

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
dELiA's Brand LLC		02/24/2003	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	JLP Daisy LLC		
Street Address:	4300 East Fifth Avenue		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2084854		
Registration Number:	2104334		
Registration Number:	1943039	DELIA'S	
Registration Number:	2076125	DELIA'S	
Registration Number:	1997643	DELIA'S	
Registration Number:	2162324	DELIA'S	
Registration Number:	2204160	DELIA'S	
Registration Number:	2011083	DELIA'S	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5132412324		
Email:	tremaklus@whe-law.com		

OP \$215.00 2084854

Correspondent Name: Theodore R. Remaklus
Address Line 1: 441 Vine Street
Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: SSC-382 / 122

NAME OF SUBMITTER: Theodore R. Remaklus

Signature: /theodore r remaklus/

Date: 10/22/2013

Total Attachments: 17

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of February 24, 2003, made by dELiA*s Brand LLC (the "**Grantor**") in favor of JLP Daisy LLC (the "**Secured Party**").

PRELIMINARY STATEMENTS

(1) The Grantor is the owner of the trademarks listed on **Schedule A** (the "**Licensed Marks**").

(2) The Grantor and the Secured Party have entered into the Master License Agreement, dated as of the date hereof (the "**Master License Agreement**"), pursuant to which the Grantor has licensed the Licensed Marks to the Secured Party.

(3) The Grantor and the Secured Party desire to enter into this Security Agreement to assure the performance of the Grantor's obligations under the Master Agreement (the "**Obligations**").

SECTION 1. Definitions. As used herein, the following terms shall have the meaning assigned thereto:

"**Affiliates**" has the meaning specified in the Master Agreement.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to be closed.

"**Collateral**" has the meaning specified in Section 2(b) below.

"**Collateral Documents**" means, collectively, this Security Agreement and any UCC, Patent and Trademark Office or other governmental or regulatory filing or registration made in connection with the Security Interest.

"**dELiA*s License**" means the license granted to dELiA*s Corp. pursuant to the dELiA*s License Agreement.

"**dELiA*s License Agreement**" means the Trademark License Agreement, dated as of February __, 2003, by and between the Grantor and dELiA*s Corp.

"**Event of Default**" has the meaning specified in Section 2(c) below.

"**Governmental Authority**" shall mean any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having over the Grantor or any of its properties.

"**Governmental Authorization**" means an approval, consent, permit or similar authorization from a Governmental Authority.

"Grantor" has the meaning specified in the recitals above.

"License" has the meaning specified in the Master License Agreement.

"Licensed Marks" has the meaning specified in the recitals above.

"Lien" means any mortgage, lien, pledge, security interest, charge, adverse claim, encumbrance or similar right or interest.

"Master License Agreement" has the meaning specified in the recitals above.

"Obligations" has the meaning specified in the recitals above.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, unincorporated association, government (including any agency, instrumentality or political subdivision thereof) or any other entity of whatever nature.

"Recoupment" has the meaning specified in the Master Agreement.

"Secured Obligations" has the meaning specified in Section 2(a) below.

"Secured Party" has the meaning specified in the recitals above.

"Security Interest" has the meaning specified in Section 2(a) below.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"WFRF License" means Wells Fargo Retail Finance LLC's royalty free, nonexclusive, irrevocable license to use, apply and affix any Licensed Marks solely with respect to the exercise of its rights under the WFRF Security Agreement, as further described in Section 2.4(d) of the Master License Agreement.

"WFRF Security Agreement" means the Loan and Security Agreement, dated as of September 24, 2001, as amended, among dELiA's Corp., certain of its Affiliates and Wells Fargo Retail Finance LLC.

SECTION 2. Security Interest; Event of Default.

(a) To secure the Obligations and its obligations under this Agreement (collectively, the **"Secured Obligations"**), the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the Licensed Marks (the **"Security Interest"**). The Grantor agrees to execute and deliver all further instruments and documents, and to take all action, that may be necessary, or that the Secured Party may reasonably request, to perfect and protect the security interest granted hereby and to enable the Secured Party to exercise and enforce its rights with respect to the Security Interest. The Security Interest shall include all trademark registrations and applications for trademark

registrations with respect to the Licensed Marks and any and all extensions and renewals of or with respect to any of the foregoing, including, but not limited to, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof and (ii) all rights of the Grantor corresponding thereto throughout the world and all other rights of the Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law.

