

TO: ICONIX BRAND GROUP, INC. COMPANY: 1450 BROADWAY

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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**01/27/2009**  
**900125570**

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entry Type</b>
Letsure Merchandising Corp.		01/12/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IP Holdings LLC		
<b>Street Address:</b>	103 Fouk Road		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19803		
<b>Entry Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	775048-12	LONDON TOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)391-2057		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	astarshie@iconixbrand.com		
<b>Correspondent Name:</b>	Iconix Brand Group, Inc.		
<b>Address Line 1:</b>	1450 Broadway		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>		Andrew R. Tarsis	
<b>Signature:</b>		/astarshie/	
<b>Date:</b>		01/27/2009	
<b>Total Attachments: 1</b> source=London Towne Assignment#page1.tif			

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made this 12<sup>th</sup> day of January 2009, by and between Leisure Merchandising Corp., a Delaware Corporation ("Assignor"), on the one hand, and IP Holdings LLC, a Delaware Limited Liability Company ("Assignee") on the other hand.

**WHEREAS**, Assignor is the owner of the trademark and record of owner of the United States trademark Serial No. 77564612 (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 therefore.

**IN WITNESS WHEREOF**, this instrument has been executed this 12<sup>th</sup> day of January 2009.

Leisure Merchandising Corp.

By: *Cliff Ensky*  
For ~~IP~~ Leisure Merchandising Corp.

Name: Cliff Ensky

Title: Pres. & CEO