

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE:       | 07/22/2005                                   |

**CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type                         |
|------------------------|----------|----------------|-------------------------------------|
| Joe Boxer Company, LLC |          | 07/22/2005     | Limited Liability Company: DELAWARE |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | IP Holdings LLC                     |
| Street Address: | 215 West 40th Street                |
| City:           | New York                            |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10018                               |
| Entity Type:    | Limited Liability Company: DELAWARE |

**PROPERTY NUMBERS Total: 49**

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| Registration Number: | 2736411 | BED PAJAMAS           |
| Registration Number: | 2566394 | CHANGE DAILY          |
| Registration Number: | 2289670 | CLEAN FRESH UNDERWEAR |
| Registration Number: | 2895808 | FLEECE OFFICER        |
| Registration Number: | 2849399 | JBXR                  |
| Registration Number: | 2151915 | JOE BOXER             |
| Registration Number: | 1984619 | JOE BOXER             |
| Registration Number: | 1801580 | JOE BOXER             |
| Registration Number: | 1399568 | JOE BOXER             |
| Registration Number: | 2060335 | JOE BOXER             |
| Registration Number: | 2518049 | JOE BOXER             |
| Registration Number: | 2616307 | JOE BOXER             |

OP \$1240.00 2736411

|                      |          |   |
|----------------------|----------|---|
| Registration Number: | 2488494  | JOE BOXER   |
| Registration Number: | 2418337  | JOE BOXER   |
| Registration Number: | 2419648  | JOE BOXER   |
| Registration Number: | 2967119  | JOE BOXER   |
| Registration Number: | 2797003  | JOE BOXER   |
| Registration Number: | 2901817  | JOE BOXER   |
| Registration Number: | 2901822  | JOE BOXER   |
| Registration Number: | 2899966  | JOE BOXER   |
| Registration Number: | 2901803  | JOE BOXER   |
| Registration Number: | 2901802  | JOE BOXER   |
| Registration Number: | 2901804  | JOE BOXER   |
| Registration Number: | 1585824  | JOE BOXER   |
| Registration Number: | 2635912  | JOE BOXER   |
| Registration Number: | 2041783  |   |
| Registration Number: | 2028591  |   |
| Registration Number: | 2666784  |   |
| Registration Number: | 2605095  |   |
| Registration Number: | 2616306  |   |
| Registration Number: | 2818357  |   |
| Registration Number: | 2735699  |   |
| Registration Number: | 2774852  |   |
| Registration Number: | 2734543  | PERSONAL JANITORS   |
| Registration Number: | 2625508  | REPUBLIC OF JOE   |
| Registration Number: | 2335182  |   |
| Registration Number: | 2939837  |   |
| Registration Number: | 2322802  | THE BRAND IS THE AMUSEMENT PARK. THE PRODUCT IS THE SOUVENIR. |
| Registration Number: | 2832142  |   |
| Serial Number:       | 78324571 |   |
| Serial Number:       | 78119355 |   |
| Serial Number:       | 78119359 |   |
| Serial Number:       | 78119305 |   |
| Serial Number:       | 78119372 |   |
| Serial Number:       | 78311160 | SNOOZE KIT  |
| Serial Number:       | 78566457 | SWEET DREAMER   |

|                |          |                        |
|----------------|----------|------------------------|
| Serial Number: | 78566448 | UNDERWEAR FOR YOUR BED |
| Serial Number: | 78612991 |                        |
| Serial Number: | 78612944 |                        |

**CORRESPONDENCE DATA**

Fax Number: (203)256-3375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 203-319-3600  
Email: atarshis@iconixbrand.com  
Correspondent Name: Andrew R. Tarshis  
Address Line 1: 1599 Post Road East  
Address Line 4: Westport, CONNECTICUT 06880

|                    |                   |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Andrew R. Tarshis |
| Signature:         | /andrew tarshis/  |
| Date:              | 07/27/2005        |

Total Attachments: 7  
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source=US Assignment#page7.tif

**MASTER UNITED STATES TRADEMARK ASSIGNMENT AGREEMENT**

This United States Master Trademark Assignment Agreement is made between **JOE BOXER COMPANY, LLC**, a Delaware limited liability company ("Assignor"), and **IP HOLDINGS LLC**, a Delaware limited liability company ("Assignee").

