

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT FOR TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DTLR, Inc.		12/07/2010	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as administrative agent and collateral agent		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2910244	DTLR	
<b>Registration Number:</b>	2993764	YOUR FASHION ... YOUR LIFESTYLE!	
<b>Registration Number:</b>	3439397	BASKETBALL BUC\$	
<b>Registration Number:</b>	3637277	HOMEROOM HUDDLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	029034-0013		

**CH \$115.00 2910244**

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**TRADEMARK  
 REEL: 004429 FRAME: 0750**

NAME OF SUBMITTER:	Scott Kareff (029034-0013)
Signature:	/kc for sk/
Date:	12/10/2010
<b>Total Attachments: 3</b> source=Trademark Security Agreement for DTLR#page1.tif source=Trademark Security Agreement for DTLR#page2.tif source=Trademark Security Agreement for DTLR#page3.tif	

SECURITY AGREEMENT FOR

TRADEMARKS

WHEREAS, DTLR, Inc., a Maryland corporation (the "Grantor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated December 7, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wells Fargo Bank, National Association, as administrative agent and collateral agent for certain agents and other secured parties (in such capacity, together with any successors and assigns, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and 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 (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement for Trademarks to be duly executed by its officer thereunto duly authorized as of December 7, 2010.

GRANTOR:

DTLR, INC.

By: Richard Pitts  
Name: Richard Pitts  
Title: Chief Financial Officer

STATE OF Maryland  
COUNTY OF Prince Georges ss.:

On this 6 day of December, 2010, before me personally came Richard Pitts, 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 CFO of DTLR, Inc, a Maryland Company, and that s/he executed the foregoing instrument in the firm name of DTLR, Inc, 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.

Sheldean Sherrod Floyd

SHELDEAN S'HERROD FLOYD  
Notary Public-Maryland  
Prince George's County  
My Commission Expires  
September 15, 2013

Trademark Security Agreement

TRADEMARK  
REEL: 004429 FRAME: 0753

SCHEDULE 1A TO SECURITY AGREEMENT FOR  
TRADEMARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
DTLR	DTLR, Inc.	December 22, 2003	Active	Reg. No. 2910244
Your Fashion . . . Your Lifestyle!	DTLR, Inc.	December 22, 2003	Active	Reg. No. 2993764
Basketball Buc\$	DTLR, Inc.	May 16, 2007	Active	Reg. No. 3439397
Homeroom Huddle	DTLR, Inc.	May 16, 2007	Active	Reg. No. 3637277