

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee to a Delaware limited liability company previously recorded on Reel 003334 Frame 0033. Assignor(s) hereby confirms the Other partial assignment: class 16 25 35.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy, Inc.		12/09/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alloy Merchandise, LLC		
Street Address:	151 W. 26th St., 11th Floor		
Internal Address:	c/o Alloy, Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2873155	ALLOY	
Registration Number:	2892305	ALLOY	
CORRESPONDENCE DATA			
Fax Number: 2127045987			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone: 2127046125			
Email: trademarks@troutmansanders.com,christina.russo@troutmansanders.com,karl.zielaznicki@troutmansanders.com			
Correspondent Name: Troutman Sanders LLP			
Address Line 1: 600 Peachtree St., NE, STE 5200			
Address Line 2: c/o TM DKT CLK (KMZ)			
Address Line 4: Atlanta, GEORGIA 30308-2216			
ATTORNEY DOCKET NUMBER:	233611.000009		

OP \$65.00 2873155

NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	05/29/2013
<p>Total Attachments: 5</p> <p>source=alloy-tm-3334-0033#page1.tif</p> <p>source=alloy-tm-3334-0033#page2.tif</p> <p>source=alloy-tm-3334-0033#page3.tif</p> <p>source=alloy-tm-3334-0033#page4.tif</p> <p>source=alloy-tm-3334-0033#page5.tif</p>	

04-27-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDED
TRADEMARK



103230665

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alloy, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 9, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other partial assignment: class 16 25 35

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Alloy Merchandise, LLC

Internal

Address: c/o Alloy, Inc.

Street Address: 151 W. 26th St., 11th Floor

City: New York

State: New York

Country: USA Zip: 10001

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☒ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

APR 19 2006

B. Trademark Registration No.(s)

2873155, 2892305

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
ALLOY and ALLOY & Design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rebecca E. McDougall

Internal Address: East Lobby, Suite 700

Street Address: 1025 Thomas Jefferson St., NW

City: Washington

State: DC Zip: 20007-5201

Phone Number: 202.625.3500

Fax Number: 202.295.1130

Email Address: rebecca.mcdougall@kattenlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501877 2873155

Authorized User Name Rebecca E. McDougall

9. Signature:

Rebecca E. McDougall
Signature

Name of Person Signing

4/17/06
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005036 FRAME: 0727

PARTIAL TRADEMARK ASSIGNMENT

THIS PARTIAL TRADEMARK ASSIGNMENT (hereinafter "**Assignment**") is made effective as of this 9th day of December, 2005, by and between Alloy, Inc., a Delaware corporation (hereinafter "**Assignor**"), and Alloy Merchandise, LLC, a Delaware limited liability company (hereinafter "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Alloy and dELiA*s, Inc., a Delaware corporation and the ultimate parent of Assignee ("**dELiA*s**") have entered into that certain Distribution Agreement dated as of December 9, 2005 (the "**Distribution Agreement**") regarding the separation of the Merchandising Business from the other businesses conducted by Assignor and its Subsidiaries and the transfer of assets related to the Merchandising Business, including stock and membership interests in certain Subsidiaries, to dELiA*s and its Subsidiaries followed by the distribution of all of the shares of common stock of dELiA*s owned by Assignor to Assignor's shareholders (any capitalized terms not defined herein shall have the meaning ascribed to such terms in the Distribution Agreement);

WHEREAS, in connection with the transactions contemplated by the Distribution Agreement, the Parties have decided to enter into a formal agreement assigning an interest in certain of Assignor's trademarks as used with certain goods and/or services to Assignee.

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign an interest in (a) United States Trademark and Servicemark registrations identified and set forth on Schedule A attached hereto as applied to the goods and services set forth therein (the "**Joint Marks**") and (b) the goodwill of the business associated with said Marks.

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

Assignor does hereby sell, assign, transfer and set over to Assignee an interest in and to the Joint Marks as applied to the goods and/or services set forth in Schedule A, together with the goodwill of the business with which the such goods and/or services are used, for the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for


Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Joint Marks as applied to the goods and/or services set forth in Schedule A in the United States. Concurrent with such request, Assignor will file a Request to Divide the registrations set forth on Schedule A requesting issuance of a new registration covering the assigned goods and/or services to be issued in Assignee's name.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed in two originals.

ALLOY, INC.

By: 
Name: James K Schwesow
Title: COO + CFO

ALLOY MERCHANDISE, LLC

By: _____
Name: _____
Title: _____

Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Joint Marks as applied to the goods and/or services set forth in Schedule A in the United States. Concurrent with such request, Assignor will file a Request to Divide the registrations set forth on Schedule A requesting issuance of a new registration covering the assigned goods and/or services to be issued in Assignee's name.

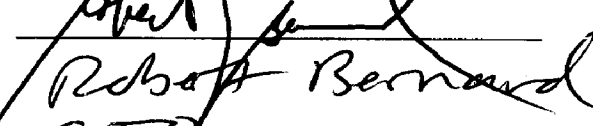
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed in two originals.

ALLOY, INC.

By: _____
Name:
Title:

ALLOY MERCHANDISE, LLC

By: 
Name: Robert Bernard
Title: CEO

Schedule A

U.S. Trademarks and Servicemarks

Mark	Registration No.	Class	Registration Date	Date of First Use
ALLOY	Reg No. 2873155	IC 16 (G & S: Periodicals and printed publications, namely catalogs for teenagers relating to teen-related issues and interests.)	8/17/2004	6/97
		IC 25 (G & S: Clothing, namely t-shirts, jackets, hats pants and shorts for teenagers and young adults.)		8/97
		IC 35 (G & S: On-line retail store services featuring teenager and young adult fashion and clothing, accessories, books, magazines, catalogues, and entertainment and recreational goods in the nature of prerecorded music and movies, athletic apparel and sporting goods.)		
ALLOY (design)	Reg No. 2892305	IC 16 (G & S: Periodicals and printed publications, namely catalogs for teenagers relating to teen-related issues and interests.)	10/12/2004	6/97
		IC 25 (G & S: Clothing, namely t-shirts, jackets, hats pants and shorts for teenagers and young adults.)		8/97
		IC 35 (G & S: On-line retail store services featuring teenager and young adult fashion and clothing, accessories, books, magazines, catalogues, and entertainment and recreational goods in the nature of prerecorded music and movies, athletic apparel and sporting goods.)		