

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D.B. Royalty, Inc.		09/03/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	UK public limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3136531	BODY ZONE	
Registration Number:	2786298	DEBUT	
Registration Number:	3600385	VOLTAGE	
Registration Number:	2500198	CUT4U	
Registration Number:	2471653	HYPHEN	
Registration Number:	2451078	US THREE	
Registration Number:	2907454	PULSE	
Registration Number:	2559696	FORBIDDEN	
Registration Number:	2342541	TOPS N BOTTOMS	
Registration Number:	1377670	DEB	
Registration Number:	1290180	DEB	
Registration Number:	1329017	CSO	
Registration Number:	1003568	DEB	
Registration Number:	2310568	I WANT IT. I NEED IT. I HAVE TO HAVE IT!	

**CH \$415.00 3136531**

Registration Number:	2835655	XCESSORZONE
Registration Number:	1678145	TOPS 'N BOTTOMS

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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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
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	09/09/2009

**Total Attachments: 4**  
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**ASSIGNMENT AND ASSUMPTION  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Assignment"), is dated as of September 3, 2009, and made by **BARCLAYS BANK PLC**, in its capacity as resigning Second Lien Administrative Agent (the "Resigning Administrative Agent"), to **CRYSTAL CAPITAL FUND MANAGEMENT, L.P.**, as successor Second Lien Administrative Agent (the "Successor Administrative Agent").

WHEREAS, pursuant to that certain Second Lien Intellectual Property Security Agreement, dated as of October 23, 2007, made by DSI Holdings, Inc., DSI Acquisition, Inc., Deb Shops, Inc., D.B. Royalty, Inc., certain subsidiaries of DSI Holdings, Inc. as grantors (the "Grantors"), and Barclays Bank PLC as second lien administrative agent (the "Security Agreement"), a security interest was granted to the Resigning Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 26, 2007, at Reel 003667 and Frame 0779; and

WHEREAS, the Resigning Administrative Agent desires to assign and delegate its rights, title and interest in and to the Security Agreement and the Trademark Collateral, and the Successor Administrative Agent desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, each of the Resigning Administrative Agent and the Successor Administrative Agent agree as follows:

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Security Agreement. The term "Trademark Collateral" as used herein, shall mean all of the Resigning Administrative Agent's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Assignment and Assumption of Security Interest. Effective as of September 8, 2009, the Resigning Administrative Agent hereby assigns and transfers unto the Successor Administrative Agent, and the Successor Administrative Agent hereby accepts all of the Resigning Administrative Agent's rights, title and interest in and to the Security Agreement and Trademark Collateral.

3. Further Assurances. Each of the Resigning Administrative Agent and the Successor Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

**RESIGNING COLLATERAL AGENT:**

**BARCLAYS BANK PLC**

By:   
Arthur Olsen

Title: Director

**SUCCESSOR COLLATERAL AGENT:**

**CRYSTAL CAPITAL FUND MANAGEMENT, L.P.**  
By: CRYSTAL CAPITAL FUND MANAGEMENT GP,  
LLC, its General Partner

By: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

**RESIGNING COLLATERAL AGENT:**

**BARCLAYS BANK PLC**

By: \_\_\_\_\_  
Name:  
Title:

**SUCCESSOR COLLATERAL AGENT:**

**CRYSTAL CAPITAL FUND MANAGEMENT, L.P.**  
By: CRYSTAL CAPITAL FUND MANAGEMENT GP,  
LLC, its General Partner

By: \_\_\_\_\_  
Name: **Michael L. Pizette**  
Title: **Managing Director**

Schedule A

TRADEMARK COLLATERAL

Federal Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
D.B. Royalty, Inc.	USA	BODY ZONE (Stylized)	3136531	08/29/2006
D.B. Royalty, Inc.	USA	DEBUT	2786298	11/25/2003
D.B. Royalty, Inc.	USA	VOLTAGE (Stylized)	3600385	03/31/2009
D.B. Royalty, Inc.	USA	CUT4U (Stylized)	2500198	10/23/2001
D.B. Royalty, Inc.	USA	HYPHEN (Stylized)	2471653	07/24/2001
D.B. Royalty, Inc.	USA	US THREE (and Design)	2451078	05/15/2001
D.B. Royalty, Inc.	USA	PULSE (and Design)	2907454	12/07/2004
D.B. Royalty, Inc.	USA	FORBIDDEN	2559696	04/09/2002
D.B. Royalty, Inc.	USA	TOPS N BOTTOMS (and Design)	2342541	04/18/2000
D.B. Royalty, Inc.	USA	I WANT IT. I NEED IT. I HAVE TO HAVE IT!	2310568	01/25/2000
D.B. Royalty, Inc.	USA	XCESSORZONE	2835655	04/27/2004
D.B. Royalty, Inc.	USA	CLUB ZONE	2283897	10/05/1999
D.B. Royalty, Inc.	USA	TOPS 'N BOTTOMS	1678145	03/03/1992 Renewed 03/03/2002
D.B. Royalty, Inc.	USA	DEB (Stylized)	1377670	01/07/1986 Renewed 01/07/2006
D.B. Royalty, Inc.	USA	DEB (Stylized)	1290180	08/14/1984 Renewed 08/14/2004
D.B. Royalty, Inc.	USA	CSO (and Design)	1329017	04/02/1985 Renewed 04/02/2005
D.B. Royalty, Inc.	USA	DEB	1003568	01/28/1975 Renewed 01/28/2005