

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334664

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abelco, L.L.C.		03/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
PNC Bank, National Association		03/10/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Deb Shops SDW, LLC
Street Address:	9401 Blue Grass Road
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19114
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2283897	CLUB ZONE
Registration Number:	2310568	I WANT IT. I NEED IT. I HAVE TO HAVE IT!
Registration Number:	3600385	VOLTAGE
Registration Number:	3764215	DEBSHOPS.COM
Registration Number:	3787977	DEBSHOPS
Registration Number:	3782282	DEB
Registration Number:	3782264	DEB
Registration Number:	3822791	WANT IT NOW?
Registration Number:	4389508	REIGN SUGAR
Registration Number:	4512570	REIGN WISH
Registration Number:	1290180	DEB
Registration Number:	1329017	CSO
Registration Number:	1377670	DEB
Registration Number:	1003568	DEB
Registration Number:	4042989	REIGN BY DEB
Registration Number:	4376906	REIGN BY DEB
Registration Number:	4133244	WE'VE GOT YOUR NUMBER

OP \$740.00 2283897

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4133243	WE'VE GOT YOUR NUMBER
Registration Number:	2907454	PULSE
Serial Number:	86035122	REIGN FESTIVAL
Serial Number:	86035154	REIGN INSTANT KHARMA
Serial Number:	86110198	REIGN SKY
Serial Number:	86176979	REIGN ENCHANTED
Serial Number:	86302350	DEB
Serial Number:	86302165	DEB
Serial Number:	86406348	DEBPROM
Serial Number:	85319441	REIGN BY DEB
Serial Number:	77931287	TABOO
Serial Number:	85018148	TABOO

CORRESPONDENCE DATA

Fax Number: 4242393434

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.

Phone: 424-239-3859

Email: NLamell@BlankRome.com

Correspondent Name: Nancy Benveniste Lamell

Address Line 1: 2029 Century Park East

Address Line 2: Suite 600

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	143708-00101
NAME OF SUBMITTER:	Nancy Benveniste Lamell
SIGNATURE:	/Nancy B. Lamell/
DATE SIGNED:	03/10/2015

Total Attachments: 64

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NOTICE OF RELEASE OF TRADEMARK SECURITY AGREEMENTS

WHEREAS, pursuant to those certain Trademark Security Agreements (collectively, the "Security Agreements"), both of which are dated as of October 11, 2011, recorded in the United States Patent and Trademark Office (the "USPTO") whereby DEB SHOPS SDW, LLC, a Delaware limited liability company ("Debtor"), granted to ABLECO, L.L.C. and PNC BANK, NATIONAL ASSOCIATION (collectively, "Collateral Agents"), a security interest in trademarks then owned or at any time thereafter acquired by Debtor or in which Debtor then had or at any time thereafter acquired any right, title or interest (collectively, the "Collateral");

WHEREAS, on December 4, 2014, Debtor filed a voluntary petition for relief under chapter 11 of title 11, United States Code, 11 U.S.C. §§ 101, et seq., as amended, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, pursuant to that certain order, signed and entered on the Bankruptcy Court's docket on March 6, 2015, entitled "Order, Pursuant to Sections 105, 363 and 365 of The Bankruptcy Code, (I) Authorizing The Sale of Certain Intellectual Property to Softree, Inc. Free And Clear Of Liens, Claims, Encumbrances And Other Interests, and (II) Granting Related Relief" (the "Bankruptcy Court Order"), a certified copy of which is attached hereto as **Exhibit "A"**, the obligations of and the performance by Debtor of all covenants and obligations to be performed by Debtor pursuant to the Security Agreements, including any such obligations secured by the Collateral, have been terminated, released, relinquished and discharged;

WHEREAS, pursuant to the Bankruptcy Court Order, (a) the undersigned is authorized to execute and file such statements, instruments, releases and other documents with respect to the Collateral, and (b) the undersigned is hereby authorized to file, register or otherwise record a certified copy of the Bankruptcy Court Order;

WHEREAS, the undersigned wishes to provide a document suitable for recording in the USPTO for purposes of recording the release, relinquishment and discharge of Collateral Agents' security interests in the Collateral.


NOW, THEREFORE, pursuant to the Bankruptcy Court Order, the undersigned hereby provides notice as follows:

1. Release of Security Interest. Collateral Agents' security interest in the Collateral is and has been, pursuant to the Bankruptcy Court Order, terminated, released, relinquished and discharged.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Notice of Release of Trademark Security Agreements to be duly executed as of March 10, 2015.

SOFTREE, INC.

By: 
Name: Bennett Koo
Title: Chief Executive Officer

Signature Page to Notice of Release of Trademark Security Agreements

TRADEMARK
REEL: 005475 FRAME: 0357

EXHIBIT "A"

Bankruptcy Court Order

(See attachment)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
DEB STORES HOLDING LLC, *et al.*,¹
Debtors.

Chapter 11
Case No. 14-12676 (K)
(Jointly Administered)
Ref. Docket No. 37

CERTIFIED:
AS A TRUE COPY:
ATTEST:

DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT

BY: *Victoria Blanco*
Deputy Clerk 3-10-2015

ORDER, PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE, (I) AUTHORIZING THE SALE OF CERTAIN INTELLECTUAL PROPERTY TO SOFTREE, INC. FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, AND (II) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Orders (I)(A) Authorizing Entry Into Agency Agreement, (B) Authorizing Bidding Protections, (C) Authorizing Bidding Procedures and Auction and (D) Scheduling Sale Hearing and Approving Notice Thereof, (II) Authorizing (A) Sale of Assets and (B) Store Closing Sales and (III) Granting Related Relief* (the "Motion"); and it appearing that the relief requested is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion having been given and it appearing that no other notice need be given; and

¹ The Debtors, together with the last four digits of each Debtor's tax identification number, are: Deb Stores Holding, LLC (4407), Deb Stores Holding II LLC (4755), Deb Shops SDP Inc. (4120), Deb Shops SDIH Inc. (4113), Deb Shops SD Inc. (8806), Deb Shops SDE LLC (4077), Deb Shops SDW LLC (4065), Deb Shops SDE-Commerce LLC (0926), and Deb Shops SDFMC LLC (8842). The location of the Debtor's headquarters and the service address for each of the Debtors is 9401 Blue Grass Road, Philadelphia, PA 19114.

the Debtors and a joint venture consisting of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (collectively, the "Agent") having agreed upon terms and conditions for the Agent to act as the Debtors' exclusive agent to conduct store closing sales (the "Store Closing Sales") of certain of the Debtors' assets, including, without limitation, the Debtors' merchandise and furniture, fixtures and equipment ("GOB Assets"), which terms and conditions are set forth in that certain Agency Agreement dated December 4, 2014, by and between the Agent and Debtors (the "Agency Agreement"); and a hearing having been held on December 17, 2014, and the Court having entered an Order approving bidding procedures [Docket No. 159] (the "BPO"); and a sale hearing having been held on January 7, 2015 (the "GOB Sale Hearing") to consider the remaining relief requested in the Motion and approval of the Agency Agreement; and the Court having entered an Order approving the sale of GOB Assets under the terms of the Agency Agreement on January 7, 2015 ("GOB Sale Order", Docket No. 339); and the Debtors having filed a Notice of Continued Action Date and Continued Sale Hearing with respect to Certain Assets Classes on January 23, 2015 (Docket No. 391) and February 3, 2015 (Docket No. 438) setting new dates for the Auction (the "Non-GOB Asset Auction") with respect to, among other things, the Debtors' intellectual property, real property leases and customer list (the "Non-GOB Asset Classes") and hearing to approve the sale of the Non-GOB Asset Classes to the prevailing bidder(s); and the Debtors having held the Non-GOB Asset Auction on February 12, 2015; and the offer of Sofree, Inc. (the "Purchaser") on the terms and conditions set forth in the Asset Purchase, Assignment and Transfer Agreement dated

March 4, 2015, annexed hereto as Exhibit 1 (the "Purchase Agreement")² having been declared the highest and best offer for the assets acquired pursuant to the Purchase Agreement (the "Acquired Assets") at the conclusion of the Non-GOB Asset Auction in accordance with the requirements of the BPO, and it appearing that the relief requested in the Motion with respect to the sale of the Acquired Assets (the "IP Sale") approved herein is in the best interests of the Debtors' estates, their creditors, and other parties-in-interests; and upon the arguments made at the hearing on the sale of the Acquired Assets held on March 6, 2015 (the "Non-GOB Asset Sale Hearing"); and due and adequate notice of the Motion having been given under the circumstances; and upon the entire record in these Chapter 11 Cases; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Motion are sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion or the Purchase Agreement.

D. Due and adequate notice of the Motion, the proposed IP Sale and the Non-GOB Sale Hearing, and the subject matter thereof has been provided to all parties-in-interest, and no other or further notice is necessary. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

E. The relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and other parties-in-interest. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion and the sale of the Acquired Assets pursuant to the IP Sale.

F. The sale of the Acquired Assets was negotiated and proposed in good faith, from arms-length bargaining positions, and without collusion. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protection thereof. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the sale of the Acquired Assets (as defined in the Purchase Agreement) to the Purchaser pursuant thereto and hereto, to be avoided under section 363(n) of the Bankruptcy Code.

G. The consideration provided by the Purchaser to the Debtors for the Acquired Assets (i) is fair and reasonable, (ii) is the highest or best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory or possession.

