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Form PTO-1594 (Rev. 03/01) U.S. DEPARTMENT OF COMMERCE U.S. Palent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) 102201416 Tab settings ⇒⇒⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof, 1. Name of conveying party(ies): Candie's, Inc. 2. Name and address of receiving party(ies) 8-26-02 Name: IP Holdings LLC Internal Address:_ Association Individual(s) Street Address: 103 Foulk Road Limited Partnership General Partnership Wilmington DE Zip: 19803 Corporation-State DELAWARE Other _____ Individual(s) citizenship Association___ Additional name(s) of conveying party(ies) attached? Tyes Yes No General Partnership 3. Nature of conveyance: Limited Partnership Assignment ☐ Merger Corporation-State___ Security Agreement Change of Name XX Other Limited Liability Company Il assignee is not domiciled in the United States, a domestic DELAWARE representative designation is attached: Qui Yes XD No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Qui Yes XD No Other____ Execution Date: 08/20/20024. Application number(s) or registration number(s): B. Trademark Registration No.(s) 1206758 A. Trademark Application No.(s) Additional number(s) attached 🔯 Yes 📮 No 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Howard N. Aronson, Esq. Internal Address: Lackenbach Siegel LLP Enclosed Authorized to be charged to deposit account Street Address: Lackenbach Siegel Bldg. 8. Deposit account number: One Chase Road City: Scarsdale State: NY Zip: 10583 (Attach duplicate copy of this page if paying by deposit account) - DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is/true and correct and any attached copy is a true copy of the original document. HOWARD N. ARONSON 8-23-2002 Date Name of Person Signing

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Total number of pages including cover sheet, attachments, and document:

all documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

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TRADEMARK
REEL: 002569 FRAME: 0077

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TRADEMARK REEL: 002569 FRAME: 0078

2,458,143

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between Candie's, Inc., a Delaware corporation ("Assignor"), and IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications and registrations identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks;

WHEREAS, pursuant to the terms of a certain Capital Contribution Agreement between Assignor and Assignee, of even date herewith (the "Contribution Agreement") Assignor has agreed to assign all its right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor and all goodwill pertaining thereto; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials in the appropriate governmental offices in jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or the appropriate governmental offices in jurisdictions outside the United States or in connection with any litigation involving the Trademarks.

Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred.

Assignor and Assignee further agree that while it is their express intent that the conveyance of the Trademarks as provided in the Contribution Agreement and herein be treated as a sale of property by Assignor to Assignee, in the event that the Trademarks in any country

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are held by a court in such country to continue to be property of the Assignor and the payment for the Trademarks as provided for in the Contribution Agreement and herein is held to be a loan to Assignor by Assignee, or for any reason the absolute transfer of the Trademarks is not respected by a country in such country, then: (a) this Assignment shall also be deemed in the territory of such country to be a security agreement within the meaning of the applicable Uniform Commercial Code or applicable statute of such country; and (b) the transfer of Trademarks provided for in the Contribution Agreement and herein shall then be deemed to be a grant to the Assignee by the Assignor of a security interest in, and the Assignor shall be deemed to have hereby granted to the Assignee a security interest in, all of Assignor's right, title and interest in and to the Trademarks in such country and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, instruments, securities or other property. Any pledge or assignment of the interest of the Assignee shall also be deemed to be a pledge or assignment of any security interest created hereby.

Assignor does hereby acknowledge and affirm that the rights and remedies of Assignee with respect to the foregoing contingent security interest in the Trademarks made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which (including the remedies provided for therein) are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Contribution Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersig Agreement as of August <u>70</u> , 2002	ned have executed this Trademark Assignment
By: Name: Deborah Spreid Stehr Title: Secretary	By: Legenthy Name: Robert Geraghty Title: legent Asis By: W. Jan and Mame: Wanger To Bullinell Title: Legal Asis.
STATE OF New York } COUNTY OF New York }	
Scell Stehr, having been sworn by me accor	ignor") and did acknowledge the execution of the n behalf of said Assignor.
	ELIZABETH A. BARNES

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Notary Public, State of New York
No. 01BA6066273
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Nov. 13, 2005

[CANDIE'S TRADEMARK ASSIGNMENT AGREEMENT]

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TRADEMARK REEL: 002569 FRAME: 0081

IP HOLDINGS LLC

WITNESSESS:

By: IP Holdings and Management Corporation, its

Manager

Name: Richard Danderline

Title: President

Before me, the undersigned, a Notary Public of the State of $\frac{\mathcal{V} y}{\mathcal{V}}$, personally appeared $\underline{\mathcal{R}}$ Danlesting, having been sworn by me according to law did depose and say he was the President of the Holding Uc (the "Assignee") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignee.

