

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DEB SHOPS SDW, LLC		10/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ABLECO, L.L.C.
<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

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	1290180	DEB
Registration Number:	1329017	CSO
Registration Number:	1377670	DEB
Registration Number:	1678145	TOPS 'N BOTTOMS
Registration Number:	1003568	DEB
Registration Number:	2283897	CLUB ZONE
Registration Number:	2835655	XCESSORZONE
Registration Number:	2310568	I WANT IT. I NEED IT. I HAVE TO HAVE IT!
Registration Number:	2907454	PULSE
Registration Number:	2471653	HYPHEN
Registration Number:	2500198	CUT4U
Registration Number:	2559696	FORBIDDEN
Registration Number:	2786298	DEBUT
Registration Number:	3136531	BODY ZONE

**TRADEMARK**

**900205230**

**REEL: 004645 FRAME: 0783**

**CH \$765.00 1290180**

Registration Number:	3600385	VOLTAGE
Registration Number:	3822791	WANT IT NOW?
Registration Number:	3782282	DEB
Registration Number:	3782264	DEB
Registration Number:	3764215	DEBSHOPS.COM
Registration Number:	3787977	DEBSHOPS
Serial Number:	85074573	BLUE REIGN
Serial Number:	85074595	REIGN BY DEB
Serial Number:	85286523	REIGN BY DEB
Serial Number:	77931287	TABOO
Serial Number:	85018148	TABOO
Serial Number:	85117626	WE'VE GOT YOUR NUMBER
Serial Number:	85117809	WE'VE GOT YOUR NUMBER
Serial Number:	85319441	REIGN BY DEB
Serial Number:	85975536	WE'VE GOT YOUR NUMBER
Serial Number:	85975535	WE'VE GOT YOUR NUMBER

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
Phone: (212) 756-2552  
Email: marisa.davidson@srz.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Marisa J. Davidson  
Address Line 1: Schulte Roth & Zabel, 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0849
NAME OF SUBMITTER:	Marisa J. Davidson
Signature:	/RS for MJD/
Date:	10/18/2011

Total Attachments: 12  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 11, 2011, is made by DEB SHOPS SDW, LLC, a Delaware limited liability company (the "Debtor"), in favor of ABLECO, L.L.C. ("Ableco"), as the collateral agent for the below defined Lender Group (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent").

### RECITALS

WHEREAS, SDW and certain of its affiliates, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent and Ableco, as the administrative agent for the Lenders ("Administrative Agent" and, together with Collateral Agent, each an "Agent" and collectively, the "Agents") have entered into that certain Financing Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), pursuant to which the below-defined Lender Group has agreed to make certain financial accommodations to SDW and the other Borrowers (as defined therein);

WHEREAS, pursuant to the Financing Agreement, Debtor has granted to Collateral Agent, for the benefit of the Lender Group, security interests in (among other things) all or substantially all of Debtor's general intangibles; and

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lender Group under the Financing Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as defined below) and as further evidence of Collateral Agent's existing security interests in the Trademark Collateral (as defined below).

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent as follows:

1. Definitions: Interpretation.

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement. As used in this Agreement, the following terms shall have the following definitions:

"Administrative Agent" shall have the meaning ascribed to such term in the recitals hereto.

"Agent" and "Agents" shall have the meanings ascribed to such terms in the recitals hereto.

"Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

“Bankruptcy Code” means the United States Bankruptcy code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Collateral Agent” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Financing Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Debtor” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” means any Event of Default under the Financing Agreement.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, or any other proceeding by or against any person or its assets relating to formal or informal moratoria, compositions, marshaling, extensions generally with creditors, or seeking reorganization, arrangement, or other similar relief.

“Lender” and “Lenders” shall have the respective meanings specified therefor in the recitals hereto.

“Lender Group” means collectively the Lenders and Agents.

“Loan Documents” shall mean the Financing Agreement and the other Loan Documents.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean the Obligations.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code (as defined in the Financing Agreement).

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Financing Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and

the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent for the benefit of the Lender Group (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed in conflict with the Financing Agreement.

(x) All of the Schedules attached hereto shall be deemed incorporated by reference.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations.

To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral");

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Debtor's name or in the name of Collateral Agent or in the name of Collateral Agent for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, in the Financing Agreement or any Other Document, the Trademark Collateral shall expressly exclude all assets excluded from the definition of "Collateral" in the Financing Agreement.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18 hereof.

