

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Studio IP Holdings LLC		12/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc., as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Serial Number:	78729290	STARTER	
Serial Number:	78863589	STARTER	
Serial Number:	78861996	S	
Serial Number:	78861993	S STARTER	
Serial Number:	78729294	S STARTER	
Serial Number:	78537989	TEAM STARTER	
Serial Number:	76590382	S STARTER	
Serial Number:	76620120	STARTER O-FLEX	
Registration Number:	2925661	TEAM STARTER	
Registration Number:	2772525	S STARTER	
Registration Number:	2772523	STARTER	
Registration Number:	2971216	STARTER	
Registration Number:	2948513	STARTER S	
Registration Number:	2851160	STARTER	

OP \$1515.00 78729290

900095503

TRADEMARK  
REEL: 003689 FRAME: 0111

Registration Number:	2847787	S STARTER
Serial Number:	76629137	S STARTER RACING
Serial Number:	76622385	STARTER
Serial Number:	76629136	TEAM STARTER
Registration Number:	2553956	STARTER
Registration Number:	2553955	S
Registration Number:	2772524	S
Registration Number:	2851159	S
Registration Number:	2247531	S STARTER
Registration Number:	2105473	S STARTER
Registration Number:	2134015	S STARTER
Registration Number:	2070084	S STARTER
Registration Number:	2556281	S STARTER
Registration Number:	2041401	STARTER
Registration Number:	1896998	STARTER
Registration Number:	3036990	S STARTER
Registration Number:	1508324	STARTER
Registration Number:	1175308	STARTER
Registration Number:	1478788	STARTER S
Registration Number:	1210630	S
Registration Number:	1614937	S
Registration Number:	2948512	S
Registration Number:	2989907	STARTER
Serial Number:	78729649	S
Registration Number:	2179091	S STARTER
Serial Number:	78377285	STAR-SAFE
Registration Number:	2612692	LOOK FOR THE STAR
Registration Number:	2576582	LOOK FOR THE STAR
Registration Number:	2691476	DRI-STAR
Serial Number:	78861987	DRI-STAR
Serial Number:	76535535	STAR-GUARD
Serial Number:	78779134	STORM-STAR
Serial Number:	76620076	
Serial Number:	76557650	STAR FLEX
Registration Number:	3002455	STAR FLEX

Registration Number:	1486195	GALT SAND
Serial Number:	76636898	EARN YOUR SPOT
Registration Number:	2977850	
Registration Number:	2960844	THERMA-STAR
Serial Number:	78381177	STARTER LEGENDS
Serial Number:	77289949	S
Serial Number:	77289960	S STARTER
Serial Number:	77288814	STARTER
Registration Number:	2553954	S STARTER
Registration Number:	2949394	A S
Registration Number:	3018828	RUGGED TERRAIN STARTER

#### CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7976  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/2022
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/03/2008

#### Total Attachments: 7

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 15, 2007 is made by Studio IP Holdings LLC, a Delaware limited liability company, located at 103 Foulk Road, Suite 200, Wilmington, DE 19803 (the "Obligor"), in favor of Lehman Commercial Paper Inc., a New York corporation, located at 745 Seventh Avenue, New York, NY 10019, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 30, 2007 (as amended and restated on May 2, 2007, and as thereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Iconix Brand Group, Inc., a Delaware corporation and parent of Obligor (the "Borrower"), the Lenders, the Agent, and Lehman Brothers Inc., as advisor, sole lead arranger and sole book manager.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of the Obligor's Intellectual Property, including all of the Obligor's Trademarks; and

WHEREAS, the Obligor has duly authorized the execution and delivery of, and the performance of all of its obligations under, this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Obligor's Trademarks (including,

without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

**SECTION 5. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the dates written below.

STUDIO IP HOLDINGS LLC

By: STUDIO HOLDINGS AND MANAGEMENT CORPORATION,  
its sole member and manager

By: 

Name: Warren Clamen

Title: President

Date:

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

Date:

without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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STUDIO IP HOLDINGS LLC

By: STUDIO HOLDINGS AND MANAGEMENT CORPORATION,  
its sole member and manager

By: \_\_\_\_\_  
Name: Warren Clamen  
Title: President  
Date:

