

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICONIX BRAND GROUP, INC.		08/26/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IP HOLDINGS LLC		
Street Address:	103 FOULK ROAD		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2646314	MANE SQUEEZE	
Registration Number:	2673113	WHAT THE GEL	
CORRESPONDENCE DATA			
Fax Number:	(914)723-4301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	glandau@lslip.com		
Correspondent Name:	GEOFFREY I. LANDAU		
Address Line 1:	LACKENBACH SIEGEL, LLP		
Address Line 2:	ONE CHASE ROAD		
Address Line 4:	SCARSDALE, NEW YORK 10583		
NAME OF SUBMITTER:	GEOFFREY I. LANDAU		
Signature:	/gil/		
Date:	09/14/2005		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between Candie's, Inc. , now by change of name ICONIX BRAND GROUP, 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 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 court 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.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of August 26, 2005.

ICONIX BRAND GROUP, INC.

By: 
Name: Deborah Sorell Stehr
Title: Secretary

WITNESSES:

By: _____
Name:
Title:

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 she was the _____ of _____ (the "Assignor"), and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

Witness my hand and notarial seal this _____ day of August, 2005.

Notary Public

SCHEDULE A

<u>MARK</u>	<u>CLASS</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MANE SQUEEZE	3	75/820,676	10/12/1999	2,646,314	11/5/2002
WHAT'S THE GEL	3	76/282,920	7/10/2001	2,673,113	1/7/2003