(c) Incorporation into Financing Agreement. This Agreement shall be fully incorporated into the Financing Agreement and all understandings, agreements and provisions contained in the Financing Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Financing Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Documents.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance satisfactory to Collateral Agent in its Permitted Discretion, which Collateral Agent may request from time to time, that are necessary to perfect and continue the perfection or to maintain the priority of, the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is required to deliver in accordance with the foregoing, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, upon three (3) days' prior notice to Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent deems necessary to maintain, preserve and protect the Trademark Collateral, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:



(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks existing on the Closing Date that are registered or for which any application for registration has been filed with the PTO, and that are owned and used by Debtor.

(b) Trademarks Subsisting. To the knowledge of Debtor as of the Closing Date, each of Debtor's Trademarks listed in Schedule A that is material to the business of the Debtor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable.

(c) Ownership of Trademark Collateral. As of the Closing Date, (i) Debtor has rights in and good and defensible title to the Trademark Collateral and (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens (other than Permitted Encumbrances).

(d) No Infringement. To Debtor's knowledge, (i) no infringement or unauthorized use presently is being made of any of Trademark Collateral by any Person, and (ii) the use of the Trademark Collateral by Debtor does not infringe upon or violate any right; privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement, in each case, to the extent the same could reasonably be expected to have a Material Adverse Effect.

(e) Powers. Debtor has the power and authority to pledge and to grant to Agent security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained, except to the extent the failure to obtain such Consent could not reasonably be expected to result in a Material Adverse Effect.

5. [Reserved.]

6. Future Rights. If and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Collateral Agent notice thereof in accordance with Section 12.01 of the Financing Agreement.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any other member of the Lender Group hereunder or in connection herewith, neither Collateral Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Lender Group and Collateral Agent on behalf thereof shall have all rights and remedies available to them under the Financing Agreement and the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent deems necessary or advisable, in the name of Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in its Permitted Discretion in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, upon the request of Collateral Agent during the continuance of an Event of Default, Debtor, in the exercise of its reasonable business judgment, agrees to use all commercially reasonable efforts to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation that is requested by Collateral Agent in its Permitted Discretion.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. The foregoing notwithstanding, Collateral Agent may supplement the Schedules hereto or execute a supplemental Trademark Security Agreement, as provided herein, and the terms of any such

supplement or supplemental Trademark Security Agreement shall be deemed to be incorporated herein by this reference.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Financing Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Agreement and all such rights and remedies are cumulative.

17. [Reserved.]

18. Termination. When the Secured Obligations (other than contingent obligations as to which no claim has been made) have been paid in full in accordance with the terms of the Financing Agreement, and the Commitments shall have expired or been irrevocably terminated, this Agreement shall terminate (subject to Section 19) and all rights in the Trademark Collateral shall revert to the Debtor. Collateral Agent, at the request and sole expense of a Debtor will promptly execute and deliver to Debtor the proper instruments (including Uniform Commercial Code termination statements and including cancellation of this Agreement by written notice from Collateral Agent to the PTO) acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to Debtor, without recourse, representation or warranty of any kind whatsoever, such of the Trademark Collateral that has not theretofore been disposed of, applied or released.

19. Revival and Reinstatement of Secured Obligations. If the incurrence or payment of the Secured Obligations by Debtor or the transfer by Debtor to Collateral Agent or any other member of the Lender Group of any property of Debtor should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, and other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Collateral Agent or any other member of the Lender Group is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so

upon the reasonable written advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Agent or any other member of the Lender Group is required or elects to repay or restore, the liability of Debtor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

20. Intercreditor Agreement. This Agreement is subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

DEBTORS:

DEB SHOPS SDW LLC,  
a Delaware limited liability company

By: DEB SHOPS SD INC., its  
managing member

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

COLLATERAL AGENT:

ABLECO, L.L.C.,  
as Collateral Agent

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

DEBTORS:

DEB SHOPS SDW LLC,  
a Delaware limited liability company

By: DEB SHOPS SD INC., its  
managing member

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

COLLATERAL AGENT:

ABLECO, L.L.C.,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Kevin Genda  
Title: Senior Managing Director