(b) All proceeds (as defined in Section 9-102(a) of the UCC) of any and all of the foregoing or any indemnity, warranty or guarantee, payable by reason of loss or damage to or otherwise with respect to any of the foregoing (collectively, the "**Collateral**"); provided, however, that the Secured Party agrees and acknowledges that the Collateral will not include any income, royalties or similar payments received by the Grantor prior to the occurrence of an Event of Default (as defined below); provided, further, however, that the parties agree and acknowledge that the Collateral will include, inter alia, amounts received in connection with any sale or other disposition of the Licensed Marks.

(c) Anything to the contrary notwithstanding, the only event of default that will entitle the Secured Party to exercise any right or remedy in respect of the Security Interest will be a termination or rejection of the License or this Security Agreement in a bankruptcy proceeding of the Grantor or any of its Affiliates (an "**Event of Default**"). So long as no Event of Default has occurred or is continuing, the Grantor's exercise of all its rights with respect to the Licensed Marks shall not be restricted in any way by the Security Interest, except that the Grantor may not sell, dispose of, pledge or grant any security interest or lien on the Licensed Marks (or any of them) in favor of any other person, firm or entity prior to Recoupment except as permitted by the Master Agreement.

(d) From and after the occurrence and during the continuance of an Event of Default, the Secured Party will have all rights and remedies available to a secured party under the UCC with respect to the Licensed Marks, including the right to sell or otherwise dispose of any of the Licensed Marks in accordance with Section 9-610 of the UCC; provided, however, that in no event may the Secured Party cause either the dELiA*s License Agreement, the dELiA*s License or the WFRF License to be terminated. In addition, from and after the occurrence and during the continuance of an Event of Default, the Secured Party will have the right, but will not be obligated, to bring suit, or to take such other action as it deems necessary or advisable, in the name of the Grantor, to enforce or protect any of the Licensed Marks, in which event the Grantor will, at the reasonable request of the Secured Party, take any lawful acts and execute such documents as may be required in connection therewith.

(e) Anything to the contrary notwithstanding, upon the earlier to occur of (i) the termination of the Master License Agreement in accordance with its express terms (and not by operation of law or otherwise) or (ii) Recoupment, the Security Agreement and the Security Interest will terminate and the Secured Party will execute and deliver such documents and instruments and take such further action, at the Secured Party's expense, as may be necessary, or

as the Grantor may reasonably request, to evidence the termination of the security interest granted hereby, including making any required notifications to the United States, and any applicable foreign, Patent and Trademark Offices.

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed and (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. Representations and Warranties. The Grantor represents and warrants as to itself and the Collateral as follows:

(a) The complete and correct legal name of the Grantor is the name of the Grantor set forth in the signature page to this Security Agreement. The exclusive jurisdiction of organization of the Grantor is, and at all times preceding the date hereof has been, the State of Delaware. As of the date hereof, the Grantor is not bound under Section 9-203(d) of the UCC by a security agreement previously entered into by another Person.

(b) Set forth in **Schedule B** hereto is a complete and accurate list as of the date of this Security Agreement of all trademark registrations and applications for trademark registrations relating to the Licensed Marks, showing, as of such date, the jurisdiction of registration or application thereof, the registration number and date of registration thereof or the application number and date of application therefor, respectively.

(c) The Grantor is, and while this Security Agreement and the Security Interest are in effect shall be, the sole legal and beneficial owner of the Licensed Marks free and clear of all Liens, claims or interests, except for the Security Interest. Other than financing statements filed by Wells Fargo Retail Finance LLC (the "**WFRF Financing Statements**") reflecting a security interest in the Collateral that has been terminated on or prior to the date hereof, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral of the Grantor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except for financing statements or other instruments similar in effect that have been filed in favor of the Secured Party relating to this Security Agreement. The Grantor hereby authorizes the Secured Party, at its sole expense, to take such actions as are reasonably necessary to ensure that the WFRF Financing Statements are amended to reflect the termination of the security interest of Wells Fargo Retail Finance LLC in the Collateral.

(d) Except as otherwise agreed to by the Secured Party, there are no restrictions on the pledge, assignment, encumbrance, ownership, transfer, sale, conveyance or other disposition of any of the Collateral of the Grantor, either by the Grantor or, following the occurrence of an Event of Default and the exercise of any of the rights and remedies afforded to the Secured Party hereunder.