H. Subject to the entry of this Order, the Debtors (1) have full corporate or other power to execute, deliver and perform their obligations under the Purchase Agreement and all other transactions contemplated thereby and entry into the Purchase Agreement has been duly and validly authorized by all necessary corporate or similar action, (2) have all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Purchase Agreement, and (3) have taken all actions necessary to authorize and approve the Purchase Agreement and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Purchase Agreement, are required for the Debtors to consummate such transactions.

I. Debtors are the legal and equitable owners of the Acquired Assets and, upon entry of this Sale Order, they shall have full authority to consummate the transactions contemplated by the Purchase Agreement.

J. The Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

K. The transfer of the Acquired Assets to the Purchaser shall be a legal, valid and effective transfer of the Acquired Assets and shall vest the Purchaser at Closing with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all claims (as defined in Section 101(5) of the Bankruptcy Code, "Claims"), liens (as defined in Section 101(37) of the Bankruptcy Code, hereinafter collectively "Liens"), encumbrances and all other interests (collectively including each of the foregoing, "Interests"), including, but not limited to: (1) those that purport to give to any party a

right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtors' interest in the Acquired Assets, or any similar rights; (2) those relating to taxes arising under or out of in connection with the operation of the Acquired Assets prior to the Closing; and (3) (a) those arising under all security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, rights of setoff or recoupment, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and (b) except to the extent provided for by the Purchase Agreement, all debts arising in any way in connection with any agreements, acts or failures to act of any of the Debtors or any of the Debtors' predecessors or affiliates, Claims, obligations, liabilities, rights of set off or recoupment, demands, guaranties, options, rights, contractual or other commitments (provided that any Acquired Assets arising under an executory contract shall be transferred to the Purchaser only to the extent that Purchaser assumes all obligations of the Debtors under such executory contract), restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, Claims otherwise arising under doctrines of successor liability to the greatest extent permitted by applicable law.

L. The Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever as contemplated by the Purchase Agreement because, in each case, one or more of the standards set forth in sections 363(f)(1) through 363(f)(5)

of the Bankruptcy Code have been satisfied. Those holders of Interests that did not object, or who withdrew their objections to the Motion or the IP Sale, are deemed to have consented pursuant to sections 363(f)(2) and 365(c)(1) of the Bankruptcy Code. Those holders of Interests that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the net cash proceeds of the transactions ultimately attributable to the Acquired Assets against or in which they assert an Interest.

M. Except as expressly provided for in the Purchase Agreement, the Purchaser shall have no liability for any liability, Claim or other obligation of or against the Debtors related to the Acquired Assets by reason of the transfer to the Purchaser of the Acquired Assets. The Purchaser shall not be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets, to: (1) be a successor to the Debtors; or (2) have, *de facto* or otherwise, merged with or into the Debtors. The Purchaser is not acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the Purchase Agreement.

N. Upon entry of this Order, the Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser, which is and shall be enforceable according to its terms.

O. All of the provisions of the Purchase Agreement are nonseverable and mutually dependent.

P. The Debtors have articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rules 6004(h), 6006(d) and 7062.

Q. The Debtors have advised the Purchaser and this Court that the IP Sale of the Acquired Assets are subject to the performance of the Agency Agreement approved by the GOB Sale Order which shall terminate on or before April 30, 2015.

R. The Debtors' privacy policy does not prohibit the IP Sale and the IP Sale is consistent with the Debtors' privacy policy so long as the provisions of Paragraph 22 below are complied with.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.
2. All objections to the Motion or relief provided herein that have not been withdrawn, waived or settled, are hereby overruled and denied on the merits.
3. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the terms of the Purchase Agreement, the Debtors are hereby authorized to sell, transfer and convey the Acquired Assets to the Purchaser.
4. The Acquired Assets sold pursuant to the Purchase Agreement to the Purchaser are being sold "AS IS-WHERE IS," as described in the Purchase Agreement.
5. The transfer of the Acquired Assets to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all Interests of any kind or nature.
6. The IP Sale of the Acquired Assets is subject to, and shall not interfere with, the performance of the Agency Agreement approved by the GOB Sale Order.
7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code the Acquired Assets shall be transferred to Purchaser, and upon the Closing shall be, free and

clear of all Interests, of any kind or nature whatsoever (including, but not limited to, those described in Recital K of this Order), and all such Interests of any kind or nature whatsoever shall attach to the net cash proceeds of the transactions (the "Proceeds") in the order of their priority, with the same validity, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

8. Except as expressly permitted otherwise by this Sale Order, all persons and entities, including, but not limited to, all debt security holders; equity security holders; governmental, tax and regulatory authorities; lenders; trade creditors; and other creditors holding Interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtors, the Acquired Assets, the operation of the Acquired Assets prior to the Closing or the IP Sale are forever barred and estopped from asserting against the Purchaser, its successors or assigns, their property or the Acquired Assets such persons' or entities' Interests in or against the Debtors (including without limitation, any right of set-off or recoupment).

9. Upon the Closing, each of the Debtors' creditors and any other holder of an Interest is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist; provided that any costs or expenses incurred in connection therewith shall be paid by Purchaser. The failure of any

party to execute such documents shall in no way impair or affect the terms of this Order which provide for the transfer of the Acquired Assets free and clear of all Interests.

10. If any person or entity that has filed financing statements or other documents or agreements evidencing Interests in the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Interests that the person or entity has with respect to the Acquired Assets, then: (a) the Purchaser is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Interests in the Acquired Assets of any kind or nature whatsoever.

11. This Sale Order: (a) shall be effective as a determination that all Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated as set forth herein, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

12. Except to the extent provided for in the Purchase Agreement, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Acquired Assets prior to the Closing. Without limiting the generality of the foregoing, except as provided in the Purchase Agreement, the Purchaser shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing. The Purchaser has given substantial consideration under the Purchase Agreement for the benefit of holders of Interests. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential Claims of successor liability against the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Interests against the Debtors or the Acquired Assets.

13. The transactions are undertaken by Purchaser without collusion and in good faith, in accordance with Bankruptcy Code sections 363(m) and 363(n). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the transactions under the Purchase Agreement shall not affect the validity of the sale of the Acquired Assets to Purchaser, unless such authorization is duly

stayed pending such appeal. Purchaser is a good-faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by Bankruptcy Code section 363(m) and other applicable law.

14. The Debtors' right, title and interest in the non-exclusive license to use the Xcent Emanager software shall be transferred to Purchaser free and clear of all Interests, provided however that concurrently with the closing of the transactions contemplated by the Purchase Agreement, the Debtors shall pay to Professional Microsystems, Inc. a fee in the amount of \$20,000.

15. This Court retains exclusive jurisdiction with regard to all issues or disputes relating to this Sale Order or the Purchase Agreement, including, but not limited to:

- (a) Interpret, implement and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, and resolve any disputes thereunder, except as otherwise provided therein;
- (b) Protect Purchaser and the Acquired Assets against any Interests, including, without limitation, to enjoin the commencement or continuation of any action seeking to impose on the Purchaser successor liability;
- (c) Enter orders in aid or furtherance of the transactions;
- (d) Compel delivery of all Acquired Assets to the Purchaser;
- (e) Adjudicate all issues relating to any Liens or Interests; and
- (f) Adjudicate any and all issues relating to the Acquired Assets, the proceeds of the transactions, the Motion, and the Purchase Agreement.

16. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a

writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors or their estates.

17. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement is hereby authorized and approved in its entirety, as it may be amended or supplemented in accordance with its terms and this Sale Order.

18. To the extent of any conflict between the Purchase Agreement and this Sale Order as they relate to the rights and obligations of the Debtors and the Purchaser with respect to each other, this Sale Order shall govern. To the extent of any conflict between the Purchase Agreement and this Sale Order not within the scope of the immediately preceding sentence, including, without limitation, as they relate to the rights and obligations of Third Parties and the rights and obligations of the Purchaser with respect to Third Parties, this Sale Order shall govern.

19. This Sale Order: (a) shall be binding in all respects upon all creditors of and holders of equity interests in any Debtors (whether known or unknown), any holders of Interests, the Purchaser and all successors and assigns of the Purchaser, the Debtors and their affiliates, the Acquired Assets and any subsequent trustees appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code; and (b) shall not be subject to rejection. Nothing contained in any chapter 11 plan of reorganization or liquidation filed or confirmed in this bankruptcy case or in any related confirmation order, disclosure statement, or order approving disclosure statement shall

conflict with or derogate from the provisions of this Sale Order and the Purchase Agreement.

20. All entities that are in possession of some or all of the Acquired Assets upon the Closing Date hereby are directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date.