## SCHEDULE A

### to the Trademark Security Agreement

	Country	Record Owner	Trademark International Class	Reg. Number	Reg. Date	Application Number	Application Date
1.	U.S.	Deb Shops SDW LLC	DEB and Design	1,290,180	08/14/1984	73/420,443	04/07/1983
2.	U.S.	Deb Shops SDW LLC	CSO and Hanger Design	1,329,017	04/02/1985	73/389,037	09/27/1982
3.	U.S.	Deb Shops SDW LLC	DEB (Stylized)	1,377,670	01/07/1986	73/505,500	10/25/1984
4.	U.S.	Deb Shops SDW LLC	TOPS 'N BOTTOMS	1,678,145	03/03/1992	74/061,632	05/22/1990
5.	U.S.	Deb Shops SDW LLC	DEB	1,003,568	01/28/1975	72/465,849	08/22/1973
6.	U.S.	Deb Shops SDW LLC	CLUB ZONE	2,283,897	10/05/1999	75/374,967	10/17/1997
7.	U.S.	Deb Shops SDW LLC	XCESSORZONE	2,835,655	04/27/2004	75/412,564	12/30/1997
8.	U.S.	Deb Shops SDW LLC	I WANT IT. I NEED IT. I HAVE TO HAVE IT!	2,310,568	01/25/2000	75/460,587	04/02/1998
9.	U.S.	Deb Shops SDW LLC	PULSE and Design	2,907,454	12/07/2004	75/913,380	02/08/2000
10.	U.S.	Deb Shops SDW LLC	HYPHEN (Stylized)	2,471,653	07/24/2001	76/096,219	07/25/2000
11.	U.S.	Deb Shops SDW LLC	CUT 4 U (Stylized)	2,500,198	10/23/2001	76/134,670	09/25/2000
12.	U.S.	Deb Shops SDW LLC	FORBIDDEN	2,559,696	04/09/2002	75/860,383	12/15/1999
13.	U.S.	Deb Shops SDW LLC	DEBUT	2,786,298	11/25/2003	78/136,919	06/19/2002
14.	U.S.	Deb Shops SDW LLC	BODY ZONE (Stylized or with design)	3,136,531	08/29/2006	78/340,945	12/15/2003
15.	U.S.	Deb Shops SDW LLC	VOLTAGE and Design	3,600,385	03/31/2009	78/897,082	05/31/2006
16.	U.S.	Deb Shops SDW LLC	WANT IT NOW?	3,822,791	07/20/2010	77/688,088	03/11/2009
17.	U.S.	Deb Shops SDW LLC	DEB & Black and White Design	3,782,282	04/27/2010	77/644,862	01/07/2009
18.	U.S.	Deb Shops SDW LLC	DEB and Color Design	3,782,264	04/27/2010	77/641,179	12/30/2008
19.	U.S.	Deb Shops SDW LLC	DEBSHOPS.COM & Design	3,764,215	03/23/2010	77/503,382	06/19/2008
20.	U.S.	Deb Shops SDW LLC	DEBSHOPS	3,787,977	05/11/2010	77/503,177	06/19/2008
21.	U.S.	Deb Shops SDW LLC	BLUE REIGN	N/A	N/A	85/074,573	06/30/2010
22.	U.S.	Deb Shops SDW LLC	REIGN BY DEB	N/A	N/A	85/074,595	06/30/2010
23.	U.S.	Deb Shops SDW LLC	REIGN BY DEB	N/A	N/A	85/286,523	04/05/2011
24.	U.S.	Deb Shops SDW LLC	TABOO	N/A	N/A	77/931,287	02/09/2010
25.	U.S.	Deb Shops SDW LLC	TABOO	N/A	N/A	85/018,148	04/20/2010
26.	U.S.	Deb Shops SDW LLC	WE'VE GOT YOUR NUMBER (with green background)	N/A	N/A	85/117,626	08/27/2010
27.	U.S.	Deb Shops SDW LLC	WE'VE GOT YOUR NUMBER (with pink background)	N/A	N/A	85/117,809	08/27/2010
28.	U.S.	Deb Shops SDW LLC	REIGN BY DEB and Design	N/A	N/A	85/319,441	05/12/2011
29.	U.S.	Deb Shops SDW LLC	WE'VE GOT YOUR NUMBER (with green background)	N/A	N/A	85/975,536	8/27/2010
30.	U.S.	Deb Shops SDW LLC	WE'VE GOT YOUR NUMBER (with pink background)	N/A	N/A	85/975,535	8/27/2010