



To the Honorable Commissioner of

document or certified copy thereof.

1. Name of conveying Party(ies):  
 Name: Frederick's of Hollywood, Inc. **3-7-03**

Individual       Association  
 General Partnership     Limited Partnership  
 Corporation - Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?     Yes     No

2. Name and Address of receiving Party(ies):  
 Name: Crédit Agricole Indosuez.

Internal Address: \_\_\_\_\_  
 Street Address: 666 Third Avenue  
 City: New York    State: New York    Zip Code 10017

Individual(s) Citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation -  
 Other Company of France

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 (Designations must be a separate document from Assignment)     Yes     No  
 Additional name(s) & address(es) attached?     Yes     No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement     Change of Name  
 Other Collateral Assignment of Trademarks

Execution Date: January 7, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**See Exhibit A attached hereto**

Additional sheet attached?     Yes     No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Bingham B. Leverich, Esq.  
Covington & Burling  
1201 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

Attorney Docket No.    701620.00006

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$365.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account No.: 03-3412

01 FC:4521    40.00 CH  
 02 FC:4522    25.00 CH

DO NOT USE THIS SPACE

*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.*

Marie A. Lavalleye      M. Lavalleye      3-7-03  
 Name of Person Signing      Signature      Date

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

DC 755326-1

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS OWNED  
BY FREDERICK'S OF HOLLYWOOD, INC.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
FREDERICK'S (stylized)	664,746	07/22/58	25	Women's and girls' dresses, skirts, blouses, sweaters, coats, jackets, jerseys, petticoats, slacks, shorts, shirts, brassieres, corsets, girdles, foundation garments, slippers, half slippers, panties, garter belts, stoles, fur coats, fur neck pieces, fur capes, shoes, slippers, suits, hosiery, nightgowns, pajamas, robes, peignoirs, coveralls, house coats, chemises, dusters, swim suits, and playsuits; men's shirts, shorts, coveralls, under shorts, swim suits, jackets, sweaters, suits, and pajamas
FREDERICK'S	1,055,867	01/11/77	3	Perfume, skin lotion, nail enamel, nail polish, cream, and body massage cream
FREDERICK'S	1,058,525	02/08/77	25	Aprons, gowns, lingerie, blouses, boas, bodyshirts, bodysuits, boots, brassieres, briefers, chemises, coats, coveralls, corsets, culottes, dresses, dusters, foundation garments, fur capes, fur coats, fur neck pieces, fur pieces, garter belts, garters, girdles, half slippers, hosiery, housecoats, jackets, jerseys, jumpsuits, nightgowns, pajamas, panties, pant sets, pantsuits, panty hose, paste-on bras, peignoir sets, petticoats, playsuits, robes, shirts, shoes, shorts, skirts, slacks, slippers, slippers, stoles, suits, sweaters, swimsuits, theatrical clothes, undershorts, and waist cinchers

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
FREDERICK'S	1,052,485	11/09/76	26	Hairpieces and wigs
FREDERICK'S	1,051,548	10/26/76	42	Retail store and mail order services in the fields of clothing, personal items, cosmetics and toiletries
LOVING CUP	1,253,856	10/11/83	25	Brassieres
SHAPE-SUIT	1350717	07/23/85	25	Swim suits
FREDERICK'S OF HOLLYWOOD	1,627,771	12/11/90	42	Retail store and mail order services in the fields of clothing, personal items, cosmetics and toiletries
FREDERICK'S OF HOLLYWOOD	1,674,329	02/04/92	25	Aprons, gowns, lingerie, blouses, boas, bodyshirts, bodysuits, boots, brassieres, briefers, chemises, coats, coveralls, corsets, culottes, dresses, dusters, foundation garments, fur capes, fur coats, fur neck pieces, fur pieces, garter belts, garters, girdles, half slippers, hosiery, housecoats, jackets, jerseys, jumpsuits, nightgowns, pajamas, panties, pantsuits, panty hose, paste-on bras, peignoir sets, petticoats, playsuits, robes, shirts, shorts, shoes, skirts, slacks, slippers, slippers, stoles, suits, sweaters, swimsuits, undershorts, and waist cinchers

