TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IP Holdings LLC		07/22/2005	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
Internal Address:	Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 105

Property Type	Number	Word Mark
Registration Number:	1157373	CANDIE'S
Registration Number:	1217393	CANDIE'S
Registration Number:	1240430	CANDIE'S
Registration Number:	1199658	CANDIE'S
Registration Number:	1154885	CANDIE'S
Registration Number:	1429009	CANDIE'S
Registration Number:	1197875	CANDIE'S
Registration Number:	1354168	C
Registration Number:	2491235	LUCKY STIFF
Registration Number:	2458143	KEEP YOUR COOL
Registration Number:	2474173	BAR HOP
Registration Number:	2424031	TAKE A POWDER
Registration Number:	2427492	MOTION POTION

CH $2640.00 1157373

Registration Number:	2427493	MIST YOU BABY
Registration Number:	1206758	CANDIE'S
Registration Number:	1255032	CANDIE'S
Registration Number:	1447357	CRAYONS
Registration Number:	1385233	CRAYONS
Registration Number:	1423964	CRAYONS
Registration Number:	1291227	CANDIE'S
Registration Number:	2610110	DOWNHILLRAZOR
Registration Number:	2204391	BONGO
Registration Number:	1500609	B BONGO
Registration Number:	1960546	BONGO
Registration Number:	1331004	BONGO
Registration Number:	1974123	BONGO
Registration Number:	1453290	CRAYONS
Registration Number:	2488422	BODY SLIP
Registration Number:	1378107	CANDIE'S
Registration Number:	2494814	CANDIE'S
Registration Number:	2525675	C
Registration Number:	2480934	C
Registration Number:	2522492	LET ME B.
Registration Number:	2594799	ANYWHERE YOU DARE
Registration Number:	2450207	MANE TRAIN
Registration Number:	2575543	BONGO
Registration Number:	2754867	CANDIE'S
Registration Number:	2652693	CANDIE'S STREET
Registration Number:	2867517	BONGO
Registration Number:	2921201	BONGO
Registration Number:	2900356	BONGO
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:	2418337	JOE BOXER
Registration Number:	2151915	JOE BOXER

Registration Number:	2488494	JOE BOXER
Registration Number:	2518049	JOE BOXER
Registration Number:	2616307	JOE BOXER
Registration Number:	2967119	JOE BOXER
Registration Number:	2797003	JOE BOXER
Registration Number:	1399568	JOE BOXER
Registration Number:	1801580	JOE BOXER
Registration Number:	1984619	JOE BOXER
Registration Number:	2060335	JOE BOXER
Registration Number:	2419648	JOE BOXER
Registration Number:	2901817	JOE BOXER
Registration Number:	2901822	JOE BOXER
Registration Number:	2899966	JOE BOXER
Registration Number:	2901804	JOE BOXER
Registration Number:	2901803	JOE BOXER
Registration Number:	2901802	JOE BOXER
Registration Number:	2635912	JOE BOXER
Registration Number:	1585824	JOE BOXER
Registration Number:	2774852	
Registration Number:	2028591	
Registration Number:	2666784	
Registration Number:	2605095	
Registration Number:	2041783	
Registration Number:	2818357	
Registration Number:	2735699	
Registration Number:	2616306	
Registration Number:	2734543	PERSONAL JANITORS
Registration Number:	2625508	REPUBLIC OF JOE
Registration Number:	2939837	
Registration Number:	2335182	
Registration Number:	2322802	THE BRAND IS THE AMUSEMENT PARK. THE PRODUCT IS THE SOUVENIR.
Registration Number:	2832142	
Serial Number:	78533826	CANDIE'S
Serial Number:	78533872	CANDIE'S

Serial Number:	78533788	CANDIE'S
Serial Number:	78533769	CANDIE'S
Serial Number:	78533744	CANDIE'S
Serial Number:	78533811	CANDIE'S
Serial Number:	78533843	CANDIE'S
Serial Number:	78533785	CANDIE'S
Serial Number:	78533752	CANDIE'S
Serial Number:	78533734	CANDIE'S
Serial Number:	78374589	LET ME B.
Serial Number:	76159600	CANDIE'S
Serial Number:	78402901	LET ME B.
Serial Number:	76466451	BONGO
Serial Number:	78258849	CRAYONS
Serial Number:	78324571	
Serial Number:	78119355	
Serial Number:	78119359	
Serial Number:	78119372	
Serial Number:	78119305	
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: (914)723-4301