(e) No Governmental Authorization, and no consent, approval or authorization of, or notice to or filing with, or other action by, any other Person is required for:

(i) the grant by the Grantor of the assignment and security interest granted hereunder, or the due execution, delivery, recordation, filing or performance by the Grantor of this Security Agreement or any of the other Collateral Documents to which it is or is to be a party;

(ii) the perfection or maintenance of the pledge, assignment and security interest created under this Agreement and the other Collateral Documents (including the first priority nature of any such pledge, assignment or security interest); or

(iii) the exercise by the Secured Party of its rights provided for under this Security Agreement or the remedies in respect of the Collateral pursuant to this Agreement and the other Collateral Documents.

(f) This Security Agreement, together with the filing with the Secretary of State of Delaware of a UCC financing statement naming the Grantor as debtor and the Secured Party as secured party and describing the Collateral, will create a valid and perfected first priority lien on and security interest in the Collateral in favor of the Secured Party, securing the performance of the Secured Obligations of the Grantor. All of the filings and other actions necessary to perfect and protect such liens and security interests in the Collateral of the Grantor have been duly made or taken and are in full force and effect; and all filing and recording fees and taxes related to any of the foregoing have been duly paid in full.

SECTION 5. Further Assurances. (a) The Grantor hereby agrees that from time to time, at its sole expense, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Secured Party may reasonably request, in order to perfect and protect all or any of the pledges, assignments or Security Interest (including, without limitation, the first priority nature thereof) or to enable the Secured Party to exercise and enforce all of its rights and remedies hereunder or under any of the other Collateral Documents with respect to any of the Collateral.

(b) The Grantor hereby agrees that the Grantor shall not change its name, identity, organizational structure, or jurisdiction of organization or merge with or into, transfer all or substantially all of the Collateral to, or become bound under Section 9-203(d) of the UCC as debtor by a security agreement previously entered into by, another Person, unless it shall have (i) notified the Secured Party in writing at least 30 days prior to any such event and (ii) taken all actions as may be necessary or, in the reasonable judgment of the Secured Party, advisable to maintain the continuous validity and perfection and at least the same priority of the Secured Party's lien on and security interest in the Collateral granted or purported to be granted by the Grantor hereunder.

(c) The Grantor hereby authorizes the Secured Party, at its sole expense, to file a record or records (as defined in the UCC), including, without limitation, financing statements, in all jurisdictions and with all filing offices as the Secured Party may determine, in its sole

discretion, are necessary or advisable to perfect the security interest granted to the Secured Party herein. Such financing statements may describe the Collateral in the same manner as described herein.

SECTION 6. Transfers and Other Liens; Additional Interests. (a) The Grantor (i) shall not convey, sell, lease, transfer, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option or other right to purchase or otherwise acquire, any of the Collateral, (ii) shall not create, incur, assume or suffer to exist any Lien on or with respect to any of the Collateral, or authorize, authenticate, sign or file or suffer to exist under the UCC or any similar law of any jurisdiction, a financing statement (or the equivalent thereof) that extends to or covers any of the Collateral, or authorize, authenticate, sign or suffer to exist any security agreement or similar agreement authorizing any secured party thereunder to file any such financing statement.

SECTION 7. Secured Party Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Secured Party and any officer or agent thereof as its true and lawful attorney-in-fact with full power of substitution and full and irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor, its own name or otherwise, from time to time in the Secured Party's discretion following the occurrence and during the continuance of an Event of Default, to take any and all actions and to execute and deliver any and all instruments and other documents that may be necessary or that the Secured Party may reasonably deem appropriate to accomplish the purposes of this Security Agreement

SECTION 8. Remedies, Rights Upon Default. (a) Subject to Section 2(c) and Section 2(d) above, if any Event of Default shall occur and be continuing, the Secured Party may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, the Grantor expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right (other than with respect to the dELiA*s License, the dELiA*s License Agreement and the WFRF License). The Secured Party may, on one or more occasions, postpone or adjourn any of said sales by public announcement at the time of sale. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale in its commercially reasonable discretion, the Grantor remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the