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
CURVE CONTROL	2,290,335	11/02/99	25	Clothing, namely, foundation garments
BUTTERFLY PANTIES	2,302,805	12/21/99	25	Crotchless panties
FREDERICKS.COM	2,403,596	11/14/00	35	Computerized online retail store services featuring clothing, lingerie, undergarments, accessories for men and women, hairpieces and wigs, loungewear, activewear, hosiery, slippers, shoes, boots, swimwear and beachwear
HOLLYWOOD KISS	2,395,635	10/17/00	25	Lingerie
FREDERICK'S OF HOLLYWOOD (& Design)	2,587,042	7/02/02	25, 26, 35	Clothing, men's and women's lingerie, undergarments, loungewear, hosiery, swimwear, beachwear; hairpieces and wigs; retail store and mail order catalog services featuring clothing, lingerie, accessories for men and women, hairpieces and wigs

THE INDEBTEDNESS COVERED BY THIS COLLATERAL ASSIGNMENT IS SUBORDINATED TO THE PRIOR PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS (AS DEFINED IN THE REVOLVING INTERCREDITOR AGREEMENT HEREINAFTER REFERRED TO) PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JANUARY 7, 2003 (AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*REVOLVING INTERCREDITOR AGREEMENT*"), AMONG FOH HOLDINGS, INC., FREDERICK'S OF HOLLYWOOD, INC., AND THE SUBSIDIARIES OF FREDERICK'S OF HOLLYWOOD, INC. LISTED THEREIN, WELLS FARGO RETAIL FINANCE, LLC, AS AGENT, CRÉDIT AGRICOLE INDOSUEZ, AS AGENT, AND THE SUBORDINATED CREDITORS LISTED THEREIN.

THE INDEBTEDNESS COVERED BY THIS COLLATERAL ASSIGNMENT IS SUBJECT TO THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JANUARY 7, 2003 (AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*INTERCREDITOR AGREEMENT*"), AMONG THE TRANCHE A LENDERS (AS DEFINED THEREIN), THE TRANCHE B LENDERS (AS DEFINED THEREIN), THE TRANCHE C LENDERS (AS DEFINED THEREIN) AND CRÉDIT AGRICOLE INDOSUEZ, AS AGENT AND COLLATERAL AGENT. BY ITS ACCEPTANCE OF THIS AGREEMENT, THE HOLDER HEREOF AGREES TO BE BOUND BY THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT TO THE SAME EXTENT THAT THE PARTIES (AS DEFINED THEREIN) ARE BOUND.

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of January 7, 2003 (the "*Collateral Assignment*"), between Frederick's of Hollywood, Inc., a Delaware Corporation (the "*Grantor*") and Crédit Agricole Indosuez, as Agent (the "*Agent*").

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#### INTRODUCTION

On the date hereof, the Agent and the Grantor have entered into an Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") pursuant to which the Grantor has granted to the Agent (i) a continuing second priority security interest in and to (and if (1) there shall be no "Obligations" under the Revolving Credit Agreement outstanding and (2) the Revolving Credit Commitments shall have been terminated (together, the "*Revolving Credit Termination*"), a continuing first priority security interest in and to) all of the following now owned or hereafter acquired by the Grantor in favor of the Agent on behalf of the Tranche A Lenders and (ii) a continuing third priority security interest in and to (and (A) if the Revolving Credit Termination shall have occurred, a continuing second priority security interest in and to, (B) if (x) there shall be no Tranche A Secured Obligations outstanding and the Tranche A Term Loan Commitments shall have been terminated (together, the "*Tranche A Termination*") and (y) the Revolving Credit Termination shall not have occurred, a continuing second priority security interest in and to, and (C) if each of the Tranche A Termination and the Revolving Credit Termination shall have occurred, a continuing first priority security interest in and to) all of the following now owned or hereafter acquired by the Grantor in favor of the Agent on behalf of the Tranche B Lenders and the Tranche C Lenders, in addition to all other Collateral of Grantor, to secure the full and punctual payment of the Secured Obligations, as each such term is defined in the IP Security Agreement: (i) all trademarks (including service marks and trade names, whether registered or at

common law), registrations and applications therefor, and the entire product lines and goodwill of the Grantor's business connected therewith and symbolized thereby, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past, present or future infringements or misappropriations thereof, (iv) all rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world (the "Trademarks").

Grantor has adopted, used and is using and owns all right, title and interest in and to, among other things, the trademarks and service marks listed on Exhibit A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office.