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 914-723-4300

Email: cshore@LSLLP.com, nsaraco@LSLLP.com, tmefs@LSLLP.com

Correspondent Name: Lackenbach Siegel LLP

Address Line 1: One Chase Road

Address Line 4: Scarsdale, NEW YORK 10598

NAME OF SUBMITTER:	Howard N. Aronson
Signature:	/howard n. aronson/
Date:	08/05/2005

Total Attachments: 14
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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Second Amended and Restated Trademark Security Agreement (this "Agreement") is made between IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 ("Grantor") and Wilmington Trust Company, a Delaware banking corporation having a place of business at Rodney Square North, 1100 North Market Street Wilmington, Delaware 19890 ("Secured Party");

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

WHEREAS, Grantor is obligated to Secured Party under the terms of a certain Second Amended and Restated Indenture, dated as of July 1, 2005, between Grantor and Secured Party (the "Second Amended and Restated Indenture"), which amends and restates in its entirety the Amended and Restated Indenture, dated as of April 1, 2004, between Grantor and Secured Party, which amended and restated in its entirety the Indenture, dated as of August 20, 2002, by and between the Grantor and the Secured Party;

WHEREAS, this Agreement amends and restates in its entirety the Amended and Restated Trademark Security Agreement, dated as of April 1, 2004, by and between the Grantor and the Secured Party, and recorded in the U.S. Patent and Trademark Office on April 9, 2004, at Reel 002944, Frame 0187, which amended and restated in its entirety the Trademark Security Agreement, dated as of August 20, 2002, by and between the Grantor and the Secured Party, and recorded in the U.S. Patent and Trademark Office on August 28, 2002, at Reel 2570, Frame 0745.

NOW THEREFORE, pursuant to the Second Amended and Restated Indenture and in order to induce the Secured Party to enter into the Second Amended and Restated Indenture, Grantor does hereby grant Secured Party a security interest in all Grantor's 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 to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of thereof; and (iv) all rights corresponding to the foregoing throughout the world.

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

Grantor does hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the foregoing security interest in the Trademarks made and granted hereby are more fully set forth in the Second Amended and Restated Indenture, the terms and provisions of which 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 Second Amended and Restated Indenture.

Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee (the "Trustee"), in the exercise of the powers and authority conferred and vested in it under the Second Amended and Restated Indenture, (b) each of the representations, undertakings and agreements herein made on the part of the Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Assets and (c) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee under this Agreement or the other related documents.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Trademark Security Agreement as of July 1, 2005

IP HOLDINGS LLC

By: IP Holdings and Management Corporation,
Its 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 and Management Corporation, the manager of IP Holdings LLC (the "Grantor") and did acknowledge the execution of the foregoing Second Amended and Restated Trademark Security Agreement on behalf of said Grantor.

WITNESS my hand and notarial seal this 22nd day of July, 2005.

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

WILMINGTON TRUST COMPANY
not in its individual capacity, but solely as Trustee

By: _____

Name:

Title:

STATE OF }
} ss:
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of _____, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of _____ (the "Secured Party") and did acknowledge the execution of the foregoing Second Amended and Restated Trademark Security Agreement on behalf of said Secured Party.

WITNESS my hand and notarial seal this ___ day of_____, 2005.

TRADEMARK
REEL: 003135 FRAME: 0691

IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Trademark Security Agreement as of July 1, 2005

IP HOLDINGS LLC

By: IP Holdings and Management Corporation,
Its Manager

By:_____

Name:

Title:

STATE OF }
} ss:
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of _____, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of IP Holdings and Management Corporation, the manager of IP Holdings LLC (the "Grantor") and did acknowledge the execution of the foregoing Second Amended and Restated Trademark Security Agreement on behalf of said Grantor.

WITNESS my hand and notarial seal this _____ day of_____, 2005.

WILMINGTON TRUST COMPANY
not in its individual capacity, but solely as Trustee

By: Tracy M. McLamb

Name: Tracy M. McLamb

Title: Senior Financial Services Officer

STATE OF DELAWARE }
} ss:
COUNTY OF NEW CASTLE

Before me, the undersigned, a Notary Public of the State of DELAWARE, personally appeared Tracy M. McLamb, having been sworn by me according to law did depose and say she was the Sr. FSO of WTC (the "Secured Party") and did acknowledge the execution of the foregoing Second Amended and Restated Trademark Security Agreement on behalf of said Secured Party.

