

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/17/2013	Association:
RECEIVING PARTY DATA			
Name:	Manufactures and Traders Trust Company		
Street Address:	25 S. Charles Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2910244	DTLR	
Registration Number:	2993764	YOUR FASHION ... YOUR LIFESTYLE!	
Registration Number:	3439397	BASKETBALL BUC\$	
Registration Number:	3637277	HOMEROOM HUDDLE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Brian Wagner		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brian Wagner		
Signature:	/Michael Barys TR/		

OP \$115.00 2910244

Date:

10/21/2013

Total Attachments: 7

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ASSIGNMENT OF SECURITY AGREEMENT FOR TRADEMARKS

October 17, 2013

WITNESSETH:

WHEREAS, reference is made to (i) that certain Security Agreement dated as of December 7, 2010 (as amended, restated, supplemented or otherwise modified, the "Existing Security Agreement"), by, among others, DTLR, Inc., a Maryland corporation (the "Grantor"), and Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Existing Agent") for itself and certain agents and other secured parties; and (ii) that certain Security Agreement for Trademarks dated as of December 7, 2010 by and between the Grantor and the Existing Agent, which was recorded with the United States Patent and Trademark Office on December 10, 2010, at Reel 4429, Frame 0750 (as amended, restated, supplemented or otherwise modified, the "Existing Trademark Security Agreement" and, together with the Existing Security Agreement, the "Existing Agreements"). Unless otherwise defined herein, terms used in this release have the meanings provided in the Existing Agreements.

WHEREAS, pursuant to the Existing Agreements, the Grantor granted to the Existing Agent a security interest in the Collateral (as defined in the Existing Trademark Security Agreement, the "Collateral"), including those Trademarks identified in Schedule A hereto and made a part hereof.

WHEREAS, effective as of the date hereof, the Existing Agent has resigned as administrative agent and collateral agent in accordance with the terms of the Credit Agreement (as defined in the Existing Security Agreement).

WHEREAS, effective as of the date hereof, Manufacturers and Traders Trust Company has been appointed successor administrative agent and collateral agent (in such capacities, the "New Agent") in accordance with the terms of the Credit Agreement.

NOW, THEREFORE, the Existing Agent hereby transfers, conveys, assigns, and delivers to New Agent any lien and security interest which was granted to the Existing Agent pursuant to the Existing Trademark Security Agreement in all Collateral, including those Trademarks identified in Schedule A attached hereto.

The Existing Agent hereby authorizes the New Agent and its designee, including the Grantor or the Grantor's authorized representative, at the Grantor's sole cost and expense, to record this Assignment of Security Agreement for Trademarks with the United States Patent and Trademark Office. The Existing Agent further agrees that, upon request of the Grantor or the New Agent, and at the Grantor's sole cost and expense, the Existing Agent will execute and deliver any document and instrument (in each case in form and substance reasonably satisfactory to the Existing Agent), cause to be made any filing or take any other action deemed reasonably necessary or advisable by the New Agent to effectuate the assignment of interests contemplated herein.

The New Agent hereby agrees to indemnify and hold harmless the Existing Agent and its

Affiliates, managers, members, officers, employees, agents, representatives, successors, assigns, accountants and attorneys (each such Person, an "Indemnitee") from and against (a) any and all claims, damages, losses, liabilities, reasonable costs, and reasonable expenses (including, without limitation, reasonable attorneys' fees) that may be incurred by or asserted or awarded against the Existing Agent or any other Indemnitee which result from any action taken by the Assignor at the request of the New Agent hereunder, and (b) any and all debts, demands, actions, causes of action, suits, accounts, contracts, agreements, and damages and liabilities whatsoever of every kind, nature, and description whatsoever, both in law and equity, whether based in tort, contract, or any other theory of recovery (including, but without limitation, claims for incidental, consequential, compensatory, and punitive damages), which relate to or arise from the Existing Agreements and the other Loan Documents date hereof, in each case other than any occasioned by the gross negligence or willful misconduct of the Assignor or any other Indemnitee (it being acknowledged and agreed that the Grantor knowingly, voluntarily, and intentionally waives all claims to consequential, special or punitive damages).

This Assignment of Security Agreement for Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN TESTIMONY WHEREOF, the Existing Agent has hereunto signed on the date set forth above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Existing Agent

By: 
Name: Emily Abrahamson
Title: Authorized Signatory

Acknowledged and Accepted by:

GRANTOR:

DTLR, INC.

By: 

Name: Glenn Gaynor

Title: President

Signature Page to Assignment of Security Agreement for Trademarks

TRADEMARK
REEL: 005134 FRAME: 0182

Acknowledged and Accepted by:

NEW AGENT:

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: 

Name: Louis J. Noppenberger

Title: Administrative Vice President & Group
Manager

Signature Page to Assignment of Security Agreement for Trademarks

TRADEMARK
REEL: 005134 FRAME: 0183

SCHEDULE A

<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
Homerom Huddle	DTLR, Inc.	May 16, 2007	Active	Reg. No. 3637277