WITNESS my hand and notarial seal this day of August, 2002.

Commission Expires Me

Schedule A

Trademarks and Applications and Registrations Therefor

Country	<u>Mark</u>	Classes	App.# App. Dt.	Reg.# Reg.Dt
Argentina	CANDIE'S (STYLIZED)	3	2.166.369 7/30/1998	1.760.011 11/1/1999
Argentina	CANDIE'S (STYLIZED)	25	2133774 2/26/1998	
Argentina	CANDIE'S (STYLIZED)	9	2.243.721 9/29/1999	1.832.147 6/ 4/2001
Aruba	CANDIE'S (STYLIZED)	3	990416.13 4/16/1999	20341 2/ 8/2000
Australia	CANDIE'S (STYLIZED)	9, 18	8 06603 9/9/1999	806603 9/9/1999
Bahamas	CANDIE'S (STYLIZED)	3	21588 4/21/1999	21588 11/22/2001
Bahrain	CANDIE'S (STYLIZED)	3	597/99 4/18/1999	25468 4/18/1999
Benelux	CANDIE'S (STYLIZED)	25	627430 11/23/1978	355784 11/23/1978
Bermuda	CANDIE'S (STYLIZED)	3	30640 4/23/1999	30,640 7/10/2000
Bolivia	CANDIE'S (STYLIZED)	25	06139 5/11/1998	
Brazil	CANDIE'S (STYLIZED)	3	820.836.141 8/12/1998	820.836.141 4/3/2001
Brazil	CANDIE'S (STYLIZED)	25	820030929 8/22/1997	
Brazil	CANDIE'S (STYLIZED)	9	821.699.547 10/ 7/1999	

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Country	<u>Mark</u>	Classes	App.# App. Dt.	Reg.# Reg.Dt
British Virgin Islands	CANDIE'S (STYLIZED)	3	3362 5/10/1999	3362 5/10/1999
Brunei Darussalam	CANDIE'S (STYLIZED)	25	28885 1/22/1998	
Canada	CANDIE'S (STYLIZED)	3	885605 7/24/1998	518,832 10/28/1999
Canada	CANDIE'S (BLOCK)	3, 8, 9, 11, 14, 20, 21, 25, 26	555917 1/21/1986	TMA 364.035 1/5/1990
Canada	CANDIE'S (STYLIZED)	18, 25	1,02 8 ,541 9/ 9/1999	
Chile	CANDIE'S (STYLIZED)	3	428849 10/2/1998	536.398 3/15/1999
Chile	CANDIE'S (BLOCK)	25	244.639 6/28/1993	413.992 10/ 5/1993
China (People's Republic of)	CANDIE'S (STYLIZED)	25	9800109583 9/25/1998	1746943 4/14/2002
China (People's Republic of)	CANDIE'S (STYLIZED)	18	9900114550 9/24/1999	1532896 3/ 7/2001
Colombia	CANDIE'S (STYLIZED)	3	98-044922 8/ 5/1998	
Colombia	CANDIE'S (BLOCK)	25	97001972 1/17/1997	230515 7/26/2000
Czech Republic	CANDIE'S (STYLIZED)	18	00118665 1/20/1997	224,795 1/20/1997
Czech Republic	CANDIE'S (STYLIZED)	3, 9, 14	147605 10/ 5/1999	
Dominican Republic	CANDIE'S (STYLIZED)	3	P12.08 (44337) 10/21/1999	010 8 902 12/15/1999