WITNESS my hand and notarial seal this 21 day of July, 2005.

Kimberly E. Faulhaber

[SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

KIMBERLY ELIZABETH FAULHABER
Notary Public - State of Delaware
My Comm. Expires April 9, 2007

Schedule A

Trademarks and Applications and Registrations Therefor

Please see the Attached.

TRADEMARK
REEL: 003135 FRAME: 0693

Registered Owner: IP HOLDINGS LLC

Country	Mark	Classes	App. # App. Dt	Reg. # Reg. Dt
United States	CANDIE'S	24	78533826 12/16/2004	
United States	CANDIE'S	27	78533872 12/16/2004	
United States	CANDIE'S	20	78533788 12/16/2004	
United States	CANDIE'S	11	78533769 12/16/2004	
United States	CANDIE'S	4	78533744 12/16/2004	
United States	CANDIE'S	21	78533811 12/16/2004	
United States	CANDIE'S	25	78533843 12/16/2004	
United States	CANDIE'S	16	78533785 12/16/2004	
United States	CANDIE'S	9	78533752 12/16/2004	
United States	CANDIE'S	3	78533734 12/16/2004	
United States	CANDIE'S	25	73155005 1/11/1978	1157373 6/9/1981
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	25	73306783 4/21/1981	1199658 6/29/1982
United States	CANDIE'S (STYLIZED)	18, 25	73206403 3/7/1979	1154885 5/19/1981
United States	CANDIE'S	7, 9, 11, 20	73554188 8/19/1985	1429009 2/17/1987
United States	CANDIE'S	16	73312796 6/1/1981	1197875 6/15/1982
United States	C (STYLIZED)	25	73379150 8/9/1992	1354168 8/13/1985
United States	LUCKY STIFF	3	75677061 4/7/1999	2491235 9/18/2001
United States	KEEP YOUR COOL	3	75677063 4/7/1999	2458143 6/5/2001

United States	BAR HOP	3	75676811 4/7/1999	2474173 7/31/2001
United States	TAKE A POWDER	3	75677065 4/7/1999	2424031 1/23/2001
United States	MOTION POTION	3	75676706 4/7/1999	2427492 2/6/2001
United States	MIST YOU BABY	3	75676809 4/7/1999	2427493 2/6/2001
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	CRAYONS	11	73632531 11/26/1986	1447357 7/14/1987
United States	CRAYONS	18	73479871 5/10/1984	1385233 3/4/1986
United States	CRAYONS	25	73479870 5/10/1984	1423964 1/6/1987
United States	CANDIE'S	25	73423155 4/25/1983	1291227 8/21/1994
United States	DOWNHILL RAZOR	3	75676704 4/7/1999	2610110 8/20/2002
United States	BONGO	18	75217000 12/23/1996	2204391 11/17/1998
United States	B BONGO & DESIGN	25	73696818 11/23/1987	1500609 8/16/1988
United States	BONGO	18	74684172 6/5/1995	1960546 3/5/1996
United States	BONGO	25	73488887 7/9/1984	1331004 4/16/1985
United States	BONGO	25	74507927 4/1/1994	1974123 5/14/1996
United States	CRAYONS	25	73632527 11/26/1986	1453290 8/18/1987
United States	BODY SLIP	3	75676810 4/7/1999	2488422 9/11/2001
United States	CANDIE'S	18	73541329 6/4/1985	1378107 1/14/1986
United States	LET ME B.	3, 9, 14, 18	78374589 2/26/2004	
United States	CANDIE'S (STYLIZED)	9	76159600 11/6/2000	
United States	CANDIE'S	14	75704302 5/13/1999	2494814 10/2/2001
United States	C & DESIGN	14	75699118 5/6/1999	2525675 1/1/2002

TRADEMARK
REEL: 003135 FRAME: 0695

United States	C & DESIGN	3, 9, 18, 25	75980656 5/6/1999	2480934 8/21/2001
United States	LET ME B.	25	76244172 4/23/2001	2522492 12/25/2001
United States	LET ME B.	25	78402901 4/16/2004	
United States	ANYWHERE YOU DARE	3	75711558 5/21/1999	2594799 7/16/2002
United States	MANE TRAIN	3	75852027 11/18/1999	2450207 5/8/2001
United States	BONGO	3	76466451 11/13/2002	
United States	BONGO	9	76140442 10/5/2000	2575543 6/4/2002
United States	CANDIE'S (BLOCK)	35	76067132 6/8/2000	2754867 8/26/2003
United States	CANDIE'S STREET & DESIGN	25	76301264 8/16/2001	2652693 11/19/2002
United States	CRAYONS	25	78258849 6/5/2003	
United States	BONGO	25	76466456 11/13/2002	2867517 7/27/2004
United States	BONGO	14	76466450 11/13/2002	2921201 1/25/2005
United States	BONGO	9	76466459 11/13/2002	2900356 11/2/2004