21. The provisions of this Sale Order are non-severable and mutually dependent.

22. The Court has determined that the sale of the Acquired Assets is not in violation of any applicable non-bankruptcy privacy laws and otherwise complies with the Debtors' published privacy policy, subject to the following additional representations and conditions:

(a) The Purchaser represents to this Court that it intends to operate an e-commerce business at the domain name www.DebShops.com as a going concern business operation for the sale of female apparel and accessories;

(b) The Purchaser shall remain bound by and succeed to Debtors' most recent privacy policy, which was in effect on the Petition Date ("Privacy Policy") and a copy of which is attached as an exhibit to the Consumer Privacy Ombudsman Report submitted by Luis Salazar on March 3, 2015;

(c) The Purchaser shall be responsible for any post-sale violations of the Privacy Policy by Purchaser after the Closing Date (but not for any violations of the same by Debtors that occurred prior to the Closing Date) in accordance with applicable law;

(d) The Purchaser shall be bound by and meet the standards established by Debtors' Privacy Policy, to maintain at least the same level of information security currently maintained by Debtors and comply with applicable privacy laws and regulations governing the transfer, storage, maintenance, and access to personally identifiable information as that term is defined in 11 U.S.C. § 101(41A) (hereafter "Customer PII");

(e) The Purchaser shall provide notice to any customer whose Customer PII is being sold and transferred by the Debtors to the Purchaser of that transfer ("Deb Shops Customer"). That notice may be provided by a posting on www.DebShops.com or in any initial contact email;

(f) The Purchaser shall provide Deb Shop Customers with an opportunity to opt-out as part of the notification process and avoid receiving unsolicited product or service information, to the extent required by law;

(g) The Purchaser shall file a certification with this Court within 30 days after the commencement date (but no later than June 30, 2015) of its e-commerce business at the domain name www.DebShops.com confirming its compliance with the requirements of this Paragraph 22;

(h) The Purchaser agrees that any subsequent changes to any applicable privacy policy shall be made in accordance with applicable law;

(i) The Purchaser represents to this Court that it will not share any Customer PII acquired from the Debtors with any of the Purchaser's affiliates or affiliated entities without the consent of such Deb Shop Customer;

(j) The Purchaser shall not share any Customer PII with any of the Purchaser's affiliates or affiliated entities without the consent of such Deb Shop Customer;

(k) The Purchaser represents to this Court and The Office Of The Texas Attorney General that it intends to commence its e-commerce business at the domain name www.DebShops.com in the Spring 2015 (but no earlier than May 1, 2015) and that it has no present intention not to commence such operations by such time; and

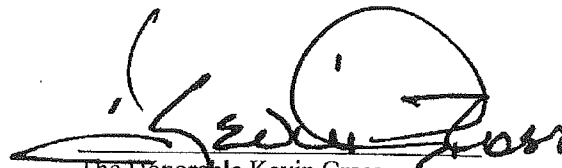
(l) If the Purchaser ceases operating its e-commerce business at the domain name www.DebShops.com within 24 months after its commencement of such operations or if the Purchaser does not commence its e-commerce business at the domain name www.DebShops.com by August 1, 2015, the Purchaser shall notify the Consumer Protection Division of the Office of the Texas Attorney General of such cessation or non-commencement at the following address: Division Chief, Consumer Protection Division, Office of the Attorney General of Texas, P.O. Box 12548 - MC 010, Austin, TX 78711.

23. The fourteen-day stay otherwise imposed by Bankruptcy Rules 6004(h), 6006(d) and/or 7062 is hereby waived, and this Sale Order shall be effective immediately upon entry.

24. All Proceeds and any other consideration received by the Debtors pursuant to the terms of the Purchase Agreement and this Sale Order shall be paid over by the Debtors to the Term Loan Agent (as defined in the Final Financing Order Authorizing

Borrowing and Use of Cash Collateral, Granting Liens and Providing Super-Priority Administrative Expense Status and Granting Adequate Protection Pursuant to Sections 363 and 364 of the Bankruptcy Code (Docket No. 334) ("Final DIP Order") in the manner set forth in the Final DIP Order.

Dated: March 6, 2015



The Honorable Kevin Gross
United States Bankruptcy Judge

EXHIBIT 1

Purchase Agreement

ASSET PURCHASE, ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSET PURCHASE, ASSIGNMENT AND TRANSFER AGREEMENT (the "Agreement") is made and entered into as of this 4th day of March, 2015, by and among Sofree, Inc., a California corporation (the "Buyer"), on the one hand, and Deb Stores Holding LLC, Deb Stores Holding II LLC, Deb Shops SDP Inc., Deb Shops SDIH Inc., Deb Shops SD Inc., Deb Shops SDE LLC, Deb Shops SDW LLC, Deb Shops SDE-Commerce LLC, and Deb Shops SDFMC LLC (each, a "Seller" and collectively, the "Sellers"), all Chapter 11 Debtors and Debtors-In-Possession in Case No. 14-12676 (KG) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), on the other hand. Each entity comprising Sellers is joining in this Agreement for purposes of exposing its respective interest, if any, in and to the Property (as defined in Section C of the Recitals) to the undertakings and obligations of Sellers hereunder; provided that such obligations of Sellers shall be the several (not joint) obligations of each Seller.

RECITALS

A. Pursuant to that certain order entered on the Bankruptcy Court's docket on September 13, 2011 (Case No. 11-11941), entitled "Order: (1) Approving Asset Purchase Agreement among the Debtors and the Buyer, (2) Approving Sale of Substantially All the Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to Bankruptcy Code Sections 105, 363(b), (f) and (M), (3) Approving Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases Free and Clear of All Liens, Claims, Encumbrances And Other Interests Pursuant to Bankruptcy Code Sections 363 And 365, (4) Determining the Amounts Necessary To Cure Such Executory Contracts and Unexpired Leases, and Granting Related Relief", Sellers previously purchased and acquired substantially all of the trademarks, internet domain names, Customer Lists, and other intellectual property specifically described on Exhibit "A" attached hereto and incorporated herein by this reference (to the extent so described only, collectively, the "Scheduled Property").

B. Sellers are the owners of the Scheduled Property.

C. Subject to obtaining Bankruptcy Court approval of the transaction contemplated herein (the "Transaction") in accordance with Section 7.17 of this Agreement (the "Bankruptcy Condition"), each Seller is selling to Buyer and Buyer is acquiring from each Seller, all of each Seller's right, title and interest in and to the Sellers' Intellectual Property (as defined in Section 7.20.4), including, without limitation, all of the Scheduled Property (the Intellectual Property and the Scheduled Property are collectively referred to herein as the "Property"), free and clear of all Liens, Claims, encumbrances and any other interests of any kind or nature whatsoever to the extent provided in the Approval Order (as defined in Section 7.17); provided that the Property shall not include any contracts that would require an assignment to Buyer under Section 365 of the Bankruptcy Code.

D. Buyer and Sellers wish to provide for the transfer and assignment of such right, title and interest in and to the Property and for other terms and conditions applicable to such transfer and assignment.

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

1. Transfer of Assets.

1.1 Subject to and upon the terms, conditions, disclaimers and acknowledgments hereinafter set forth (including, without limitation, those set forth in Section 5, below, Buyer's payment of the Purchase Price as required pursuant to Section 2 below, and satisfaction of the Bankruptcy Condition), Sellers hereby sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby purchases, assumes, and accepts from Sellers, all of Sellers' right, title and interest in and to the Property, in each case free and clear of all Liens, Claims, encumbrances and any other interests of any kind or nature whatsoever to the extent provided in the Approval Order. Without in any way limiting the foregoing, effective as of the Closing Date:

1.1.1 Assignment of Trademarks. Each Seller hereby transfers, conveys, assigns and delivers to Buyer and Buyer hereby accept all right, title and interest of such Seller in and to all trademarks used by Sellers in connection with the Business (as defined in Section 7.20.1) free and clear of all Liens, Claims, encumbrances and any other interests of any kind or nature whatsoever to the extent provided in the Approval Order, including, but not limited to, the trademarks set forth in Exhibit "A" hereto, including any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws within the United States or any foreign country, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns, or other legal representatives together with (a) the goodwill of the Business relating to the goods and services in respect upon which the trademarks are used and for which they are registered, (b) all income, royalties, or payments due or payable, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the trademarks, and (c) all rights to sue for past, present, and future infringements or misappropriations of the trademarks, with the right to sue for, and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its respective successors, assigns, or other legal representatives (collectively, the "Assigned Trademarks").

1.1.2 Assignment of Domain Names. Each Seller hereby transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of such Seller in and to all domain names and registrations therefor free and clear of all Liens, Claims, encumbrances and any other interests of any kind or nature whatsoever to the extent provided in the Approval Order, including, all of such Seller's statutory, common law and other intellectual property rights and all rights under copyright, trademark, trade name and trade dress law and all rights to sue for past infringements thereof and goodwill associated with the domain names and all iterations or permutations thereof used by Sellers in connection with the Business, including, but not limited to, the domain names set forth in Exhibit "A" hereto (collectively, the "Assigned Domain Names").

1.2 Buyer does not hereby assume or undertake to perform, pay, satisfy or discharge any liabilities or obligations of Sellers.

2. Purchase Price, Deposit and Closing; Termination; Effect of Termination; Buyer Representations and Warranties.

2.1 Purchase Price, Deposit and Closing. The purchase price for the Property is Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (the "Purchase Price"), which, subject to (and concurrently with) Sellers complying with their closing obligations and delivering their closing deliverables specified in Section 3 hereof, Buyer shall pay to Sellers in immediately available good funds of the United States of America (and in accordance with such written wire transfer instructions as Sellers may hereafter provide to Buyer) no later than two (2) business days following entry of the Approval Order. Sellers acknowledge and agree that Buyer has deposited an amount equal to \$20,000 to Sellers' trust account, account number 27778984 referenced as "Deb Shops Bid Deposits" maintained by Pachulski Stang Ziehl & Jones LLP ("Pachulski") located in Wilmington, Delaware (the "Trust Account"). Concurrently with the mutual execution and delivery of this Agreement, Buyer shall make an additional deposit to the Trust Account and increase its deposit to an amount equal to \$220,000 (the "Deposit"). Subject to the terms and conditions of this Agreement and the entry of the Approval Order, the sale and purchase of the Property contemplated by this Agreement shall take place at a closing (the "Closing") to be held via electronic transmission or at the offices of Pachulski located in Wilmington, Delaware, at 3:00 p.m., Eastern Time, on the second (2nd) business day following the satisfaction or waiver of all conditions to the obligations of Sellers set forth in Section 3 hereof (other than those conditions which by their nature can only be satisfied at the Closing), or at such other place, at such other time, on such other date or in such other manner as Sellers and Buyer may mutually agree upon in writing (the day on which the Closing takes place being the "Closing Date"). At the Closing, subject to and upon the terms and conditions herein (including, without limitation, satisfaction of the Bankruptcy Condition), the Deposit shall be credited and applied toward payment of the Purchase Price; Buyer shall pay to Sellers the balance of the Purchase Price (i.e., \$1,980,000) in immediately available good funds of the United States of America by wire transfer to the Trust Account; and Sellers shall deliver the Scheduled Property to Buyer, including, without limitation, computer hard or flash drives or computer files that include digital copies of the Customer Lists.