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Country	<u>Mark</u>	Classes	App.# App. Dt.	Reg.# Reg.Dt
Ecuador	CANDIE'S (STYLIZED)	25	85732 3/ 3/1998	
European Union	CANDIE'S (STYLIZED)	3, 14, 18, 25	673533 11/12/1997	673533 11/12/1997
European Union	CANDIE'S (STYLIZED)	9	1312396 9/17/1999	1312396 9/17/1999
Hong Kong	CANDIE'S (STYLIZED)	25	659/98 1/20/1998	2381/2001 1/20/1998
Hong Kong	CANDIE'S (STYLIZED)	3	1245 8 /99 9/10/1999	12970/2000 9/10/1999
Hong Kong	CANDIE'S (STYLIZED)	9	12459/99 9/10/1999	6252/2000 9/10/1999
Hong Kong	CANDIE'S (STYLIZED)	25	1428/81 8/19/19 8 0	1428/81 8/19/1980
Hong Kong	CANDIE'S (BLOCK)	25	1427/81 8/19/1980	1427/81 8/19/1980
Hungary	CANDIE'S (BLOCK)	25	3/17/1981	122912 10/23/19 8 1
Hungary	CANDIE'S (STYLIZED)		M99 04248 9/10/1999	162 940 12/12/2000
Indonesia	CANDIE'S (STYLIZED)		D97 12511 6/26/1997	414386 4/6/1998
Indonesia	CANDIE'S (STYLIZED)		D99 16131 9/13/1999	463177 9/13/1999
Israel	CANDIE'S (STYLIZED)		118178 2/27/1998	118178 2/27/1998
Israel	CANDIE'S (STYLIZED)	3	120941 7/14/1998	120941 7/14/1998

Country	<u>Mark</u>	Classes	<u>App.#</u> <u>App. Dt.</u>	Reg.# Reg.Dt
Israel	CANDIE'S (BLOCK)	25	52851 9/10/1981	52851 12/30/1984
Israel	CANDIE'S (STYLIZED)	18	130733 9/13/1999	130733 9/13/1999
Italy	CANDIE'S (BLOCK)	25	MI98C002013 3/3/1998	830250 1/10/2001
Italy	CANDIE'S (BLOCK)	25	MI2002C005444 5/28/2002	412,504 3/10/1986
Japan	CANDIE'S (STYLIZED)	3	H10-066189 8/ 5/1998	4564334 4/26/2002
Japan	CANDIE'S (BLOCK)	25	61-20983 3/ 5/1986	2664130 5/31/1994
Japan	CANDIE'S WITH KATAKANA	25	62-39206 4/10/1987	2250909 7/30/1990
Japan	CANDIE'S (STYLIZED)	9, 18, 25	11-834 8 2 9/14/1999	4544696 2/22/2002
Kuwait	CANDIE'S (STYLIZED)	3	42916 4/18/1999	
Kuwait	CANDIE'S (BLOCK)	25	43166 5/19/1999	
Lebanon	CANDIE'S (STYLIZED)	3	96-01-0151619 11/ 9/1998	
Macao	CANDIE'S (STYLIZED)	25	003046 1/21/1998	N/003046 7/ 3/1998
Malaysia	CANDIE'S (STYLIZED)	25	96-12835 10/22/1996	
Malaysia	CANDIE'S (STYLIZED)	3	99/08990 9/14/1999	9900 8990 9/14/1999
Malaysia	CANDIE'S (STYLIZED)	9	99/08989	

Country	<u>Mark</u>	Classes	<u>App.#</u> <u>App. Dt.</u>	Reg.# Reg.Dt
			9/14/1999	
Mexico	CANDIE'S (STYLIZED)	25	322842 2/17/1998	690270 2/17/1998
Mexico	CANDIE'S (STYLIZED)	3	343669 8/14/1998	591155 10/27/199 8
Mexico	CANDIE'S (STYLIZED)	25	362602 2/ 3/1999	690294 2/ 3/1999
Mexico	CANDIE'S (STYLIZED)	9	374233 5/ 6/1999	690299 5/ 6/1999
Mexico	CANDIE'S (STYLIZED)	18	375654 5/18/1999	
Netherlands Antilles	CANDIE'S (STYLIZED)	3	4/19/1999	21562 6/23/1999
New Zealand	CANDIE'S (STYLIZED)	9	316007 9/ 9/1999	316007 9/ 9/1999
New Zealand	CANDIE'S (STYLIZED)	14	316008 9/ 9/1999	316008 9/ 9/1999
New Zealand	CANDIE'S (STYLIZED)	25	316010 9/ 9/1999	316010 9/ 9/1999
New Zealand	CANDIE'S (STYLIZED)	18	316009 9/ 9/1999	316009 9/ 9/1999
New Zealand	CANDIE'S (BLOCK)	25	133157 6/27/1980	133157 6/27/1980
Norway	CANDIE'S (STYLIZED)	25	9800772 1/27/1998	204519 9/ 7/2000
Oman	CANDIE'S (STYLIZED)	3	21266 11/16/1999	
Panama	CANDIE'S (STYLIZED)	3	098581 1/28/1999	98,581 1/28/1999

