

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BARCLAYS BANK PLC (Resigning First Lien Administrative Agent)		04/15/2011	bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABLECO FINANCE LLC (successor First Lien Administrative Agent)		
<b>Street Address:</b>	299 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</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:	2310568	I WANT IT. I NEED IT. I HAVE TO HAVE IT!	
Registration Number:	2835655	XCESSORZONE	
Registration Number:	2283897	CLUB ZONE	
Registration Number:	1678145	TOPS 'N BOTTOMS	
Registration Number:	1377670	DEB	

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Registration Number:	1290180	DEB
Registration Number:	1329017	CSO
Registration Number:	1003568	DEB
Registration Number:	3822791	WANT IT NOW?
Registration Number:	3782282	DEB
Registration Number:	3782264	DEB
Registration Number:	3764215	DEBSHOPS.COM
Registration Number:	3787977	DEBSHOPS

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-4559  
Email: vindra.richter@weil.com  
Correspondent Name: Vindra Richter c/o Weil et al  
Address Line 1: 767 Fifth Ave.  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	K.SEAY/40517/4/ASSUMP/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	04/25/2011

Total Attachments: 6  
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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 April 15, 2011, and made by BARCLAYS BANK PLC, in its capacity as resigning First Lien Administrative Agent (the "Resigning Administrative Agent"), to ABLECO FINANCE LLC, as successor First Lien Administrative Agent (the "Successor Administrative Agent").

WHEREAS, pursuant to that certain First 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 first lien administrative agent (as amended, restated, supplemented or modified, 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 0762; 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 meanings 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 Interests. Effective as of the date hereof, 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.

*[Remainder of page intentionally blank.]*

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

RESIGNING COLLATERAL AGENT:

BARCLAYS BANK PLC

By: *Diane Rolfe*  
Name: Diane Rolfe  
Title: Director

SUCCESSOR COLLATERAL AGENT:

ABLECO FINANCE LLC

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

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:

ABLECO FINANCE LLC

By: \_\_\_\_\_  
Name: Kevin Gonda  
Title: Vice Chairman

**Schedule A**

**TRADEMARK COLLATERAL**

**Federal Trademarks**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
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
D.B. Royalty, Inc.	USA	VOLTAGE	3600385	03/31/09
D.B. Royalty, Inc.	USA	WANT IT NOW? (Block Letters)	3822791	07/20/10
D.B. Royalty, Inc.	USA	DEB (and Design)	3782282	04/27/10

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
D.B. Royalty, Inc.	USA	DEB (and Design)	3782264	04/27/10
D.B. Royalty, Inc.	USA	DEBSHOPS.COM (Block Letters)	3764215	03/23/10
D.B. Royalty, Inc.	USA	DEBSHOPS (Block Letters)	3787977	05/11/10