JOE BOXER - US TM Registrations/Applications

Mark: BED PAJAMAS

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
9	United States	Joe Boxer Company, LLC	76/445,348	2,736,411	Registered	024	bed sheets and pillow cases

Mark: CHANGE DAILY

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
10	United States	Joe Boxer Company, LLC	75/621,951	2,566,394	Registered	025	clothing, namely, boxer shorts, underwear, pajamas, nightgowns, robes, shirts, pants, shorts, bras, camisoles and tank tops

Mark: CLEAN FRESH UNDERWEAR

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
12	United States	Joe Boxer Company, LLC	75/235,062	2,289,670	Registered	025	clothing, namely, underwear

Mark: FLEECE OFFICER

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
491	United States	Joe Boxer Company, LLC	78/316,551	2895808	Registered	024	blankets

Mark: JBXR

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
18	United States	Joe Boxer Company, LLC	78/157,800	2,849,399	Registered	025	clothing, namely, shirts, sweatshirts, t-shirts, vests, jackets, coats, pants, jeans, sweatpants, shorts, boxer shorts, underwear, loungewear, hats, headbands, visors, caps, neckties; footwear, namely, sneakers, boots, sandals and slippers

Mark: JOE BOXER

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
27	United States	Joe Boxer Company, LLC	75/673,039	2,418,337	Registered	025	shoes
28	United States	Joe Boxer Company, LLC	75/188,888	2,151,915	Registered	018	luggage, athletic bags and travel bags
26	United States	Joe Boxer Company, LLC	75/696,137	2,488,494	Registered	035	retail store services, featuring clothing, footwear, sunglasses, and home furnishings

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TRADEMARK
REEL: 003135 FRAME: 0697

25	United States	Joe Boxer Company, LLC	75/673,408	2,518,049	Registered	09	sunglasses, optical frames and telephones
24	United States	Joe Boxer Company, LLC	75/868,196	2,616,307	Registered	011	electric nightlights
513	United States	Joe Boxer Company, LLC	78/431,190	2967119	Registered	028	inflatable swimming pools, swim boards, swim fins, inflatable sports balls, swim floats and swimming aids for recreational use, namely, pool rings and arm bands
20	United States	Joe Boxer Company, LLC	76/445,916	2,797,003	Registered	03	perfumes, fragrances and colognes
35	United States	Joe Boxer Company, LLC	73/562,051	1,399,568	Registered	025	men's and women's clothing, namely, boxer shorts, underwear, pajamas, nightshirts, robes, shirts, jackets and pants
33	United States	Joe Boxer Company, LLC	74/219,186	1,801,580	Registered	024	bed sheets, pillow cases, bed spreads, pillow shams, draperies, curtains, duvets, towels and fabric shower curtains
32	United States	Joe Boxer Company, LLC	74/553,989	1,984,619	Registered	014	watches
30	United States	Joe Boxer Company, LLC	74/652,798	2,060,335	Registered	042	computer services, namely, providing on-line facilities via a global computer network for interaction with other computer users concerning topics of general interest
560	United States	Joe Boxer Company, LLC	75/504,741	2,419,648	Registered	21, 27	toothbrush holders, tumblers, lotion pumps, waste baskets, tissue box covers in class 21. rugs in class 27
496	United States	Joe Boxer Company, LLC	78/325,580	2,901,817	Registered	009	cordless telephones, telephone answering machines and telephone equipment, namely, caller identification boxes; portable cd players
497	United States	Joe Boxer Company, LLC	78/325,891	2,901,822	Registered	012	automobile seat covers and floor mats
498	United States	Joe Boxer Company, LLC	78/326,002	2,899,966	Registered	011	lamps
494	United States	Joe Boxer Company, LLC	78/324,515	2,901,804	Registered	016	notebooks, notepads, file folders, book covers, binders, pencils, pencil holders, pens, erasers, push pins, desk sets, desk top organizers, desk trays, paper staplers, memo pads, calendars, date books, address books, stickers, decals, paper party decorations, gift wrapping paper, photograph albums, paper napkins, paper bags
493	United States	Joe Boxer Company, LLC	78/324,497	2,901,803	Registered	014	jewelry, namely, earrings, bracelets, anklets, necklaces, rings, toe rings and pendants
492	United States	Joe Boxer Company, LLC	78/324,483	2,901,802	Registered	021	plates, bowls, cups, saucers, mugs, creamers, sugar bowls, cookie jars, vases, salt and pepper shakers