**WITNESSETH**

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

**WHEREAS**, Assignee, a wholly owned subsidiary of the successor to the portion of Assignor's business to which the Trademarks pertain, which is ongoing and existing, is desirous of acquiring the Trademarks, and is desirous of acquiring the Trademarks together with the goodwill of the business symbolized by the Trademarks;

**WHEREAS**, Assignor is desirous of divesting the Trademarks, together with the goodwill of the business symbolized by the Trademarks;

**WHEREAS**, Assignor is party to a certain Asset Purchase Agreement of even date herewith, by and between Assignor and certain licensees and/or affiliates of Assignor on the one hand, and Iconix Brand Group, Inc. ("Iconix"), an affiliate of Assignee, on the other hand (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor is obligated to, and has transferred all of Assignor's assets subject to the Purchase Agreement directly to Assignee on behalf of Iconix ("Asset Transfer"), and such Asset Transfer has been and is deemed a contribution of such assets by Iconix to the capital of Assignee; and

**WHEREAS**, pursuant to, and as part of such Asset Transfer, Assignor has agreed to assign and transfer, and has assigned and transferred to Assignee, on behalf of Iconix, all of its right, title and interest in and to the Trademarks, including the goodwill of the business symbolized by the Trademarks; and

**WHEREAS**, Assignor and Assignee are desirous of executing a document for the purposes of recording title in and to the aforesaid Trademarks in the name of Assignee in the United States Patent and Trademark Office;

**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, a wholly owned subsidiary of the successor to the portion of Assignor's business to which the Trademarks pertain, which is ongoing and existing, its successors and assigns, all rights, title and interest in and to: (i) the Trademarks, including all applications and registrations thereof and the Certificates of Registration duly and legally issued therefore, and any and all renewals thereof for the Trademarks, together with all goodwill pertaining thereto; (ii) all income, royalties,

damages and payments now due or payable or which hereafter become due or payable with respect to the Trademarks; (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 for Trademarks of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee's all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Master United States Trademark Assignment Agreement.

Assignor warrants that: (i) all use of the Trademarks by Assignor shall cease; and (ii) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Trademarks or Assignee's ownership thereof.

The parties hereto shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Master United States Trademark Assignment Agreement, and Assignor shall, at the requesting party's sole cost and expense: (a) furnish upon reasonable request to Assignee such further reasonably available information, including any reasonably available facts relating to the usage of the Trademarks known to Assignor; (b) testify upon reasonable request as to the same in any proceeding in the appropriate governmental office or in connection with any litigation involving the Trademarks, with any reasonable and necessary travel expenses relating thereto to be paid by Assignee; (c) execute and deliver to Assignee such other documents (including, but not limited to, the execution of such documents to the extent necessary to evidence and effect recordation of the assignment of all of the Trademarks after the date hereof should recording of this Master United States Trademark Assignment Agreement require the execution or re-execution of any additional documents); and (d) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Master United States Trademark Assignment Agreement and the transactions contemplated hereby.

All requests for information relating to the Trademarks shall be directed as follows, or to such other person as the party shall designate, in writing:

If to Assignee: Deborah Sorell Stehr, Senior Vice President/General Counsel,  
Iconix Brand Group, Inc., 215 W. 40<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, NY 10018,  
phone: (212) 730-0030.

If to Assignor: Trademark Coordinator, Windsong Allegiance Group, LLC, 1599  
Post Road East, Westport, Connecticut 06880, phone: (203) 319-3600.

Assignor represents that it has the authority to make and enter into this Master United States Trademark Assignment Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Master United States Trademark Assignment Agreement effective as of July 22, 2005.

