

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507981

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/16/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delia's Group, Inc.		03/16/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Butterfly Retail Acquisition, LLC
Street Address:	50 West 23rd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78211546	DELIA'S
Serial Number:	78215932	DELIA'S
Serial Number:	74505280	DELIA'S
Serial Number:	78677218	DAISY BY DELIA'S
Serial Number:	75976281	DELIA'S
Serial Number:	76977059	
Serial Number:	77634190	
Serial Number:	77901675	MALLORY
Serial Number:	77607037	STYLE GOSSIP

CORRESPONDENCE DATA

Fax Number:

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

Email: jeffrey@dweckny.com

Correspondent Name: The Law Firm Of Jeffrey S. Dweck, P.C.

Address Line 1: 43 West 33rd Street

Address Line 2: Suite 304

Address Line 4: New York, NEW YORK 10001

OP \$240.00 78211546

NAME OF SUBMITTER:	Jeffrey Dweck
SIGNATURE:	/jeffrey dweck/
DATE SIGNED:	01/30/2019
Total Attachments: 5 source=110041827_v 1_TM Assignment#page1.tif source=110041827_v 1_TM Assignment#page2.tif source=110041827_v 1_TM Assignment#page3.tif source=110041827_v 1_TM Assignment#page4.tif source=110041827_v 1_TM Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment Agreement") is made and entered into as of March 16, 2015, by dELIA*s Group, Inc., a Delaware corporation, with a principal place of businesses at 50 West 23rd Street, 10th Floor, New York, NY 10010 (the "Assignor") and Butterfly Retail Acquisition, LLC, a New York limited liability company, with a principal place of business at 50 West 23rd Street, New York, NY 10010 (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Letter Agreement For Acquired Assets, dated as of January 28, 2015 and as subsequently amended (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignor and related to the assets acquired pursuant to the Purchase Agreement, including, without limitation, those specified on Exhibit A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns, transfers, sells and conveys, and confirms that they have assigned, transferred, sold and conveyed to Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

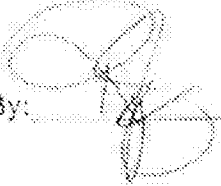
4. The terms of the Purchase Agreement relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

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

dELIA*s Group, Inc. (Assignor)

Butterfly Retail Acquisition LLC (Assignee)

By:  _____

By: _____

Name: Ryan A. Schreiber

Name: _____

Title: President, General Counsel & Secretary

Title: _____

Date: 7/16/15

Date: _____

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

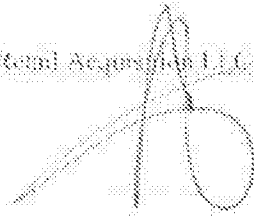
dt.Ltd. Group, Inc. (Assignor)

Waterik Retail Acquisitions LLC (Assignee)

By:



By:



Name:

[Handwritten Name]

Name:

Steve Russo

Title:

[Handwritten Title]

Title:

Manager

Date:

[Handwritten Date]

Date:

3/16/15

EXHIBIT A

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Filing Date/ Application No.	Registration Date/ Registration No.
dELIA*s and Design	Canada	6/23/1997 849,008	1/22/1999 506,959
DELIA'S	United States	2/6/2003 78/211,546	3/4/2008 3,392,697
DELIA'S	United States	2/18/2003 78,215,932	12/25/2007 3,360,344
DELIA'S	Brazil	11/18/2002 825,126,637	
DELIA'S	United States	3/28/1994 74,505,780	8/1/1995 1,908,572
DELIA'S dELIA*s DELIA'S dELIA*S and Design	Hong Kong	8/20/1997	3/3/1999 199902514
DAISY BY DELIA'S	United States	7/25/2003 78,677,218	6/9/2009 3,636,800
DELIA'S	China (People's Republic Of)	8/21/1997 970087658	10/14/1998 1,215,979
dELIA*S and Design	Japan	9/26/1995 1995-098372	12/26/1997 4,097,175
DELIA'S (STYLIZED) IN KATAKANA	Japan	12/10/1996 1996-138474	9/25/1998 4,190,967
Delia's 9 Point Design	Japan	12/10/1996 1996-138477	9/25/1998 4,190,968
dELIA*S and Design	Brazil	11/18/2002 825,126,665	
DELIA'S	United States	2/12/1996 75,976,281	8/26/1997 2,092,322
Delia's 9 Point Design	United States	7/10/2002 76,977,059	11/30/2004 2,907,137
DELIA'S POCKET DESIGN	United States	12/16/2008 77,624,190	11/30/2010 3,884,488
MALLORY	United States	12/28/2009 77,901,675	8/30/2011 4,020,123
STYLE GOSSIP	United States	11/4/2008 77,607,037	2/5/2013 4,284,281