2.2 Termination. Notwithstanding anything herein to the contrary, this Agreement may be terminated, and the transactions contemplated by this Agreement abandoned, at any time before the Closing:

2.2.1 by the mutual written consent of Sellers and Buyer;

2.2.2 by either Sellers or Buyer if the Closing shall not have occurred prior to March 11, 2015; provided, however, that the right to terminate this Agreement under this Section 2.2.2 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;

2.2.3 by Buyer, if (a) there shall be a material breach by any Seller of its covenants or agreements in this Agreement that in either case (i) would result in the failure of a condition set forth in Section 3 and (ii) which is not curable or, if curable, is not cured by March 11, 2015;

2.2.4 by Buyer (provided that Buyer is not then in material breach of any provision of this Agreement), if the Bankruptcy Case is dismissed or converted to Chapter 7 of the Bankruptcy Code or a Chapter 11 trustee is appointed for Sellers;

2.2.5 by Sellers, if (a) there shall be a material breach by Buyer of its covenants or agreements in this Agreement that in either case (i) would result in the failure of a condition set forth in Section 4 and (ii) which is not curable or, if curable, is not cured by March 11, 2015;

2.2.6 by Sellers, if the Approval Order with respect to the transactions contemplated by this Agreement has been entered and (A) Sellers have provided Buyer with written notice that Sellers are prepared to consummate the transactions contemplated by this Agreement, (B) the conditions to Closing in Section 3 have been satisfied or waived (other than those conditions that by their nature can only be satisfied at Closing) and (C) the Closing Date does not occur within two (2) business days of Sellers providing Buyer with such notice unless extended by Sellers in their sole discretion; or

2.2.7 by either Sellers or Buyer, if there shall be in effect a final order of a governmental body of competent jurisdiction permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence and mutual cooperation in good faith).

2.3 Effect of Termination. If this Agreement is terminated pursuant to Section 2.2 (except for Sections 2.2.5 and 2.2.6), the entire Deposit shall be returned and fully refunded to Buyer within two (2) business days from such termination date by wire transfer of immediately available funds to the bank account designated in writing by Buyer and this Agreement will be of no further force or effect; provided, however, that this Section 2.3 and Section 7 will survive the termination of this Agreement and will remain in full force and effect. If this Agreement is terminated pursuant to Sections 2.2.5 and 2.2.6, then: (a) Fifty Percent (50%) of the Deposit (i.e., \$110,000) shall be returned and refunded to Buyer and Fifty Percent (50%) of the Deposit (i.e., \$110,000) shall be delivered to Sellers within two (2) business days from such termination date by wire transfer of immediately available funds to the bank accounts designated in writing by Buyer and Sellers, respectively, and this Agreement will be of no further force or effect; provided, however, that this Section 2.3 and Section 7 will survive the termination of this Agreement and will remain in full force and effect; (b) Sellers entitlement to receive one-half of the Deposit shall represent Sellers' sole and exclusive remedy in connection with such termination and shall constitute liquidated damages (the "Liquidated Damages"), and each party shall be relieved and released from any further liability and obligation hereunder subject to any continuing obligation of Sellers to refund Buyer one-half of the Deposit (i.e., \$110,000); and (c) Sellers and Buyer agree that actual damages accruing from such a termination of this Agreement are incapable of precise estimation and would be difficult to prove, that the rights stipulated in this Section 2.3 bear a reasonable relationship to the potential injury likely to be sustained in the event of a termination by Sellers pursuant to Sections 2.2.5 and 2.2.6 and that the stipulated rights are intended by

the parties to provide just compensation in the event of such termination and are not intended to compel performance or to constitute a penalty for nonperformance. The parties hereby acknowledge that the agreements contained in this Section 2.3 are an integral part of the transactions contemplated by this Agreement.

2.4 Representations and Warranties.

2.4.1 Buyer Representations and Warranties. Buyer hereby represents and warrants as follows:

(a) Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of California.

(b) Authorization of Agreement. Buyer has full power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Buyer in connection with the consummation of the transactions contemplated by this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(c) Financial Capability. Buyer has available cash to perform its obligations hereunder, including payment of the Purchase Price. Buyer has not incurred any obligation, commitment, restriction or liability of any kind that would materially impair Buyer's ability to satisfy its payment and funding obligations under this Agreement.

2.4.2 Sellers Representations and Warranties. Sellers hereby represent and warrant as follows:

(a) Organization and Good Standing. Deb Stores Holding LLC, Deb Stores Holding II LLC, Deb Shops SDE LLC, Deb Shops SDW LLC, Deb Shops SDE-Commerce LLC, and Deb Shops SDFMC LLC are each a limited liability company and Deb Shops SDP Inc., Deb Shops SDIH Inc., and Deb Shops SD Inc., are each a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authorization of Agreement. Subject to entry of the Approval Order, each Seller has full power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by a Seller in connection with the consummation of the transactions contemplated by this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(c) Title to Assets. Sellers own and have the right to sell, assign, and transfer the Scheduled Property to Buyer and, subject to the entry of the Approval Order, Buyer will be vested with good title to such Scheduled Property free and clear of all Liens, Claims, encumbrances and any other interests of any kind or nature whatsoever to the extent provided in the Approval Order.

3. Conditions Precedent to the Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the fulfillment

on or prior to the Closing Date of each of the following conditions, any one or more of which (to the extent permitted by law) may be waived in writing by Buyer:

3.1 the delivery by DEB SHOPS SDW, LLC of duly executed counterparts by DEB SHOPS SDW, LLC of the Trademark Assignment in the form attached hereto as **Exhibit "B"**;

3.2 the entry by the Bankruptcy Court of the Approval Order in substantially the form and content attached as **Exhibit "C"** hereto and the Approval Order shall be unstayed and in full force and effect;

3.3 Prior to Buyer's funding of the balance of the Purchase Price, Buyer's information technology manager Tim Yun (on behalf of Buyer) receives any and all usernames, passwords, or any other similar identity or security codes related to the Property, including the Internet Accounts specified in **Exhibit "A"** and Sellers' domain name registration accounts and, in consultation with Sellers' information technology manager Stephen Smith (on behalf of Sellers), obtains direct login access to and reviews the administrative account access level for such accounts for the purpose of confirming, to Buyer's reasonable satisfaction, Sellers' ability to actually transfer its rights, titles and interests in the Internet Accounts and domain names specified in **Exhibit "A"** to Buyer; provided that, for the avoidance of doubt, until payment by Buyer of the balance of the Purchase Price to Sellers, (i) Buyer shall not assume control over such Property and (ii) Buyer shall have no right, title or interest to any Property (including the foregoing) nor any right to use the Property in any manner whatsoever; and

3.4 possession by Buyer's information technology manager Tim Yun (on behalf of Buyer) of computer hard or flash drives or computer files that include digital copies of the software, products designs, and marketing and promotional materials specified in **Exhibit "A"**; provided that, for the avoidance of doubt, until payment by Buyer of the balance of the Purchase Price to Sellers, (i) Buyer shall not assume control over such Property and (ii) Buyer shall have no right, title or interest to any Property (including the foregoing) nor any right to use the Property in any manner whatsoever.

4. Conditions Precedent to the Obligations of Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any one or more of which (to the extent permitted by law) may be waived in writing by Sellers:

4.1 The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects, at and as of the Closing;

4.2 Buyer shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date;

4.3 the entry by the Bankruptcy Court of the Approval Order in substantially the form and content attached as **Exhibit "C"** hereto and the Approval Order shall be unstayed and in full force and effect;

4.4 Buyer shall have delivered to Sellers the Purchase Price in accordance with Section 2.1; and

4.5 there shall not be in effect any order by a governmental body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

5. Sales, Use and Other Taxes. In addition to the Purchase Price, Buyer shall be responsible for and bear and timely pay to the appropriate party or authority any sales, purchases, transfer, stamp, use or similar taxes under the laws of the state(s) where the Property is located, or any subdivision of any such state(s), which are or will be payable by reason of the sale of the Property. Without limiting the survival of any other provision of this Agreement, Buyer's obligations under this Section 3 shall survive the consummation of this Transaction.