Mark: JOE BOXER AND BREAD BAG DESIGN

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
37	United States	Joe Boxer Company, LLC	75/742,660	2,635,912	Registered	025	clothing, namely, boxer shorts and underwear

TRADEMARK
REEL: 003135 FRAME: 0698

Mark: JOE BOXER AND DESIGN

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
39	United States	Joe Boxer Company, LLC	73/815,854	1,585,824	Registered	025	clothing, namely, boxer shorts and underwear

Mark: LICKY AND BOXER SHORT DESIGN

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
85	United States	Joe Boxer Company, LLC	76/420,544	2,774,852	Registered	025	clothing, namely, boxer shorts and underwear

Mark: LICKY LOGO

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
495	United States	Joe Boxer Company, LLC	78/324,571		Pending Application	016	notebooks, notepads, file folders, book covers, binders, pencils, pencil holders, pens, erasers, push pins, desk sets, desk top organizers, desk trays, paper staplers, memo pads, calendars, date books, address books, stickers, decals, paper party decorations, gift wrapping paper, photograph albums, paper napkins, paper bags
82	United States	Joe Boxer Company, LLC	75/021,762	2,028,591	Registered	014	watches
76	United States	Joe Boxer Company, LLC	78/119,355		Pending Application	018	backpacks, athletic bags, fanny packs, travel bags, handbags, umbrellas, key cases, pocketbooks, purses, suitcases, brief cases, toiletry cases sold empty, tote bags, wallets, pet collars and leashes, diaper bags
77	United States	Joe Boxer Company, LLC	78/119,359		Pending Application	020	furniture, namely, chairs, storage units, shelves, headboards, stools, high chairs, ottomans, benches, desks, chests, filing cabinets, dressers, vanities, storage boxes, hat racks, coat racks, night stands, magazine stands, cribs, cradles, picture frames, bulletin boards, baskets, toy boxes, mirrors, crib mattresses, pillows and cushions, booster seats, work benches, bumper pads, mirrors, curtain rods, blinds, hooks, dog beds
[illegible]	United States	Joe Boxer Company, LLC	75/683,874	2,666,784	Registered	009	sunglasses and optical frames
[illegible]	United States	Joe Boxer Company, LLC	75/504,735	2,605,095	Registered	018, 024, 027	toothbrush holders, tumblers, lotion pumps, waste baskets, tissue box covers
							bed sheets, pillow cases, bed spreads, pillow shams, draperies, curtains, duvets, towels and shower curtains
							rugs

