

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY AGREEMENT FOR SERVICE MARKS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC, as administrative and collateral agent		12/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DTLR, Inc. (f/k/a Levtran Enterprises, Inc.)		
Street Address:	7455 New Ridge Road		
Internal Address:	Suite N		
City:	Hanover		
State/Country:	MARYLAND		
Postal Code:	21076		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2910244	DTLR	
Registration Number:	2993764	YOUR FASHION ... YOUR LIFESTYLE!	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	029034-0013		
NAME OF SUBMITTER:	Scott Kareff (c/m 029034-0013)		

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TRADEMARK
 REEL: 004428 FRAME: 0200

Signature:	/kc for sk/
Date:	12/08/2010
Total Attachments: 3 source=Trademark Release of Service Marks for CapitalSource - DTLR#page1.tif source=Trademark Release of Service Marks for CapitalSource - DTLR#page2.tif source=Trademark Release of Service Marks for CapitalSource - DTLR#page3.tif	

RELEASE OF SECURITY AGREEMENT FOR SERVICE MARKS

This Release of Security Agreement for Service Marks (the "Release"), dated as of December 7, 2010 is made by CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent for itself, documentation agent and lenders ("Releasor"), in favor of DTLR, INC. (f/k/a LEVTRAN ENTERPRISES, INC.), a Maryland corporation ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Security Agreement, dated as of October 20, 2005, as from time to time amended, restated, supplemented or otherwise modified (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the parties hereto entered into the Security Agreement for Service Marks, dated as of October 20, 2005 (the "Security Agreement for Service Marks"), recorded in the United States Patent and Trademark Office at Reel 3186, Frame 294 on November 2, 2005, under which Releasee granted to Releasor, as for the benefit of the Lender Parties, a continuing security interest in all of Releasee's right, title and interest in, to and under the service marks listed on Schedule I attached hereto (the "Marks"), together with, among other things, the good-will of the business symbolized by the Marks and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Service Mark Collateral"); and

WHEREAS, the Secured Obligations (as defined in the Security Agreement) have now been satisfied and Releasee has requested Releasor's release, and Releasor has agreed to release, any and all interest it may have in the Service Mark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement for Service Marks.
2. Release of Security Interest. Releasor does hereby, without any representation and warrant and without any recourse to Releasor, release, relinquish and discharge any and all interests it may have in the Service Mark Collateral.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Agreement for Service Marks to be duly executed as of December 7, 2010.

CAPITALSOURCE FINANCE LLC, as Releasor

By: _____
Name:
Title:




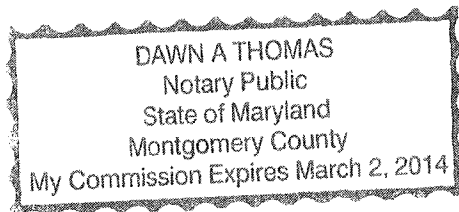
Christopher Blagg
Authorized Signatory

STATE OF MD

ss.:
COUNTY OF Montgomery

On this 6th day of December, 2010, before me personally came Christopher Blagg, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Authorized Signatory of Capital Source Finance LLC, a Delaware Limited Liability Co., and that s/he executed the foregoing instrument in the firm name of Capital Source Finance LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Dawn A. Thomas
[NOTARY SEAL]



Release of Security Agreement for
Service Marks

TRADEMARK
REEL: 004428 FRAME: 0203

SCHEDULE I

Marks

<u>Mark</u>	<u>Reg. No.</u>
DTLR	2,910,244
YOUR FASHION . . . YOUR LIFESTYLE!	2,993,764