6. "AS IS" Transaction; Subject to Rights of Agent. Sellers hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Property. Buyer has conducted an independent inspection and investigation of the title and physical condition of all portions of the Property and all such other matters relating to or affecting the Property as Buyer deemed necessary or appropriate and Buyer is acquiring the Property based solely upon such independent inspections and investigations. Accordingly, Buyer hereby accepts the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS." Further, reference is made to that certain Agency Agreement made as of December 4, 2014, by and between Deb Shops Holding, LLC ("DSH") and the related entities of DSH that are signatories thereto and a contractual joint venture composed of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (together, the "Agent"), as modified and amended by that certain First Amendment to Agency Agreement dated as of January 4, 2015 (collectively, the "Agency Agreement"). Without in any way limiting the foregoing provisions of this Section 6, (i) Buyer hereby expressly acknowledges and agrees that, to the extent that the Agent has the right to utilize the Property (or portions thereof) pursuant to the Agency Agreement; Buyer is acquiring the Property (or such portions thereof) subject to the rights of the Agent under the Agency Agreement and will not in any way interfere with Agent's exercise of such rights from the Closing Date through and including April 30, 2015 (the "Agency Time Period"); (ii) Buyer and Sellers agree to in good faith seek the Agent's cooperation with respect to coordinating the Buyer's use and development of the Property in a manner consistent with the Agency Agreement during the Agency Time Period; and, (iii) Sellers acknowledge that notwithstanding anything to the contrary in this Agreement or the Agency Agreement, Buyer's obligation under clause (i) of this sentence not to interfere with the rights of the Agent under the Agency Agreement shall terminate at the expiration of the Agency Time Period and, commencing May 1, 2015, Buyer shall not be subject to such restrictions on its use of the Property (or any portions thereof), provided, however, that, in regard to any Customer Information, Buyer agrees to comply in all respects with the Privacy Requirements specified in the Privacy Ombudsman Report (defined in Section 7.16 hereof).

7. Miscellaneous.

7.1 Risk of Loss. The risk of loss or damage to the Property shall shift to the Buyer immediately upon the consummation of this Transaction and turnover of the Property to the Buyer consistent with Section 6 above.

7.2 Attorneys' Fees. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

7.3 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by (i) personal delivery in writing, (ii) registered or certified mail, postage prepaid, return receipt requested (and shall be deemed communicated as of the date of mailing), or (iii) electronic mail delivered to the applicable email address set forth below in this Section 7.3 (and shall be deemed communicated when received by the party to whom such communication is directed). Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To Seller: Deb Shops
1285 Sharps Cove Rd.
Gurley, Alabama 35748
Attention: Mr. Tim Boates
Chief Restructuring Officer
Email Address: tboates@rasmanagement.com

To Buyer: Softree, Inc.
1545 Francisco Street
Torrance, California 90501
Attention: Mr. Bennett Koo
Chief Executive Officer
Email Address: bennettkoo@hotmail.com

with a copy to:

Blank Rome LLP
2029 Century Park East
Los Angeles, California 90067
Attention: Arthur Yoon, Esq.
Email Address: ayoon@blankrome.com

7.4 Entire Agreement. This Agreement contains the entire agreement between Buyer and Sellers relating to the purchase and sale of the Property. Any oral representations or modifications concerning this Agreement or any such other document

shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

7.5 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto.

7.6 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

7.7 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

7.8 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.9 Brokerage Obligations. Sellers and the Buyer each represent and warrant to the other that such party has incurred no liability to any broker or agent with respect to the payment of any commission or other compensation regarding the consummation of this Transaction. It is agreed that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Buyer or Sellers in connection with this Transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify, defend (with counsel reasonably satisfactory to the party entitled to indemnification), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the Transaction. The indemnification obligations under this Section 7.9 are in addition to (and not in lieu of) any other indemnities set forth in this Agreement.

7.10 Survival; Further Assurances. The respective covenants and agreements of Sellers and Buyer herein shall survive the Closing to the extent such covenants and agreements are required to be performed after the Closing. The representations and warranties of Sellers shall not survive the Closing. Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement.

7.11 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

7.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of Delaware, without regard to its choice of law principles.

7.13 Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations

between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto.

7.14 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart. The parties agree that electronic signatures in the form of handwritten signatures on a facsimile transmittal, scanned and digitized images of a handwritten signature (e.g., scanned document in PDF format), and typed signatures on email transmissions from the party to be bound, shall have the same force and effect as original manual signatures.

7.15 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

7.16 Buyer's Obligation Re Ombudsman Requirements. Buyer hereby expressly acknowledges and agrees that: the Property acquired hereunder includes customer lists or other personally identifiable information (in each case, in any form or medium and as defined in Section 101(41(A)) of the United States Bankruptcy Code); such assets and information (collectively, "Customer Information") that have been reviewed by Luis Salazar, the individual designated by the Office of the United States Trustee (such individual, the "Privacy Ombudsman") and the Privacy Ombudsman has issued his report dated March 3, 2015, regarding the Customer Information (the "Privacy Ombudsman Report"); Buyer will be acquiring the Customer Information at the Closing subject to such terms, conditions, requirements, limitations and/or restrictions as are specified in the Approval Order (collectively, "Privacy Requirements") in connection with Sellers' disposition of the Customer Information; and Buyer hereby agrees to timely and fully observe and comply with all such Privacy Requirements.

7.17 Bankruptcy Condition. Buyer's and Sellers' respective obligations to consummate this Transaction are conditioned upon the Bankruptcy Court's entry of an order in the Bankruptcy Case approving and authorizing this Agreement and this Transaction (the "Approval Order"), which Approval Order shall be substantially in the form and content attached as **Exhibit "C"** hereto and incorporated herein by this reference and such Approval Order being unstayed and in full force and effect as of the consummation of this Transaction. The parties shall cooperate and shall use commercially reasonable efforts to cause the Approval Order to be entered by the Bankruptcy Court, to satisfy the conditions to Closing set forth in Sections 3 and 4, and to effectuate the Closing as promptly as practicable.

7.18 Disposition of Sale Proceeds. In the event of a Closing, Sellers shall pay the proceeds of this Transaction to the party(ies) entitled thereto in the amounts required by and otherwise in accordance with the terms of that certain *Final Financing Order Authorizing Borrowing and the Use of Cash Collateral, Granting Liens and Providing Super-Priority Administrative Expense Status and Granting Adequate Protection Pursuant to Sections 363 and 364 of the Bankruptcy Code* [D.I. 334] entered by the Bankruptcy Court in the Bankruptcy Cases.

7.19 Successors. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of each Seller and Buyer.

7.20 Definitions. As used in this Agreement, the following terms have the following meanings:

7.20.1 "Business" means Sellers' ownership, operation, or conduct of Sellers' ecommerce website and chain of retail stores both of which that sold apparel and related goods primarily under the trademarks "Deb" and "Deb Shops".

7.20.2 "Claim" means (a) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

7.20.3 "Customer List" means the lists, information and account records of the names and home, mailing, and email addresses of the customers serviced by Sellers and third parties who refer customers to the Business.

7.20.4 "Intellectual Property" means, to the extent relating to or used in connection with the Business, whether owned or licensed, whether related to use in the United States or another country, (i) any and all patents (including design patents, industrial designs and utility models), patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations, continuations-in-part and extensions), patent disclosures awaiting filing determination, inventions and improvements thereto, (ii) trademarks, service marks, certification marks, trade names, brand names, trade dress, logos, business and product names, slogans, and registrations and applications for registration thereof, (iii) copyrights (including software) and registrations thereof, (iv) inventions, processes, designs, formulae, trade secrets, know-how, industrial models, confidential and technical information, manufacturing, engineering and technical drawings, product specifications, domain names, discoveries and confidential business information, (v) content and login information for domain name management accounts, web site accounts, web blog accounts, and internet advertising, analytic and social media accounts, (vi) Customer Lists, (vii) any and all rights to the name "Deb" and "Deb Shops" or any derivations thereof, (viii) copies and tangible embodiments thereof (in whatever form or medium, including electronic media), and (ix) all rights, titles, and interests for the use of any of the foregoing, in the case of each of the foregoing together with any and all goodwill and intellectual property rights directly or indirectly associated therewith, including, without limitation, all income, royalties, or payments due or payable, all claims for damages by reason of past, present, or future infringement or other unauthorized use of any of the foregoing, and all rights to sue for past, present, and future infringements or misappropriations of any of the foregoing.

7.20.5 "Lien" means charge against or interest in property to secure payment of a debt or performance of an obligation.

7.20.6 "Tax" or "Taxes" means all taxes, charges, fees, imposts, levies or other assessments, including all net income, franchise, profits, gross receipts, capital, sales, use, ad valorem, value added, transfer, transfer gains, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real or personal property, and estimated taxes, customs

duties, fees, assessments and charges of any kind whatsoever, together with any interest and any penalties, fines, additions to tax or additional amounts thereon, imposed by any taxing authority (federal, state, local or foreign) and shall include any successor or transferee liability in respect of Taxes.

7.20.7 "Third Party" means any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, joint-stock company, trust, governmental body or other entity other than Sellers or Buyer.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase, Assignment and Transfer Agreement as of the day and year first above written.

BUYER:

Softree, Inc.

By: BHJ
Name: Bennett Kob
Its: Chief Executive Officer

SELLERS:

Deb Stores Holding LLC
Deb Stores Holding II LLC
Deb Shops SDP Inc.
Deb Shops SDIH Inc.
Deb Shops SD Inc.
Deb Shops SDE LLC
Deb Shops SDW LLC
Deb Shops SDE-Commerce LLC
Deb Shops SDFMC LLC

Executing this Asset Purchase, Assignment and Transfer Agreement as Chief Restructuring Officer of each of the foregoing limited liabilities companies and corporations on behalf of and so as to bind the limited liabilities companies and corporations named above under the caption "SELLERS"

By: _____
Name: Timothy Boates
Its: Chief Restructuring Officer

Signature Page to Asset Purchase, Assignment and Transfer Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase, Assignment and Transfer Agreement as of the day and year first above written.