TRADEMARK
REEL: 003135 FRAME: 0699

81	United States	Joe Boxer Company, LLC	75/021,719	2,041,783	Registered	025	clothing, namely, boxer shorts, underwear, pajamas, nightshirts, robes, shirts, jackets and pants
75	United States	Joe Boxer Company, LLC	78/119,365	2,818,357	Registered	021	plates, bowls, cups, saucers, platters, mugs, sugar and creamer, salt and pepper shakers, beverage glasses, goblets, soap dishes, soap holders, waste baskets, napkin holders, paper cups and paper platers, cookie and candy jars, vases, trivets, coffee pots and tea pots not of precious metal, lawn sprinklers
72	United States	Joe Boxer Company, LLC	78/119,372		Pending Application	028	baby and children's multiple activity toys, bath tub toys, water squirting toys, yo-yo's, kites, baby swings, kangaroo hop balls, musical toys, games, namely, dominoes, dartboards and darts, bowling balls and pins, christmas tree ornaments, toy clocks, toy stuffed animals, jigsaw puzzles, manipulative puzzles and foam puzzles, toy mobiles, marbles, inflatable play swimming pools and pool toys, inflatable inner tubes for acquatic recreational use
73	United States	Joe Boxer Company, LLC	78/119,305		Pending Application	003, 011, 014	perfumes, soaps, shampoos; cosmetics, namely, foundation make-up, mascara, eye shadow, eye liner, eye definer, lip liner, lip tints, eyebrow pencils, face powder, moisturizer; hair conditioners; hair waving lotions; personal deodorants; non-medicated massage oil and lotions; bath additives, namely, bath oils, bath salts, milk bath, shower gels, body shampoos and bubble bath, not for medical purposes; shaving cream, shaving lotion; shaving balm; shaving gel; after-shave; cologne; essential oils for personal use; nail polish indoor lighting fixtures, namely, lamps and lamp shades jewelry, namely, earrings, pins, pendants, bracelets, ankets and necklaces
74	United States	Joe Boxer Company, LLC	78/119,367	2,735,699	Registered	025	shirts, sweaters, pullovers, pants, jeans, overalls, t-shirts, tank tops, vests, dresses, skirts, jackets, underwear, sleepwear, loungewear, rainwear, beachwear, swimwear, bathing suits, warm-up suits, jogging suits, sweatpants, socks, gloves, mittens, hats, caps, headwear, leggings, bras, bra tops, bra top camisoles, leotards, teddies; footwear, namely, slippers, thongs, sneakers, sandals

Mark: LICKY LOGO (WITHOUT CIRCLE)

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
86	United States	Joe Boxer Company, LLC	75/868,195	2,616,306	Registered	011	electric nightlights

TRADEMARK
REEL: 003135 FRAME: 0700

Mark: PERSONAL JANITORS

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
58	United States	Joe Boxer Company, LLC	76/445,349	2,734,543	Registered	024	dish cloths

Mark: REPUBLIC OF JOE

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
60	United States	Joe Boxer Company, LLC	75/696,138	2,625,508	Registered	025	clothing, namely, boxer shorts, underwear, pajamas, nightgowns, robes, shirts, pants, shorts, bras, camisoles, tank tops and shoes

Mark: SLURP ICON

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
500	United States	Joe Boxer Company, LLC	78/326,575	2,939,837	Registered	016	notebooks, notepads, file folders, book covers, binders, pencils, pencil holders, pens, erasers, push pins, desk sets, desk top organizers, desk trays, paper staplers, memo pads, calendars, date books, address books, stickers, decals, paper party decorations, gift wrapping paper, photograph albums, paper napkins, paper bags
87	United States	Joe Boxer Company, LLC	75/618,267	2,335,182	Registered	025	clothing, namely, boxer shorts, underwear, pajamas, nighthowns, robes, shirts, pants, shorts, bras, camisoles and tank tops

Mark: SNOOZE KIT

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
489	United States	Joe Boxer Company, LLC	78/311,160		Pending Application	024	bed sheets, pillow cases, comforters, bed spreads, blankets, bed skirts and mattress pads

Mark: SWEET DREAMER

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
52	United States	Joe Boxer Company, LLC	78/566,457		Pending Application	024	bed pillows

Mark: THE BRAND IS THE AMUSEMENT PARK. THE PRODUCT IS THE SOUVENIR

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
62	United States	Joe Boxer Company, LLC	75/355,919	2,322,802	Registered	041	entertainment services, namely, fashion exhibitions and personal appearances by a fashion celebrity

TRADEMARK
REEL: 003135 FRAME: 0701

Mark: UNDERWEAR FOR YOUR BED

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
530	United States	Joe Boxer Company, LLC	78/566,448		Pending Application	024	bed sheets and pillow cases

Mark: Winky Logo

ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
552	United States	Joe Boxer Company, LLC	78/612,991		Pending Application	020	swimming goggles, masks and ear plugs
551	United States	Joe Boxer Company, LLC	78/612,944		Pending Application	020	folding chairs
337	United States	Joe Boxer Company, LLC	78/259,932	2,832,142	Registered	025	clothing, namely, shirts, sweaters, pullovers, pants, jeans, overalls, t-shirts, tank tops, vests, dresses, skirts, jackets, underwear, sleepwear, loungewear, rainwear, beachwear, swimwear, bathing suits, warm-up suits, jogging suits, sweatpants, socks, gloves, mittens, hats, caps, headwear, leggings, bras, bra tops, bra top camisoles, leotards, teddies; footwear, namely, slippers, thongs, sneakers, sandals

RECORDED: 08/05/2005

TRADEMARK
REEL: 003135 FRAME: 0702