Secured Party of any other amount required by any provision of law, including Section 9-615 of the UCC, need the Secured Party account for the surplus, if any, to the Grantor. The Grantor agrees that the Secured Party need not give more than ten (10) days' notice (which notification shall be deemed given when mailed or delivered on an overnight basis, postage prepaid, addressed to the Grantor at its address referred to in Section 11 hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Anything to the contrary notwithstanding herein or in any other Collateral Document, the Secured Party agrees and acknowledges that (i) any exercise of any of its rights and remedies with respect to the Collateral shall be expressly subject to the continued existence of the dELiA*s License, the WFRF License and the rights, terms and conditions contained in the dELiA*s License Agreement, provided, however, that the WFRF License and the dELiA*s License, as applicable, shall not be deemed no longer in existence for purposes of this Section 8 because of the rejection or termination of the WFRF License or the dELiA*s License in a proceeding under the U.S. Bankruptcy Code, (ii) the Secured Party (in its capacity as such) shall not take any action that could result in the termination or rejection of the WFRF License, the dELiA*s License or the dELiA*s License Agreement and shall cooperate with the licensee thereunder to give effect to the rights, terms and conditions thereof and (iii) the Secured Party or any other Person who becomes the owner of the Collateral as a result of the exercise of the Secured Party's rights and remedies hereunder shall be bound and subject to all of the provisions of the WFRF License and the dELiA*s License Agreement and the license granted thereunder to the same extent as if such party were the original licensor thereunder.

SECTION 9. Secured Party May Perform. If any of the Grantor fail to perform any agreement contained herein, the Secured Party may, upon five (5) Business Days' notice, but without any obligation to do so, itself perform, or cause performance of, such agreement, and the reasonable expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor and shall constitute Secured Obligations.

SECTION 10. Secured Party's Duties. The powers conferred on the Secured Party hereunder are to protect its interest in the Collateral. Upon exercise of such powers, the Secured Party agrees that it shall treat the Collateral in the same manner that it treats its own like property and, in any event, in a manner consistent with the provisions of the dELiA*s License Agreement.

SECTION 11. Notices, Etc. All notices and other communications provided for hereunder shall be transmitted in the manner provided for in the Master Agreement.

SECTION 12. No Waiver; Remedies. No failure on the part of the Secured Party to exercise, and no delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof or consent thereto, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedy provided by applicable law.

SECTION 13. Severability. The provisions of this Security Agreement are severable, and if any term or provision shall be held illegal, invalid or unenforceable in whole or in part in any jurisdiction, then such illegality, invalidity or unenforceability shall affect only

such term or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such term or provision in any other jurisdiction, or any other term or provision of this Security Agreement in any jurisdiction.

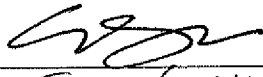
SECTION 14. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Security Agreement by telecopier shall be effective as delivery of an originally executed counterpart of this Security Agreement.

SECTION 15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without application of its conflicts or choice of law rules.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first above written.

DELIA*S BRAND LLC

By: dELiA*s Corp., as its sole member

By 
Name: Eyan Guillemain
Title: Chief Operating Officer

ACCEPTED:

JLP DAISY LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first above written.

DELIA*S BRAND LLC

By _____
Name:
Title:

ACCEPTED:

JLP DAISY LLC

By Burt E. Krane
Name: BERTON E. KRANE
Title: Treasurer

SCHEDULE A

Schedule A to Security Agreement

Licensed Marks

United States:

<u>Mark</u>	<u>Registration Number</u>
(DAISY DESIGN) (clothing, namely, shirts, jackets, coats, tank tops, t-shirts, skirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm up suits, rainwear, hats, scarves, shawls, belts, jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, and suspenders)	2,084,854
(DAISY DESIGN) (cosmetics, namely, lipstick, eye shadow, nail enamel and nail conditioners, sun screen preparations, skin and toilet soap, bath salts, hair shampoo and hair conditioner)	2,104,334
DELIA'S (clothing, namely shirts, jackets, coats, tank tops and t-shirts)	1,943,039
DELIA'S (duffel bags, knapsacks and tote bags)	2,076,125
DELIA'S (clothing, namely, skirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts, jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bow ties and suspenders)	1,997,643
DELIA'S (sheets, pillowcases, bed covers, bedspreads, comforters and curtains)	2,162,324
DELIA'S (sunglasses and pre-recorded audio discs featuring fashion and/or musical performances).	2,204,160
DELIA'S (jewelry and goods made of precious metal, namely, rings, earrings, necklaces, watches, bracelets, brooches, pendants, ornamental pins, belt buckles, coins and alarm clocks)	2,011,083

Australia:

