

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mudd, (USA) LLC		07/03/2007	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IP Holdings LLC		
Street Address:	103 FOULK ROAD		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2096191		
CORRESPONDENCE DATA			
Fax Number:	(212)391-0127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cbaker@iconixbrand.com		
Correspondent Name:	Andrew R. Tarshis		
Address Line 1:	1450 Broadway		
Address Line 2:	4th Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	MUDD USA TO IP HOLDINGS		
NAME OF SUBMITTER:	Andrew R. Tarshis		
Signature:	/Andrew R. Tarshis/		
Date:	10/08/2007		

CH \$40.00 2096191

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 3rd day of July, 2007, by and between Mudd, (USA) LLC a Delaware Corporation ("Assignor"), on the one hand, and IP Holdings LLC a Delaware Corporation ("Assignee") on the other hand.

WHEREAS, Assignor is the owner of the trademark and record of owner of the United States trademark registration on the attached Schedule A (Collectively the "Trademark");

WHEREAS, Assignee is desirous of acquiring all of the right, title and interest of Assignor in, to and under the Trademark, together with the goodwill of the business associated with the Trademark; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Trademark together with the goodwill of the business associated with the Trademark; and

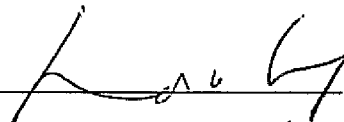
Assignor, does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the Trademark, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives; and

Assignor further authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office to record the Trademark as the property of Assignee; and

Assignor further agrees to execute such further documents as may be required to record Assignee as the owner of the Trademark and registration therefor.

IN WITNESS WHEREOF, this instrument has been executed this 3rd day of July 2007.

Mudd, (USA) LLC.

By: 

Name: CONRAD H. LUNS

Title: PRESIDENT

SCHEDULE A
TRADEMARK

DESIGN - U.S. Trademark Registration Number 2,096,191