Capitalized terms used and not defined herein are defined in the IP Security Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

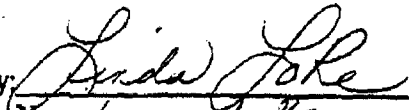
1. Assignment of Security Interest in the Trademarks. In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Grantor hereunder and under the Tranche A, Tranche B and Tranche C Term Loan Agreement and the other Credit Documents, the Grantor hereby assigns, sells, transfers, and conveys to the Agent, and grants to the Agent (i) a continuing second priority security interest in and to (and if the Revolving Credit Termination shall have occurred, a continuing first priority security interest in and to) all of the Trademarks on behalf of the Tranche A Lenders and (ii) a continuing third priority security interest in and to (and (A) if the Revolving Credit Termination shall have occurred, a continuing second priority security interest in and to, (B) if (x) if the Tranche A Termination shall have occurred and (y) the Revolving Credit Termination shall not have occurred, a continuing second priority security interest in and to, and (C) if each of the Tranche A Termination and the Revolving Credit Termination shall have occurred, a continuing first priority security interest in and to) all of the Trademarks in favor of the Agent on behalf of the Tranche B Lenders and the Tranche C Lenders.

2. Incorporation of Terms of IP Security Agreement. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Trademarks and the other Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Collateral Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FREDERICK'S OF HOLLYWOOD, INC.

By:   
Name: LINDA LOKS  
Title: CEO

CRÉDIT AGRICOLE INDOSUEZ,  
as Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

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TRADEMARK  
REEL: 002700 FRAME: 0869

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FREDERICK'S OF HOLLYWOOD, INC.

By: \_\_\_\_\_

Name:

Title:

CRÉDIT AGRICOLE INDOSUEZ,  
as Agent for the Lenders

By:  \_\_\_\_\_

Name: Jean Flecheux

Title: First Vice President

By:  \_\_\_\_\_

Name: Gary Kania

Title: Vice President

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARK  
REEL: 002700 FRAME: 0870



# COVINGTON & BURLING

1201 PENNSYLVANIA AVENUE NW  
WASHINGTON, DC 20004-2401  
TEL 202.662.6000  
FAX 202.662.6091  
WWW.COV.COM

WASHINGTON  
NEW YORK  
LONDON  
BRUSSELS  
SAN FRANCISCO

March 7, 2003

## VIA EXPRESS MAIL

BOX ASSIGNMENTS/FEE  
Assistant Commissioner for Trademarks  
U.S. Patent and Trademark Office  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Re: Request for Recordation of Collateral Assignment of Trademarks  
between Frederick's of Hollywood, Inc. and Crédit Agricole  
Indosuez  
Our Ref.: 701620.00006

TRADEMARK REPLY PROCESS  
RECEIVED  
2003 MAR -7 P 4:21

Dear Sir:

We enclose the following for filing in connection with the referenced matter:

1. Recordation Form Cover Sheet, Form PTO-1594;
2. Fully executed Collateral Assignment of Trademarks between Frederick's of Hollywood, Inc. and Crédit Agricole Indosuez;
3. Exhibit A identifying the registrations involved; and
4. Self-addressed, stamped postcard for acknowledgment of receipt of the same.

Please record the Collateral Assignment of Trademarks against those registrations identified in Exhibit A.

The filing fee of \$365.00, and any additional fees that may be required, should be charged to Deposit Account No. 03-3412 of Covington & Burling. A duplicate of this letter is enclosed for charging purposes.

TRADEMARK  
REEL: 002700 FRAME: 0871

BOX ASSIGNMENTS/FEE

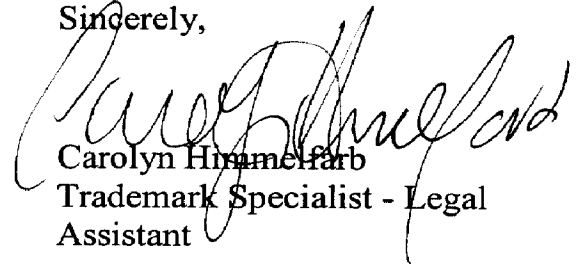
Assistant Commissioner for Trademarks

March 7, 2003

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Should you have any questions regarding the foregoing or the enclose documents, please contact Marie A. Lavalleye at 202/662-5439.

Sincerely,



Carolyn Himmelfarb  
Trademark Specialist - Legal  
Assistant

Enclosures

cc: Marie A. Lavalleye, Esq. (w/encls.)  
Divakar Gupta, Esq. (w/encls.)