<u>Mark</u>	<u>Registration Number</u>
DELIA'S** (cosmetics, namely lipstick, make-up in the form of liquid cream powder and stick, blush, eye shadow, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleansers, skin moisturizer, skin lotion, make-up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal antiperspirant, after-bath splash, body cream, cold cream, eye cream, hand cream, skin cleansing cream, vanishing cream, sun screen preparations, toners, beauty masks, skin and toilet soap, talcum powder, bath salts, shampoo, hair conditioner, hair spray, gel and mousse; AND	725053

Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, pants, cover ups, saraongs, sweatshirts, sweatpants, tennis/golf dresses, warm up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bowties, suspenders, camisoles, boxers, bodysuits, body liners, bras, panties, briefs, slippers, bath wraps, rompers, chemises, kimonos, bathrobes, sleepwear, tights, socks, shorts, leotards and unitards)

** NOT Retail sale of clothing, accessories, cosmetics, jewelry, housewares and stationery

Canada:

(DAISY DESIGN)

502,668

((1) Clothing, namely skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, halter tops, cover ups, sarongs, warm-up suits, rainwear, namely raincoats, rain ponchos, rubber boots, capes, ponchos, hats, scarves, shawls, jumpsuits, gloves, mittens aprons, neckties, bow ties, suspenders; shoes, sandals, sneakers, flip flops; cosmetics, namely make-up in the form of liquid, cream, powder, and stick, blush, eye shadow, mascara, eye liner, lip pencil, after-sun lotion, bronzer, skin cleanser, skin moisturizer, skin lotion, make-up remover, body scrub, nail enamel, and nail conditioners, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, skin-cleansing and vanishing cream, sunscreen preparations, toners, beauty masks, skin and toilet soap, talcum powder, bags, namely, backpacks, tote bags, purses and fanny packs; jewelry, namely beaded jewelry, choker, necklace, anklet, bracelet, barrettes, rings, earrings, watches, brooches, pendants, ornamental pins and belt buckles; home furnishings, namely sheets, pillowcases, towels, shower curtains, placemats, washcloths, bed and table covers, cloth pennants, bedspreads, comforters and curtains; stickers; belts; key chains, sunglasses, and umbrellas; (2) Clothing, namely shirts, jackets, coats, tank tops, t-shirts, and swimsuits, cosmetics, namely nail polish and lipstick).

DELIA'S

506,959

((1) Clothing, namely cover ups, sarongs, warm-up suits, rainwear, namely raincoats, rain ponchos and boots, capes, ponchos, hats, scarves, shawls jumpsuits, gloves, mittens, aprons, neckties, bow ties, suspenders; cosmetics, namely blush, eye shadow, mascara, eye liner, lip pencil, after-sun lotion, bronzer, skin cleanser, skin moisturizer, skin lotion, make-up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal anti-perspirant, after bath splash, skin-cleansing and vanishing cream, sunscreen preparations, toners, beauty masks, skin and toilet soap, talcum powder; (2) clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swim suits, halter tops; shoes, sandals, sneakers, flip flops; cosmetics, namely nail polish, lipstick, make-up in the form of liquid, cream, powder and stick; bags, namely backpacks, tote bags, purses; jewelry, namely beaded jewelry, chokers, necklaces, anklets, bracelets, barrettes, rings, earrings; stickers; belts; watches; key chains; sunglasses and umbrellas).

Hong Kong:

DELIA'S

08233 A-B

(Cosmetics, namely make-up in the form of liquid, cream, powder and stick, blushers, mascara, eyeliner, lip pencil, bronzing preparations after-sun lotion, skin cleansers, skin moisturizer, skin lotion, make-up remover, body scrub, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, body, cold, eye, hand, skin cleansing, and vanishing cream, toners, beauty masks, talcum powder, hair spray, gel and mousse).

DELIA'S

02513 A-B

(Clothing, namely shirts, blouses, suits, pants, leggings, jeans, vests, dresses, sweaters, swimsuits, cover ups, sarongs, sweatshirts, sweatpants, tennis/golf dresses, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, belts, jumpsuits, gloves, mittens, shoes, boots, sneakers, overalls, aprons, neckties, bow ties and suspenders).

Japan:

(DAISY DESIGN) 4,161,941
(Cosmetics, essential oils, hair lotions, soaps, perfumery, dentifrices).

