.COM (Block Letters)	06/19/2008	Pending	77-503382
D.B. Royalty, Inc.	DEBSHOPS (Block Letters)	06/19/2008	Pending	77-503177
D.B. Royalty, Inc.	GIRLS JUST WANT TO HAVE FUN	06/01/2009	Pending	77-748944