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	App.# App. Dt.	Reg.# Reg.Dt
Peru	CANDIE'S (STYLIZED)	25	057202 2/19/1998	73664 6/20/2001
Philippines	CANDIE'S (STYLIZED)	3	4-1998-05814 8/ 4/1998	
Philippines	CANDIE'S (STYLIZED)	25	43019 10/30/19 8 0	
Philippines	CANDIE'S (BLOCK)	25	43932 2/ 6/1981	
Philippines	CANDIE'S (STYLIZED)	18	4-1999-06758 9/ 9/1999	
Philippines	CANDIE'S (STYLIZED)	9	4-2000-05452 7/ 3/2000	
Poland	CANDIE'S (STYLIZED)	3	Z-207090 9/10/1999	
Qatar	CANDIE'S (STYLIZED)	3	21494 10/10/1999	
Russian Federation	CANDIES	25	122194 5/17/1990	93556 1/28/1991
Saudi Arabia	CANDIE'S (STYLIZED)	25	44202 6/6/1998	504/28 11/3/1999
Saudi Arabia	CANDIE'S (STYLIZED)	3	47366 12/27/1998	546/12 12/27/1998
Saudi Arabia	CANDIE'S (STYLIZED)	18	61109 11/22/1999	594/36 11/ 1/2001
Singapore	CANDIE'S (STYLIZED)	25	6353/97 5/30/1997	
Singapore	CANDIE'S (STYLIZED)	3	S/7923/98 8/ 6/1998	

Country	<u>Mark</u>	Classes	<u>App.#</u> <u>App. Dt.</u>	Reg.# Reg.Dt
Singapore	CANDIE'S (STYLIZED)	9	T99/10191G 9/15/1999	T99/10191G 9/15/1999
Slovak Republic	CANDIE'S (STYLIZED)	18, 25	POZ 0339-1997 1/30/1997	
South Africa	CANDIE'S (STYLIZED)	25	10/ 3/1980	80/6494 10/ 3/1980
South Korea	CANDIE'S (STYLIZED)	25	84-14399 9/21/1984	125267 4/22/1986
South Korea	CANDIE'S (STYLIZED)	18	40-1999-35583 9/21/1999	487195 2/ 7/2001
Spain	CANDIE'S (STYLIZED)	25	2.057.367/7 11/12/1996	2.057.367 11/12/1996
Sweden	CANDIE'S (STYLIZED)	25	97 -06 186 7/ 1/1997	341 330 10/20/2000
Switzerland	CANDIE'S (STYLIZED)	25	00297/1998 1/16/1998	452.201 1/16/1998
Taiwan	CANDIE'S (STYLIZED)	25		145325 12/15/1980
Taiwan	CANDIE'S (STYLIZED)	25		146223 1/ 1/1981
Taiwan	CANDIE'S (BLOCK)	25		145324 12/16/1980
Taiwan	CANDIE'S (BLOCK)	25		146222 1/ 1/1981
Turkey	CANDIE'S (STYLIZED)	3, 9, 25	99/17216 10/20/1999	99/017216 10/20/1999
United Arab Emirates	CANDIE'S (STYLIZED)	3	30602 3/31/1999	23551 2/ 5/2000
United Arab	CANDIE'S (STYLIZED)	25	33464	24545