BUYER:

Softree, Inc.

By: _____

Name: Bennett Koo

Its: Chief Executive Officer

SELLERS:

Deb Stores Holding LLC
Deb Stores Holding II LLC
Deb Shops SDP Inc.
Deb Shops SDIH Inc.
Deb Shops SD Inc.
Deb Shops SDE LLC
Deb Shops SDW LLC
Deb Shops SDE-Commerce LLC
Deb Shops SDFMC LLC

Executing this Asset Purchase, Assignment and Transfer Agreement as Chief Restructuring Officer of each of the foregoing limited liabilities companies and corporations on behalf of and so as to bind the limited liabilities companies and corporations named above under the caption "SELLERS"

By:  _____

Name: Timothy Boates

Its: Chief Restructuring Officer

Signature Page to Asset Purchase, Assignment and Transfer Agreement

EXHIBIT "A"
SCHEDULED PROPERTY
(See attachment)

EXHIBIT "A"

TRADEMARKS

All trademarks owned by Sellers to include but not be limited to the following:

Mark Description	Country	Serial Number or Registration Number	Application Date or Date Registered
CLUB ZONE	United States	Reg: 2,283,897	Reg: 10/5/1999
I WANT IT. I NEED IT. I HAVE TO HAVE IT!	United States	Reg: 2,310,568	Reg: 1/25/2000
VOLTAGE (design)	United States	Reg: 3,600,385	Reg: 3/31/2009
debshops.com & Design	United States	Reg: 3,764,215	Reg: 3/23/2010
DEBSHOPS (word)	United States	Reg: 3,787,977	Reg: 5/11/2010
DEB LOGO - B&W	United States	Reg: 3,782,282	Reg: 4/27/2010
DEB LOGO - COLOR	United States	Reg: 3,782,264	Reg: 4/27/2010
WANT IT NOW?	United States	Reg: 3,822,791	Reg: 7/20/2010
REIGN SUGAR	United States	Reg: 4,389,508	Reg: 8/20/2010
REIGN WISH	United States	Reg: 4,512,570	Reg: 4/8/2014
REIGN FESTIVAL	United States	Ser: 86/035,122	App: 8/12/2013
REIGN INSTANT KHARMA	United States	Ser: 86/035,154	App: 8/12/2013
REIGN SKY	United States	Ser: 86/110,198	App: 11/5/2013
REIGN ENCHANTED	United States	Ser: 86/176,979	App: 1/28/2014
DEB & Heart Design	United States	Ser: 86/302,350	App: 6/6/2014
deb (pink heart logo)	United States	Ser: 86/302,165	App: 6/6/2014
DEBPROM	United States	Ser: 86/406,348	App: 9/25/2014
DEB & Design	United States	Reg: 1,290,180	Reg: 8/14/1984
CSO & Hanger Design	United States	Reg: 1,329,017	Reg: 4/2/1985
DEB (stylized)	United States	Reg: 1,377,670	Reg: 1/7/1986
DEB	United States	Reg: 1,003,568	Reg: 1/28/1975
REIGN BY DEB	United States	Reg: 4,042,989	Reg: 10/18/2011
REIGN BY DEB FOR PERFUME	United States	Reg: 4,376,906	Reg: 7/30/2013
REIGN BY DEB & design	United States	Ser: 85/319,441	App: 5/12/2011
WE'VE GOT YOUR NUMBER & design (green)	United States	Reg: 4,133,244	Reg: 4/24/2012
WE'VE GOT YOUR NUMBER & design (red)	United States	Reg: 4,133,243	Reg: 4/24/2012
Pulse	United States	Reg: 2,907,454	Reg: 12/7/2004
TABOO	United States	Ser: 77/931,287	App: 2/9/2010
TABOO	United States	Ser: 85/018,148	App: 4/20/2010

EXHIBIT "A"

(Continued)

DOMAIN NAMES

All domain names owned by Sellers to include but not be limited to the following:

Domain
deb.clothing
deb.shoes
debprom.com
debprom.info
debprom.net
debprom.org
debs.biz
debs.com
debs.ws
debsho.com
debshop.biz
debshop.info
debshop.net
debshop.us
debshops.asia
debshops.biz
Debshops.clothing
debshops.co
debshops.co.uk
debshops.com
debshops.info
debshops.mobi
debshops.net
debshops.org
debshops.shoes
debshops.tv
debshops.us
debshops.xxx
debstore.biz
debstore.com
debstore.info
debstore.org
debstore.us
debstores.com
debstores.info
debstores.us
girlsjustwannahavedeb.com
luckyheel.com
newdeb.com

143708.00101/95258223v.2

EXHIBIT "A"
(Continued)

DOMAIN NAMES
(Continued)

newdebshop.com
newdebshops.com
stealettos.com
sugarpair.co.uk
sugarpair.com
sugarpair.uk
thenewdeb.com
thenewdebshop.com
thenewdebshops.com

143708.00101/95258223v.2

EXHIBIT "A"
(Continued)

COPYRIGHTS

All copyrights owned by Sellers to include but not be limited to the following:

Title	Claimant	Country	Ser. No. or Reg. No.	Date Filed or Date Registered
Deb Shops, Inc. 2-23-90/by Gail Grant.	Gail Ann Grant	United States	Reg: VA000181830	Reg: 10/5/1990
Junior Deb and Varsity Shops.	Concord Fashion Center, Inc.	United States	Reg: SR0000106745	Reg: 9/18/1989

INTERNET ACCOUNTS

All internet accounts owned or used by Sellers to include but not be limited to the following:

Social Media Platform	Account Details
Facebook	https://www.facebook.com/debshops
Twitter	https://twitter.com/deb_shops
Instagram	http://instagram.com/debshops
Pinterest	https://www.pinterest.com/debshops/
Youtube	https://www.youtube.com/user/DebShops
Wanelo	http://wanelo.com/debshops
Snapchat	
Google+	https://plus.google.com/+Debshopspage/posts#+Debshopspage/posts
Tumblr	http://debshops.tumblr.com/
Polyvore	http://deb-shops.polyvore.com/
Social Bliss	http://socialbliss.com/source/debshops.com
Blog	http://blog.debshops.com/late-fall-look-book/
Chicisimo	http://chicisimo.com/discover/search/deb-shops/
Pose	https://pose.com/product/details/111348/deb-shops

EXHIBIT "A"

(Continued)

SOFTWARE

All software owned by Sellers to include but not be limited to the following:

"E-Man" Software

Any and all versions of the software program referred to as "E-Man" developed by or for Sellers in connection with Sellers' operation of its ecommerce business and "debshops.com", in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the current version, including, but not limited to, the systems, modules, database scheme, database diagrams, table designs, storage procedure, database views, framework, template engines, scripts files, class files and engine scripts, help files, supporting documents and training modules, data protocol, interfaces, interface construction tools, and all other computer software, technology, and/or documentation owned by Sellers related to the "E-Man" software program.

EXHIBIT "A"
(Continued)

CUSTOMER LISTS

All Customer Lists created by or for Sellers.

143708.00101/95258223v.2

TRADEMARK
REEL: 005475 FRAME: 0396

EXHIBIT "A"
(Continued)

PRODUCT DESIGNS

All designs, drawings, sketches, notebooks, patterns, photographs, and other indicia of past and current products sold by Sellers and for proposed products in all stages of conceptual design and development.

EXHIBIT "A"
(Continued)

MARKETING AND PROMOTIONAL MATERIALS

All data, records, and documents related to the advertising, marketing, and promotional materials created by or for Sellers.

EXHIBIT "B"
TRADEMARK ASSIGNMENT
(See attachment)

ASSIGNMENT

(United States Patent and Trademark Office)

This ASSIGNMENT ("Assignment") is dated as of March __, 2015 ("Effective Date"), by and between DEB SHOPS SDW LLC, a Delaware limited liability company (the "Assignor"), and SOFTREE, INC., a California corporation ("Softree").

WHEREAS, Assignor is the registrant or applicant of the trademarks, as applicable, specified on the attached Schedule A (each a "Mark" and collectively the "Marks"), which is incorporated herein by reference, as registered with or applied to the United States Patent and Trademark Office (the "USPTO");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase, Assignment and Transfer Agreement dated as of March 4, 2015 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement and that that certain order, signed and entered by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on the Bankruptcy Court's docket on March 6, 2015, entitled "Order, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (I) Authorizing the Sale of Certain Intellectual Property to Softree, Inc. Free and Clear of Liens, Claims, Encumbrances and Other Interests, and (II) Granting Related Relief" (the "Bankruptcy Court Order"), Assignor agreed to enter into an assignment and sell, assign, and transfer all right, title, and interest in and to the Marks, and the goodwill symbolized thereby as provided herein; and

WHEREAS, Assignee desires to receive such assignment of the Marks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor all of Assignor's right, title, and interest in and to the Marks identified in Schedule A attached hereto, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws within the United States or any foreign country, 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 had not been made, together with (i) the goodwill of the business relating to the goods and services in respect of which each Mark is used and for which it is registered or applied for, (ii) all income, royalties, or payments due or payable, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, and (iii) all rights to sue for past, present, and future infringements or misappropriations 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 respective successors, assigns, or other legal representatives.

Assignor hereby requests the Director of U.S. Patent and Trademark Office, and any other applicable governmental entity or registrar (including, without limitation, any applicable foreign or international office or registrar), to record Softree, Inc., a California corporation, as owner or applicant of each Mark, as applicable, as assignee of the entire right, title, and interest in and to the same.