(DAISY DESIGN) 4,125,846
(Clothing, footwear and headwear)

DELIA'S 4,387,892
(Footwear, special footwear, sport shoes and headwear)

DELIA'S 4,432,792
(Cosmetics, namely make-up in the form of liquid, cream, powder and stick, blush, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleansers, skin moisturizer, skin lotion, make-up remover, body scrub, perfume, cologne, toilet water, personal antiperspirant, after-bath splash, body, cold, eye, hand, skin cleansing, and vanishing cream, toners, beauty masks, talcum powder, hair spray, gel and mousse).

DELIA'S (in Katanaka) 4,148,465
(Clothing, footwear and headwear)

New Zealand:

DELIA'S B280488
(Cosmetics, namely nail polish, lipstick, make-up in the form of liquid, cream, powder and stick, blush, eye shadow, mascara, eyeliner, lip pencil, after-sun bronzer, skin cleanser, skin moisturizer, skin lotion, make up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal antiperspirant, after-bath splash, skin cleansing and vanishing cream, sun screen preparations, toners, beauty masks, skin and toilet soap, and talcum powder.)

DELIA'S B280487
(Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swimsuits, halter tops, shoes, sandals, sneakers, flip flops, cover ups, sarongs, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, jumpsuits, gloves, mittens, aprons, neckties, bowties, and suspenders).

South Africa:

DELIA'S 97/11754
(Cosmetics, namely nail polish, lipstick make-up in the form of liquid, cream, powder and stick, blush, eye shadow, mascara, eyeliner, lip pencil, after-sun lotion, bronzer, skin cleanser, skin moisturizer, skin lotion, make-up remover, body scrub, nail enamel and nail conditioners, perfume, cologne, toilet water, personal anti-perspirant, after-bath splash, skin cleansing and vanishing cream, sun screen preparations, toners, beauty masks, skin and toilet soap, and talcum powder).

DELIA'S

97/11755

(Clothing, namely shirts, jackets, coats, tank tops, t-shirts, skirts, dresses, pants, sweaters, vests, overalls, shorts, socks, headbands, swimsuits, halter tops, shoes, sandals, sneakers, flip flops, covers ups, sarongs, warm-up suits, rainwear, capes, ponchos, hats, scarves, shawls, jumpsuits, gloves, mittens, aprons, neckties, bowties, and suspenders.)

United Kingdom:

DELIA'S

2,144,536

(Soaps, perfumes, colognes, toilet waters; cosmetics; non-medicated toilet preparations; non-medicated preparations for the care of the skin; preparations for the nails and hair; cotton wool and artificial cotton wool for cosmetics purposes; essential oils; preparations for perfuming the atmosphere; perfumed articles; anti-perspirants and deodorants for personal use; dentifrices).

DELIA'S**

2,284,324

(Clothing, footwear and headgear)

** NOT The bringing together for the benefit of others, a variety of goods enabling customers to conveniently view and purchase those goods from an Internet website or from a store, in each case specializing in matters relating to clothing, jewelry and cosmetics.

DELIA'S

2,144,538

(Soaps, perfumes, colognes, toilet waters; cosmetics; non-medicated toilet preparations; non-medicated preparations for the care of the skin; preparations for the nails and hair; cotton wool and artificial cotton wool for cosmetic purposes; essential oils; preparations for perfuming the atmosphere; perfumed articles; anti-perspirants and deodorants for personal use; dentifrices).

SCHEDULE B

Schedule B to Security Agreement

Applications

Brazil:

DELIA'S Application No. 825126673
(Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; perfumery, essential oils, cosmetics, hair lotions; dentrifices).

DELIA'S Application No. 825126649
(Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; perfumery, essential oils, cosmetics, hair lotions; dentrifices).

DELIA'S Application No. 825126657
(Clothing, footwear and headgear)

DELIA'S Application No. 825126665
(Clothing, footwear and headgear)

South Korea:

DELIA'S** Application No. 40-2002-23610
(Cosmetics, nail polish, lipstick, makeup in the form of cream, powder and stick; blush; mascara; eye shadow; lotions; essential oils; hair lotions; soaps; and perfumery; AND Clothing; shirts; jackets; coats; tank tops; dresses; skirts; t-shirts; shoes; sweaters; tops; denim; pants; sleepwear; swimwear; sandals; flip flops; sneakers; socks; and belts).

** NOT Printed matter; catalogs; magazines; brochures; pamphlets; postcards; envelopes; stationery; folders; and posters.