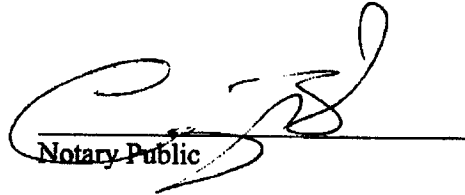
LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: RITAM BHALLA  
Title: Authorized Signatory  
Date:

ACKNOWLEDGMENT OF OBLIGOR

STATE OF                    )  
                                  ) ss  
COUNTY OF                )

On the 13 day of December, 2007, before me personally came Warren Clamen, who is personally known to me to be the President of Studio Holdings and Management Corporation, a Delaware corporation, who, being duly sworn, did depose and say that she/he is the President in such corporation, the sole member and manager of Studio IP Holdings LLC, the Delaware limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of Studio Holdings and Management Corporation; and that she/he acknowledged said instrument to be the free act and deed of Studio IP Holdings LLC.

  
Notary Public

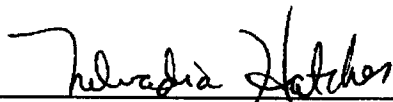
(PLACE STAMP AND SEAL ABOVE)

**CORY BAKER**  
Notary Public, State of New York  
No. 02BA6100355  
Qualified in New York County  
Commission Expires October 14, 2011

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK     )  
                                  ) ss  
COUNTY OF NEW YORK    )

On the 12 day of December, 2007, before me personally came  
RITAM BHALLA, who is personally known to me to be the Authorized Signatory of  
Lehman Commercial Paper, Inc., a New York corporation; who, being duly sworn, did depose  
and say that she/he is the Authorized Signatory in such corporation, the corporation  
described in and which executed the foregoing instrument; that she/he executed and delivered  
said instrument pursuant to authority given by the Board of Directors of such corporation; and  
that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public **MELVADIA HATCHER**  
Notary Public, State of New York  
Registration # 01HA6082085  
Qualified in Kings County  
Commission Expires October 21, 2010

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Title</b>	<b>App./Reg. No.</b>
STARTER	78/729,290
STARTER	78/863,589
S AND DESIGN	78/861,996
S STARTER AND DESIGN	78/861,993
S STARTER AND DESIGN	78/729,294
TEAM STARTER	78/537,989
S STARTER AND DESIGN	76/590,382
STARTER O-FLEX	76/620,120
TEAM STARTER	2,925,661
S STARTER AND DESIGN	2,772,525
STARTER	2,772,523
STARTER	2,971,216
STARTER S AND DESIGN	2,948,513
STARTER	2,851,160
S STARTER AND DESIGN	2,847,787
S STARTER RACING AND DESIGN	76/629,137
STARTER	76/622,385
TEAM STARTER	76/629,136
STARTER	2,553,956
S AND DESIGN	2,553,955
S AND DESIGN	2,772,524
S AND DESIGN	2,851,159
S STARTER AND DESIGN	2,247,531
S STARTER AND DESIGN	2,105,473
S STARTER AND DESIGN	2,134,015
S STARTER AND DESIGN	2,070,084
S STARTER AND DESIGN	2,556,281
STARTER	2,041,401
STARTER	1,896,998
S STARTER AND DESIGN	3,036,990
STARTER	1,508,324
STARTER	1,175,308
STARTER S AND DESIGN	1,478,788
S AND DESIGN	1,210,630
S AND DESIGN	1,614,937
S AND DESIGN	2,948,512
STARTER	2,989,907
STARTER DESIGN	78/729,649
STARTER DESIGN	2,179,091
STAR-SAFE	78/377,285
LOOK FOR THE STAR	2,612,692

<b>Title</b>	<b>App./Reg. No.</b>
LOOK FOR THE STAR	2,576,582
DRI-STAR	2,691,476
DRI-STAR	78/861,987
STAR-GUARD	76/535,535
STORM-STAR	78/779,134
DESIGN	76/620,076
STAR FLEX	76/557,650
STAR FLEX	3,002,455
GALT SAND DESIGN	1,486,195
EARN YOUR SPOT	76/636,898
LOGO DESIGN	2,977,850
THERMA-STAR	2,960,844
STARTER LEGENDS	78/381,177
S AND DESIGN	77/289,949
S STARTER AND DESIGN	77/289,960
STARTER	77/288,814
S STARTER AND DESIGN	2,553,954
A S AND DESIGN	2,949,394
RUGGED TERRAIN STARTER AND DESIGN	3,018,828