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
DOTS, LLC		01/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
IPC/DOTS LLC		01/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
DOTS GIFT LLC		01/22/2014	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	SALUS CAPITAL PARTNERS, LLC, as Agent
Street Address:	197 First Avenue, Suite 250
City:	Needham Heights
State/Country:	MASSACHUSETTS
Postal Code:	02494-2816
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES , DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4017263	BLOOM BY DOTS
Registration Number:	1304292	BOBBI GEE
Registration Number:	1304293	BOBBI GEE
Registration Number:	3569718	DOTS
Registration Number:	2568849	DOTS
Registration Number:	2948673	DOTS
Registration Number:	4101870	DOTS
Registration Number:	1502671	DOTS
Registration Number:	3729867	DOTS LOVE THE LOOKS. LOVE THE PRICES.
Registration Number:	2768884	DOTS.COM
Registration Number:	3163291	JOY TO THE GIRL

OP $740.00 4017263

Registration Number:	4060777	LADY D
Registration Number:	3785217	LOVE THE LOOKS. DOTS.
Registration Number:	2748444	MKM
Registration Number:	2051546	MKM
Registration Number:	3846251	SEXY IN BLACK
Registration Number:	4043237	STYLES & BEATS
Registration Number:	4400375	MY LOVE
Serial Number:	85158363	SEXY IN BLACK
Serial Number:	85158361	SWIRL
Serial Number:	85158365	BLOOM BY DOTS
Serial Number:	85316929	FROST BY DOTS
Serial Number:	85316927	ROYAL BY DOTS
Serial Number:	85577247	PASSION INK
Serial Number:	85714979	DOTS LUXE
Serial Number:	85714986	DOTS LUXE
Serial Number:	85700934	DOTS LUXE
Serial Number:	85874913	DOTS DREAM CARD
Serial Number:	85892084	UNLOCKED

CORRESPONDENCE DATA

Fax Number: 6173417701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02360

NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/
Date:	02/07/2014

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

January 22, 2014

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, DOTS, LLC, a Delaware limited liability company, IPC/DOTS LLC, a Delaware limited liability company and DOTS GIFT LLC, an Ohio limited liability company (each, individually, a "Grantor" and collectively, the "Grantors"), hereby pledge and grant to SALUS CAPITAL PARTNERS, LLC, in its capacity as administrative agent, term loan agent and collateral agent (in such capacity and together with any successors in such capacity, the "Agent"), for itself and certain Credit Parties, as pledgee and secured party, a continuing security interest in and lien upon the following: (i) all of each Grantor's right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, trademark applications and service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); (ii) all proceeds and products of the Marks owned by the Grantors; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Trademark Collateral").

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Agent under the Security Agreement, dated as of January 22, 2014 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement") by and among, each Grantor and the Agent. Unless otherwise defined herein, capitalized terms used herein without definition, shall have the meaning given to such terms in the Security Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of each Grantor. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding the forgoing, no security interest shall be deemed granted, and the Trademark Collateral shall not include, any intent-to-use trademark applications, for which the creation by a Grantor of a security interest therein is prohibited without the consent of third party or by applicable Law, until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office.

This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law and any applicable laws of the United States of America (including the bankruptcy laws thereof).

This Grant 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 may be detached from multiple separate counterparts and attached to a single counterpart.

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TRADEMARK
REEL: 005213 FRAME: 0090

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

DOTS, LLC, a Delaware limited liability company

By: _____
Name: Elaine Kapusta
Title: Chief Financial Officer

IPC/DOTS LLC, a Delaware limited liability company

By: _____
Name: Elaine Kapusta
Title: Chief Financial Officer

DOTS GIFT LLC, an Ohio limited liability company

By: _____
Name: Elaine Kapusta
Title: Chief Financial Officer

TRADEMARK
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SALUS CAPITAL PARTNERS, LLC, as Agent

By:_____
Name: Kyle C. Shenak
Title: Executive Vice President

[Dots – Signature Page to DIP Grant of Security Interest in Trademarks]

SCHEDULE A

TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Name of Grantor	Trademark	Registration Date/Number
Dots LLC	BLOOM BY DOTS	4017263 8/23/2011
Dots, LLC	BOBBI GEE	1304292 11/6/1984
Dots, LLC	BOBBI GEE w/ Design (Stylized) bobbi gee	1304293 11/6/1984
Dots, LLC	DOTS (Stylized) dots	3569718 2/3/2009
Dots, LLC	DOTS (Without button)	2568849 5/14/2002
Dots, LLC	DOTS (Without button)	2948673 5/10/2005
Dots, LLC	DOTS (Without button)	4101870 2/21/2012
Dots, LLC	DOTS & Design dots	1502671 8/30/1988
Dots, LLC	DOTS FASHION (Stylized)	FL State Reg. TO9000000070 2/4/2009
Dots, LLC	DOTS LOVE THE LOOKS. LOVE THE PRICES	3729867 12/22/2009
Dots, LLC	DOTS.COM	2768884 9/30/2003
Dots, LLC	JOY TO THE GIRL	3163291 10/24/2006
Dots. LLC	LADYD	4060777 11/22/2011
Dots, LLC	LOVE THE LOOKS. DOTS.	3785217 5/4/2010
Dots, LLC	MKM	2748444 8/5/2003

Name of Grantor	Trademark	Registration Date/Number
Dots, LLC	MKM	2051546 4/8/1997
Dots, LLC	SEXY IN BLACK	3846251 9/7/2010
Dots, LLC	STYLES & BEATS	4043237 10/18/2011
Dots, LLC	MY LOVE	4,400,375 9/10/2013

U.S. TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Serial Number/Filing Date
Dots, LLC	SEXY IN BLACK	85158363 10/21/2010
Dots, LLC	SWIRL	85158361 10/21/2010
Dots, LLC	BLOOM BY DOTS	85158365 10/21/2010
Dots, LLC	FROST BY DOTS	85316929 5/10/2011
Dots, LLC	ROYAL BY DOTS	85316927 5/10/2011
Dots, LLC	PASSION INK	85577247 3/22/2012
Dots, LLC	DOTS LUXE	85714979 8/28/2012
Dots, LLC	DOTS LUXE	85714986 8/28/2012
Dots, LLC	DOTS LUXE	85700934 8/10/2012
Dots, LLC	DOTS DREAM CARD	85874913 3/13/2013
Dots, LLC	UNLOCKED	85892084 4/1/2013