This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart. The parties agree that electronic signatures in the form of handwritten signatures on a facsimile transmittal, scanned and digitized images of a handwritten signature (e.g., scanned document in PDF format), and typed signatures on email transmissions from the party to be bound, shall have the same force and effect as original manual signatures.

This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

DEB SHOPS SDW LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

SOFTREE, INC.

By: _____

Name: Bennett Koo

Title: Chief Executive Officer

Signature Page to Assignment

SCHEDULE A

TRADEMARKS

Mark Description	Country	Serial Number or Registration Number	Application Date or Date Registered
CLUB ZONE	United States	Reg: 2,283,897	Reg: 10/5/1999
I WANT IT. I NEED IT. I HAVE TO HAVE IT!	United States	Reg: 2,310,568	Reg: 1/25/2000
VOLTAGE (design)	United States	Reg: 3,600,385	Reg: 3/31/2009
debshops.com & Design	United States	Reg: 3,764,215	Reg: 3/23/2010
DEBSHOPS (word)	United States	Reg: 3,787,977	Reg: 5/11/2010
DEB LOGO - B&W	United States	Reg: 3,782,282	Reg: 4/27/2010
DEB LOGO - COLOR	United States	Reg: 3,782,264	Reg: 4/27/2010
WANT IT NOW?	United States	Reg: 3,822,791	Reg: 7/20/2010
REIGN SUGAR	United States	Reg: 4,389,508	Reg: 8/20/2010
REIGN WISH	United States	Reg: 4,512,570	Reg: 4/8/2014
REIGN FESTIVAL	United States	Ser: 86/035,122	App: 8/12/2013
REIGN INSTANT KHARMA	United States	Ser: 86/035,154	App: 8/12/2013
REIGN SKY	United States	Ser: 86/110,198	App: 11/5/2013
REIGN ENCHANTED	United States	Ser: 86/176,979	App: 1/28/2014
DEB & Heart Design	United States	Ser: 86/302,350	App: 6/6/2014
deb (pink heart logo)	United States	Ser: 86/302,165	App: 6/6/2014
DEBPROM	United States	Ser: 86/406,348	App: 9/25/2014
DEB & Design	United States	Reg: 1,290,180	Reg: 8/14/1984
CSO & Hanger Design	United States	Reg: 1,329,017	Reg: 4/2/1985
DEB (stylized)	United States	Reg: 1,377,670	Reg: 1/7/1986
DEB	United States	Reg: 1,003,568	Reg: 1/28/1975
REIGN BY DEB	United States	Reg: 4,042,989	Reg: 10/18/2011
REIGN BY DEB FOR PERFUME	United States	Reg: 4,376,906	Reg: 7/30/2013
REIGN BY DEB & design	United States	Ser: 85/319,441	App: 5/12/2011
WE'VE GOT YOUR NUMBER & design (green)	United States	Reg: 4,133,244	Reg: 4/24/2012
WE'VE GOT YOUR NUMBER & design (red)	United States	Reg: 4,133,243	Reg: 4/24/2012
Pulse	United States	Reg: 2,907,454	Reg: 12/7/2004
TABOO	United States	Ser: 77/931,287	App: 2/9/2010
TABOO	United States	Ser: 85/018,148	App: 4/20/2010

EXHIBIT "C"
APPROVAL ORDER
(See attachment)

the Debtors and a joint venture consisting of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (collectively, the "Agent") having agreed upon terms and conditions for the Agent to act as the Debtors' exclusive agent to conduct store closing sales (the "Store Closing Sales") of certain of the Debtors' assets, including, without limitation, the Debtors' merchandise and furniture, fixtures and equipment ("GOB Assets"), which terms and conditions are set forth in that certain Agency Agreement dated December 4, 2014, by and between the Agent and Debtors (the "Agency Agreement"); and a hearing having been held on December 17, 2014, and the Court having entered an Order approving bidding procedures [Docket No. 159] (the "BPO"); and a sale hearing having been held on January 7, 2015 (the "GOB Sale Hearing") to consider the remaining relief requested in the Motion and approval of the Agency Agreement; and the Court having entered an Order approving the sale of GOB Assets under the terms of the Agency Agreement on January 7, 2015 ("GOB Sale Order", Docket No. 339); and the Debtors having filed a Notice of Continued Action Date and Continued Sale Hearing with respect to Certain Assets Classes on January 23, 2015 (Docket No. 391) and February 3, 2015 (Docket No. 438) setting new dates for the Auction (the "Non-GOB Asset Auction") with respect to, among other things, the Debtors' intellectual property, real property leases and customer list (the "Non-GOB Asset Classes") and hearing to approve the sale of the Non-GOB Asset Classes to the prevailing bidder(s); and the Debtors having held the Non-GOB Asset Auction on February 12, 2015; and the offer of Softree, Inc. (the "Purchaser") on the terms and conditions set forth in the Asset Purchase, Assignment and Transfer Agreement dated

March 4, 2015, annexed hereto as Exhibit 1 (the "Purchase Agreement")² having been declared the highest and best offer for the assets acquired pursuant to the Purchase Agreement (the "Acquired Assets") at the conclusion of the Non-GOB Asset Auction in accordance with the requirements of the BPO, and it appearing that the relief requested in the Motion with respect to the sale of the Acquired Assets (the "IP Sale") approved herein is in the best interests of the Debtors' estates, their creditors, and other parties-in-interests; and upon the arguments made at the hearing on the sale of the Acquired Assets held on March 6, 2015 (the "Non-GOB Asset Sale Hearing"); and due and adequate notice of the Motion having been given under the circumstances; and upon the entire record in these Chapter 11 Cases; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Motion are sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion or the Purchase Agreement.

D. Due and adequate notice of the Motion, the proposed IP Sale and the Non-GOB Sale Hearing, and the subject matter thereof has been provided to all parties-in-interest, and no other or further notice is necessary. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

E. The relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and other parties-in-interest. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion and the sale of the Acquired Assets pursuant to the IP Sale.

F. The sale of the Acquired Assets was negotiated and proposed in good faith, from arms-length bargaining positions, and without collusion. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protection thereof. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the sale of the Acquired Assets (as defined in the Purchase Agreement) to the Purchaser pursuant thereto and hereto, to be avoided under section 363(n) of the Bankruptcy Code.

G. The consideration provided by the Purchaser to the Debtors for the Acquired Assets (i) is fair and reasonable, (ii) is the highest or best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory or possession.

H. Subject to the entry of this Order, the Debtors (1) have full corporate or other power to execute, deliver and perform their obligations under the Purchase Agreement and all other transactions contemplated thereby and entry into the Purchase Agreement has been duly and validly authorized by all necessary corporate or similar action, (2) have all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Purchase Agreement, and (3) have taken all actions necessary to authorize and approve the Purchase Agreement and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Purchase Agreement, are required for the Debtors to consummate such transactions.

I. Debtors are the legal and equitable owners of the Acquired Assets and, upon entry of this Sale Order, they shall have full authority to consummate the transactions contemplated by the Purchase Agreement.

J. The Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

K. The transfer of the Acquired Assets to the Purchaser shall be a legal, valid and effective transfer of the Acquired Assets and shall vest the Purchaser at Closing with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all claims (as defined in Section 101(5) of the Bankruptcy Code, "Claims"), liens (as defined in Section 101(37) of the Bankruptcy Code, hereinafter collectively "Liens"), encumbrances and all other interests (collectively including each of the foregoing, "Interests"), including, but not limited to: (1) those that purport to give to any party a

right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtors' interest in the Acquired Assets, or any similar rights; (2) those relating to taxes arising under or out of in connection with the operation of the Acquired Assets prior to the Closing; and (3) (a) those arising under all security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, rights of setoff or recoupment, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and (b) except to the extent provided for by the Purchase Agreement, all debts arising in any way in connection with any agreements, acts or failures to act of any of the Debtors or any of the Debtors' predecessors or affiliates, Claims, obligations, liabilities, rights of set off or recoupment, demands, guaranties, options, rights, contractual or other commitments (provided that any Acquired Assets arising under an executory contract shall be transferred to the Purchaser only to the extent that Purchaser assumes all obligations of the Debtors under such executory contract), restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, Claims otherwise arising under doctrines of successor liability to the greatest extent permitted by applicable law.

L. The Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever as contemplated by the Purchase Agreement because, in each case, one or more of the standards set forth in sections 363(f)(1) through 363(f)(5)

of the Bankruptcy Code have been satisfied. Those holders of Interests that did not object, or who withdrew their objections to the Motion or the IP Sale, are deemed to have consented pursuant to sections 363(f)(2) and 365(c)(1) of the Bankruptcy Code. Those holders of Interests that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the net cash proceeds of the transactions ultimately attributable to the Acquired Assets against or in which they assert an Interest.

M. Except as expressly provided for in the Purchase Agreement, the Purchaser shall have no liability for any liability, Claim or other obligation of or against the Debtors related to the Acquired Assets by reason of the transfer to the Purchaser of the Acquired Assets. The Purchaser shall not be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets, to: (1) be a successor to the Debtors; or (2) have, *de facto* or otherwise, merged with or into the Debtors. The Purchaser is not acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the Purchase Agreement.

N. Upon entry of this Order, the Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser, which is and shall be enforceable according to its terms.

