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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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. 40th Street, 6th 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: _____

Name: William Sweedler

Title: CEO/MGR

STATE OF CONNECTICUT }
} ss: WESTPORT
COUNTY OF FAIRFIELD }

Before me, the undersigned, a Notary Public of the State of CONNECTICUT, personally appeared WILLIAM SWEEDLER, having been sworn by me according to law did depose and say he was the CEO/MGR. 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.

_____
Notary

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

WITNESS:

_____

Name: MARLENE O'NEIL

Title: VP OPERATIONS

WITNESS:

_____

Name: TED HALPERIN

Title: CONTROLLER

IP HOLDINGS LLC
By: IP Holdings and Management Corp., Manager
By: _____
Name: WARREN CLAMEN
Title: PRESIDENT

STATE OF New York }
} ss:
COUNTY OF New York }

Before me, the undersigned, a Notary Public of the State of New York, personally appeared Warren Clamen, having been sworn by me according to law did depose and say he was the President of IP HOLDINGS LLC (the "Assignee") and did acknowledge the execution of the foregoing Master United States Trademark Assignment Agreement on behalf of said Assignee.

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

_____
Notary

RALPH D. MOSLEY JR.
Notary Public, State of New York
No. 52-4796827
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires 6/30/07

WITNESS:
_____
Name: David Conn
Title: Executive Vice President

WITNESS:
_____
Name: Rustin Paul
Title: _____

Schedule A

Mark	Reg./App. No.
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, 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