[The remainder of the page is intentionally left blank]

[Two (2) Signature pages follow]

JOE BOXER COMPANY, LLC

By: [Signature]

Name: William Suedler

Title: CEO/owner

STATE OF ~~CONNECTICUT~~ }

} ss: LOUISIANA

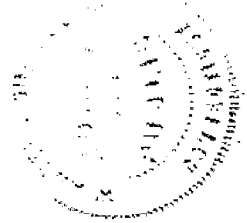
COUNTY OF Fairfield }

Before me, the undersigned, a Notary Public of the State of CONNECTICUT, personally appeared WILLIAM SUEDLER, having been sworn by me according to law did depose and say he was the CEO/owner of JOE BOXER COMPANY, LLC (the "Assignor") and did acknowledge the execution of the foregoing Master United States Trademark Assignment Agreement on behalf of said Assignor.

I HEREBY SET my hand and notarial seal this 22 day of July, 2005.

[Signature]  
Notary

ANGELA GUILDOR  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 4/30/2009



WITNESS:

[Signature]  
Name: MARLENE E O'NEIL  
Title: VP OPERATIONS

WITNESS:

[Signature]  
Name: TEO HARPER  
Title: CONTROLLER





Schedule A

| <u>Mark</u>                  | <u>Reg./App. No.</u> |
|------------------------------|----------------------|
| BED PAJAMAS                  | 2,736,411            |
| CHANGE DAILY                 | 2,566,394            |
| CLEAN FRESH UNDERWEAR        | 2,289,670            |
| FLEECE OFFICER               | 2,895,808            |
| JBXR                         | 2,849,399            |
| JOE BOXER                    | 2,151,915            |
| JOE BOXER                    | 1,984,619            |
| JOE BOXER                    | 1,801,580            |
| JOE BOXER                    | 1,399,568            |
| JOE BOXER                    | 2,060,335            |
| JOE BOXER                    | 2,518,049            |
| JOE BOXER                    | 2,616,307            |
| JOE BOXER                    | 2,488,494            |
| JOE BOXER                    | 2,418,337            |
| JOE BOXER                    | 2,419,648            |
| JOE BOXER                    | 2,967,119            |
| JOE BOXER                    | 2,797,003            |
| JOE BOXER                    | 2,901,817            |
| JOE BOXER                    | 2,901,822            |
| JOE BOXER                    | 2,899,966            |
| JOE BOXER                    | 2,901,803            |
| JOE BOXER                    | 2,901,802            |
| JOE BOXER                    | 2,901,804            |
| JOE BOXER and Design         | 1,585,824            |
| JOE BOXER and Design         | 2,635,912            |
| LICKY LOGO                   | 2,041,783            |
| LICKY LOGO                   | 2,028,591            |
| LICKY LOGO                   | 2,666,784            |
| LICKY LOGO                   | 2,605,095            |
| LICKY LOGO                   | 2,616,306            |
| LICKY LOGO                   | 2,818,357            |
| LICKY LOGO                   | 2,735,699            |
| LICKY LOGO                   | 78/324,571           |
| LICKY LOGO                   | 78/119,355           |
| LICKY LOGO                   | 78/119,359           |
| LICKY LOGO                   | 78/119,305           |
| LICKY LOGO                   | 78/119,372           |
| LICKY AND BOXER SHORT DESIGN | 2,774,852            |
| PERSONAL JANITORS            | 2,734,543            |
| REPUBLIC OF JOE              | 2,625,508            |
| SLURP ICON                   | 2,335,182            |

|   |            |
|---|------------|
| SLURP ICON  | 2,939,837  |
| SNOOZE KIT  | 78/311,160 |
| SWEET DREAMER   | 78/566,457 |
| THE BRAND IS THE AMUSEMENT PARK,<br>THE PRODUCT IS THE SOUVENIR | 2,322,802  |
| UNDERWEAR FOR YOUR BED  | 78/566,448 |
| WINKY LOGO  | 2,832,142  |
| WINKY LOGO  | 78/612,991 |
| WINKY LOGO  | 78/612,944 |