O. All of the provisions of the Purchase Agreement are nonseverable and mutually dependent.

P. The Debtors have articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rules 6004(h), 6006(d) and 7062.

Q. The Debtors have advised the Purchaser and this Court that the IP Sale of the Acquired Assets are subject to the performance of the Agency Agreement approved by the GOB Sale Order which shall terminate on or before April 30, 2015.

R. The Debtors' privacy policy does not prohibit the IP Sale and the IP Sale is consistent with the Debtors' privacy policy so long as the provisions of Paragraph 22 below are complied with.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.
2. All objections to the Motion or relief provided herein that have not been withdrawn, waived or settled, are hereby overruled and denied on the merits.
3. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the terms of the Purchase Agreement, the Debtors are hereby authorized to sell, transfer and convey the Acquired Assets to the Purchaser.
4. The Acquired Assets sold pursuant to the Purchase Agreement to the Purchaser are being sold "AS IS-WHERE IS," as described in the Purchase Agreement.
5. The transfer of the Acquired Assets to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all interests of any kind or nature.
6. The IP Sale of the Acquired Assets is subject to, and shall not interfere with, the performance of the Agency Agreement approved by the GOB Sale Order.
7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code the Acquired Assets shall be transferred to Purchaser, and upon the Closing shall be, free and

clear of all Interests, of any kind or nature whatsoever (including, but not limited to, those described in Recital K of this Order), and all such Interests of any kind or nature whatsoever shall attach to the net cash proceeds of the transactions (the "Proceeds") in the order of their priority, with the same validity, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

8. Except as expressly permitted otherwise by this Sale Order, all persons and entities, including, but not limited to, all debt security holders; equity security holders; governmental, tax and regulatory authorities; lenders; trade creditors; and other creditors holding Interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtors, the Acquired Assets, the operation of the Acquired Assets prior to the Closing or the IP Sale are forever barred and estopped from asserting against the Purchaser, its successors or assigns, their property or the Acquired Assets such persons' or entities' Interests in or against the Debtors (including without limitation, any right of set-off or recoupment).

9. Upon the Closing, each of the Debtors' creditors and any other holder of an Interest is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist; provided that any costs or expenses incurred in connection therewith shall be paid by Purchaser. The failure of any

party to execute such documents shall in no way impair or affect the terms of this Order which provide for the transfer of the Acquired Assets free and clear of all Interests.

10. If any person or entity that has filed financing statements or other documents or agreements evidencing Interests in the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Interests that the person or entity has with respect to the Acquired Assets, then: (a) the Purchaser is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Interests in the Acquired Assets of any kind or nature whatsoever.

11. This Sale Order: (a) shall be effective as a determination that all Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated as set forth herein, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

12. Except to the extent provided for in the Purchase Agreement, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Acquired Assets prior to the Closing. Without limiting the generality of the foregoing, except as provided in the Purchase Agreement, the Purchaser shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing. The Purchaser has given substantial consideration under the Purchase Agreement for the benefit of holders of Interests. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential Claims of successor liability against the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Interests against the Debtors or the Acquired Assets.

13. The transactions are undertaken by Purchaser without collusion and in good faith, in accordance with Bankruptcy Code sections 363(m) and 363(n). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the transactions under the Purchase Agreement shall not affect the validity of the sale of the Acquired Assets to Purchaser, unless such authorization is duly

stayed pending such appeal. Purchaser is a good-faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by Bankruptcy Code section 363(m) and other applicable law.

14. The Debtors' right, title and interest in the non-exclusive license to use the Xcent Emanager software shall be transferred to Purchaser free and clear of all Interests, provided however that concurrently with the closing of the transactions contemplated by the Purchase Agreement, the Debtors shall pay to Professional Microsystems, Inc. a fee in the amount of \$20,000.

15. This Court retains exclusive jurisdiction with regard to all issues or disputes relating to this Sale Order or the Purchase Agreement, including, but not limited to:

- (a) Interpret, implement and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, and resolve any disputes thereunder, except as otherwise provided therein;
- (b) Protect Purchaser and the Acquired Assets against any Interests, including, without limitation, to enjoin the commencement or continuation of any action seeking to impose on the Purchaser successor liability;
- (c) Enter orders in aid or furtherance of the transactions;
- (d) Compel delivery of all Acquired Assets to the Purchaser;
- (e) Adjudicate all issues relating to any Liens or Interests; and
- (f) Adjudicate any and all issues relating to the Acquired Assets, the proceeds of the transactions, the Motion, and the Purchase Agreement.

16. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a

writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors or their estates.

17. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement is hereby authorized and approved in its entirety, as it may be amended or supplemented in accordance with its terms and this Sale Order.

18. To the extent of any conflict between the Purchase Agreement and this Sale Order as they relate to the rights and obligations of the Debtors and the Purchaser with respect to each other, this Sale Order shall govern. To the extent of any conflict between the Purchase Agreement and this Sale Order not within the scope of the immediately preceding sentence, including, without limitation, as they relate to the rights and obligations of Third Parties and the rights and obligations of the Purchaser with respect to Third Parties, this Sale Order shall govern.

19. This Sale Order: (a) shall be binding in all respects upon all creditors of and holders of equity interests in any Debtors (whether known or unknown), any holders of Interests, the Purchaser and all successors and assigns of the Purchaser, the Debtors and their affiliates, the Acquired Assets and any subsequent trustees appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code; and (b) shall not be subject to rejection. Nothing contained in any chapter 11 plan of reorganization or liquidation filed or confirmed in this bankruptcy case or in any related confirmation order, disclosure statement, or order approving disclosure statement shall

conflict with or derogate from the provisions of this Sale Order and the Purchase Agreement.

20. All entities that are in possession of some or all of the Acquired Assets upon the Closing Date hereby are directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date.

21. The provisions of this Sale Order are non-severable and mutually dependent.

22. The Court has determined that the sale of the Acquired Assets is not in violation of any applicable non-bankruptcy privacy laws and otherwise complies with the Debtors' published privacy policy, subject to the following additional representations and conditions:

(a) The Purchaser represents to this Court that it intends to operate an e-commerce business at the domain name www.DebShops.com as a going concern business operation for the sale of female apparel and accessories;

(b) The Purchaser shall remain bound by and succeed to Debtors' most recent privacy policy, which was in effect on the Petition Date ("Privacy Policy") and a copy of which is attached as an exhibit to the Consumer Privacy Ombudsman Report submitted by Luis Salazar on March 3, 2015;

(c) The Purchaser shall be responsible for any post-sale violations of the Privacy Policy by Purchaser after the Closing Date (but not for any violations of the same by Debtors that occurred prior to the Closing Date) in accordance with applicable law;

(d) The Purchaser shall be bound by and meet the standards established by Debtors' Privacy Policy, to maintain at least the same level of information security currently maintained by Debtors and comply with applicable privacy laws and regulations governing the transfer, storage, maintenance, and access to personally identifiable information as that term is defined in 11 U.S.C. § 101(41A) (hereafter "Customer PII");

(e) The Purchaser shall provide notice to any customer whose Customer PII is being sold and transferred by the Debtors to the Purchaser of that transfer ("Deb Shops Customer"). That notice may be provided by a posting on www.DebShops.com or in any initial contact email;

(f) The Purchaser shall provide Deb Shop Customers with an opportunity to opt-out as part of the notification process and avoid receiving unsolicited product or service information, to the extent required by law;

(g) The Purchaser shall file a certification with this Court within 30 days after the commencement date (but no later than June 30, 2015) of its e-commerce business at the domain name www.DebShops.com confirming its compliance with the requirements of this Paragraph 22;

(h) The Purchaser agrees that any subsequent changes to any applicable privacy policy shall be made in accordance with applicable law;

(i) The Purchaser represents to this Court that it will not share any Customer PII acquired from the Debtors with any of the Purchaser's affiliates or affiliated entities without the consent of such Deb Shop Customer;

(j) The Purchaser shall not share any Customer PII with any of the Purchaser's affiliates or affiliated entities without the consent of such Deb Shop Customer;

(k) The Purchaser represents to this Court and The Office Of The Texas Attorney General that it intends to commence its e-commerce business at the domain name www.DebShops.com in the Spring 2015 (but no earlier than May 1, 2015) and that it has no present intention not to commence such operations by such time; and

(l) If the Purchaser ceases operating its e-commerce business at the domain name www.DebShops.com within 24 months after its commencement of such operations or if the Purchaser does not commence its e-commerce business at the domain name www.DebShops.com by August 1, 2015, the Purchaser shall notify the Consumer Protection Division of the Office of the Texas Attorney General of such cessation or non-commencement at the following address: Division Chief, Consumer Protection Division, Office of the Attorney General of Texas, P.O. Box 12548 - MC 010, Austin, TX 78711.

23. The fourteen-day stay otherwise imposed by Bankruptcy Rules 6004(h), 6006(d) and/or 7062 is hereby waived, and this Sale Order shall be effective immediately upon entry.

24. All Proceeds and any other consideration received by the Debtors pursuant to the terms of the Purchase Agreement and this Sale Order shall be paid over by the Debtors to the Term Loan Agent (as defined in the Final Financing Order Authorizing

Borrowing and Use of Cash Collateral, Granting Liens and Providing Super-Priority Administrative Expense Status and Granting Adequate Protection Pursuant to Sections 363 and 364 of the Bankruptcy Code (Docket No. 334) ("Final DIP Order") in the manner set forth in the Final DIP Order.

Dated: March _____, 2015

The Honorable Kevin Gross
United States Bankruptcy Judge