Country	<u>Mark</u>	Classes	<u>App.#</u> <u>App. Dt.</u>	Reg.# Reg.Dt
Emirates		ال ان ة المداورة	10/25/1999	10/25/1999
United Kingdom	CANDIE'S (BLOCK)	25	2103900 6/2 8 /1996	2103900 6/28/1996
United Kingdom	CANDIE'S (STYLIZED)	18	2226952 3/23/2000	2226952 3/23/2000
United Kingdom	CRAYONS	25	1112830 4/1 8 /1979	1112830 4/18/1979
United States	CANDIE'S (STYLIZED)	25	73213391 4/27/1979	1206758 8/31/1982
United States	CANDIE'S (STYLIZED)	3	73335241 11/2/1981	1255032 10/25/1983
United States	CANDIE'S (STYLIZED)	9	73335244 11/ 2/1981	1217393 11/23/1982
United States	CANDIE'S (STYLIZED)	25	73335242 11/ 2/1981	1240430 5/31/1983
United States	CANDIE'S (BLOCK)	25	73155005 1/11/1978	1157373 6/ 9/1981
United States	CANDIE'S (STYLIZED)	18, 25	73206403 3/ 7/1979	1154885 5/19/1981
United States	CANDIE'S (BLOCK)	16	73312796 6/ 1/1981	1197875 6/15/1982
United States	CANDIE'S (BLOCK)	7, 9, 11, 20	73554188 8/19/1985	1429009 2/17/1987
United States	CANDIE'S (BLOCK)	25	73306783 4/21/1981	1199658 6/29/1982
United States	CANDIE'S (BLOCK)	18	73541329 6/ 4/1985	1378107 1/14/1986
United States	CANDIE'S (BLOCK)	25	73423155 4/25/1983	1291227 8/21/1994

Country	<u>Mark</u>	Classes	<u>App.#</u> <u>App. Dt.</u>	Reg.# Reg.Dt
United States	SUGAR BABIES	25	73384884 9/13/1982	1282561 6/19/1984
United States	CRAYONS	25	73220689 6/22/1979	1211630 10/ 5/1982
United States	CRAYONS	10	73479870 5/10/1984	1423964 1/ 6/1987
United States	CRAYONS	18	73479871 5/10/1984	1385233 3/ 4/1986
United States	CRAYONS	11	73632531 11/26/1986	1447357 7/14/1987
United States	CRAYONS	25	73632527 11/26/1986	1453290 8/18/1987
United States	C (STYLIZED)	25	73379150 8/ 9/1992	1354168 8/13/1985
United States	BODY SLIP	3	75676810 4/ 7/1999	2488422 9/11/2001
United States	MIST YOU BABY	3	75676809 4/ 7/1999	2427493 2/ 6/2001
United States	MOTION POTION	3	75676706 4/ 7/1999	2427492 2/ 6/2001
United States	TAKE A POWDER	3	75677065 4/ 7/1999	2424031 1/23/2001
United States	BAR HOP	3	75676811 4/ 7/1999	2474173 7/31/2001
United States	KEEP YOUR COOL	3	75677063 4/ 7/1999	2458143 6/ 5/2001
United States	LUCKY STIFF	3	75677061 4/ 7/1999	249123 <i>5</i> 9/18/2001

Country	<u>Mark</u>	Classes	App.# App. Dt.	Reg.# Reg.Dt
United States	CANDIE'S (BLOCK)	14	757043 <u>0</u> 2 5/13/1999	249 48 14 10/ 2/2001
United States	C & DESIGN	14	75699118 5/ 6/1999	2525675 1/ 1/2002
United States	ANYWHERE YOU DARE	3	75711558 5/21/1999	
United States	MANE TRAIN	3	75852027 11/18/1999	2450207 5/ 8/2001
United States	CANDIE'S (BLOCK)	35	76067132 6/ 8/2000	
United States	C & DESIGN	3, 9, 18, 25	75980656 5/ 6/1999	2480934 8/21/2001
United States	CANDIE'S (STYLIZED)	9	76159600 11/ 6/2000	
United States	DOWNHILL RAZOR	3	75676704 4/ 7/1999	
United States	CANDIE'S STREET & Design	25	76301264 8/16/2001	
Uruguay	CANDIE'S (STYLIZED)	2, 3, 6, 7, 8, 16, 17, 18, 20, 21, 22, 23, 24,25, 26	167453 7/9/1979	236750 4/17/1980
Venezuela	CANDIE'S (STYLIZED)	3	98-014717 8/ 6/1998	
Venezuela	CANDIE'S (BLOCK)	25	12103-97 6/11/1997	
Vietnam	CANDIE'S (STYLIZED)	3, 18, 25	N993613 11/23/1999	36292 11/23/1999

RECORDED: 08/26/2002