

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		TRADEMARK ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deb Shops, Inc.		10/11/2011	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deb Shops SDW LLC		
<b>Street Address:</b>	9401 Blue Grass Road		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19114		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1329017	CSO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
<b>Phone:</b>	212-756-2552		
<b>Email:</b>	marisa.davidson@srz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	M. Davidson 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>	014951-0849		
<b>NAME OF SUBMITTER:</b>	Marisa Davidson (014951-0849)		
<b>Signature:</b>	/kc for md/		

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**TRADEMARK  
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Date:

10/13/2011

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of October 11, 2011 (the "Effective Date") by and between Deb Shops, Inc., a corporation formed under the laws of Pennsylvania ("Assignor"), and Deb Shops SDW LLC, a limited liability company formed under the laws of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of June 24, 2011 (the "APA"), pursuant to which Assignor did agree to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under Purchased Assets (as defined in the APA), including, without limitation, the trademarks and service marks listed on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks, and Assignor wishes to assign same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of its right, title and interest, including common law rights, in and to the Trademarks, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby authorizes and requests the relevant trademark authorities or agencies to record Assignee as the owner of Assignor's entire right, title and interest in and to the Trademarks.
3. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns or other legal representatives.
4. This Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic means (*e.g.*, electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Assignment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

DEB SHOPS, INC.

By: Barry Susson  
Name: Barry Susson  
Title: CFO

**ASSIGNEE:**

DEB SHOPS SDW LLC

By: DEB SHOPS SD INC., its managing member

By: Barry Susson  
Name: Barry Susson  
Title: Chief Financial Officer

Schedule A**Trademarks**

<b>Trademark</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Application Number</b>	<b>Application Date</b>
CSO and Hanger Design	1,329,017	04/02/1985	73/389,037	09/27/1982