

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Retail Finance II, LLC AS AGENT		10/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Frederick's of Hollywood Group Inc.		
Street Address:	1115 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1605698	CINEJOUR	
Registration Number:	2428946	M·T·B MEANT TO BE	
Registration Number:	1190788	MOVIE STAR	
Registration Number:	1190785	SWEET-TOPS	
Registration Number:	2546914	STARDUST	
Registration Number:	2582551	COMFY COZY	
Registration Number:	1704269	HEATHER NICOLE	
Registration Number:	1209847	CINEMA ETOILE	
Registration Number:	1303849	PAM UNDIES	
Registration Number:	2977356	NIGHT MANEUVERS	
Registration Number:	2039454	NIGHT MAGIC	
Registration Number:	0345102	CUDDL'FORM	
Registration Number:	3309506	CINEMA STUDIO	
Registration Number:	3373701	KNICKERS BY CINEMA ETOILE	

OP \$590.00 1605698

Registration Number:	1499666	STARRY NITES
Registration Number:	3489101	THE BOUDOIR COLLECTION
Registration Number:	2228727	SEDUCTIVE WEAR BY CINEMA ETOILE
Registration Number:	2228739	SEDUCTIVE WEAR
Registration Number:	3701373	SLEEPWEAR.4.NAPPIN' & YAPPIN'
Registration Number:	3710385	CAMIETTE
Registration Number:	3711640	WORLD'S BIGGEST SLEEP SHIRT
Registration Number:	3716764	DEMISOLE
Registration Number:	0690969	MOVIE STAR

CORRESPONDENCE DATA

Fax Number: (212)292-5391
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2122925390
Email: mail@ipcounselors.com
Correspondent Name: Jason Drangel
Address Line 1: 60 East 42nd Street
Address Line 2: Suite 2410
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	2081-14
NAME OF SUBMITTER:	Jason M. Drangel
Signature:	/jason m. drangel/
Date:	10/29/2010

Total Attachments: 11
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CONSENT AGREEMENT

This CONSENT AGREEMENT (this "Agreement") is entered into as of October 27, 2010, by and among Frederick's of Hollywood Group Inc., a New York corporation ("Group"), FOH Holdings, Inc., a Delaware corporation (the "Parent"), Frederick's of Hollywood, Inc., a Delaware corporation ("Frederick's"), Frederick's of Hollywood Stores, Inc., a Nevada corporation ("Stores"), Hollywood Mail Order, LLC, a Nevada limited liability company ("Mail Order") and collectively with Group, the Parent, Frederick's and Stores, each individually, a "Borrower", and collectively, the "Borrowers") and Wells Fargo Retail Finance II, LLC, a Delaware limited liability company, in its capacity as Lender and as arranger and agent for the Lenders (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders and the Agent are parties to that certain Amended and Restated Financing Agreement, dated as of January 28, 2008, as amended by that certain First Amendment to Amended and Restated Financing Agreement, dated as of September 9, 2008, as further amended by that certain Second Amendment to Amended and Restated Financing Agreement, dated as of September 21, 2009, as further amended by that certain Third Amendment to Amended and Restated Financing Agreement, dated as of October 23, 2009, and as further amended by that certain Fourth Amendment to Amended and Restated Financing Agreement, dated as of July 30, 2010 (as so amended, the "Financing Agreement");

WHEREAS, Group and Dolce Vita Intimates LLC, a New York limited liability company ("Dolce") have entered into that certain Asset Purchase Agreement, dated as of October 27, 2010 and as attached hereto as Exhibit A (the "Purchase Agreement");

WHEREAS, Borrowers have requested that Agent and the Lenders agree to the sale of the Purchased Assets from Group to Dolce pursuant to the Purchase Agreement; and

WHEREAS, Agent and the Lenders have agreed to consent to the sale of the Purchased Assets, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, the Lenders and the Borrowers agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms have the meanings given to them in the Financing Agreement.

(a) "Agreement Effective Date" means as defined in Section 3.

- (b) “Purchased Assets” means as defined in the Purchase Agreement as of the date hereof.
- (c) “Released Assets” means as defined in Section 2.
- (d) “Released Person” means as defined in Section 10.

2. Consent; Release and Application. Notwithstanding Section 7.02 of the Financing Agreement (which, among other things prevents the Loan Parties from selling all or any part of their business, including any units or divisions, without the prior written consent of the Required Lenders), in reliance upon the representations and warranties made by the Borrowers as set forth in Section 4 and subject to the prior satisfaction of the conditions to effectiveness set forth in Section 3, the Agent and the Lenders hereby (i) consent to the sale of the Purchased Assets pursuant to and under the terms of the Purchase Agreement and acknowledge that such sale will not constitute an Event of Default under the Financing Agreement, and (ii) release from the Security Agreement (and the liens created thereby) the Purchased Assets, including the intellectual property and other assets identified in Schedule 1 attached hereto, and from the Pledge Agreement the certificate representing 100 shares of Class A Common Shares of Cinejour Lingerie, Inc. (collectively, the “Released Assets”); provided that immediately upon the sale of the Purchased Assets, the Borrowers shall prepay the outstanding principal of the Revolving Loans in an amount equal to one hundred percent (100%) of the proceeds received by the Borrowers or any Loan Party in connection with the sale of the Purchased Assets. Such prepayment shall not permanently reduce the Revolving Credit Commitment nor shall it be subject to any prepayment premium or fee. The parties hereto hereby acknowledge and agree that the consent and release provided herein is a limited consent and release and shall not constitute a consent, release or waiver to any other agreement or matter or a consent, release or waiver of any other provision of the Financing Agreement, the Loan Documents or the Collateral.

3. Conditions to Effectiveness of this Agreement. This Agreement shall become effective upon the satisfaction (or waiver by the Agent) of each of the following conditions (the first date on which said conditions have been so satisfied (or so waived), the “Agreement Effective Date”):

- (a) The Borrowers, the Lenders and Agent shall have executed and delivered this Agreement;
 - (b) The representations and warranties set forth in Section 4 hereof shall be true and correct (and the Borrowers hereby certify, by their respective signatures below that each of the following are true and correct) as of the date hereof and as of the Agreement Effective Date;
 - (c) No Default or Event of Default shall exist after giving effect to this Agreement;
- and

(d) The Borrowers shall have paid all reasonable fees, costs and expenses of the Agent and the Lenders in connection with this Agreement, including, without limitation, the fees and expenses of Proskauer Rose LLP.

4. Representations and Warranties. In order to induce the Agent and the Lenders to execute this Agreement, the Borrowers hereby represent, warrant and covenant to the Agent and the Lenders that as of the date hereof and as of the Agreement Effective Date (which representations, warranties and covenants shall survive execution and delivery of this Agreement):

(a) the Borrowers are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of formation;

(b) the Borrowers have the power and authority to execute, deliver and perform their obligations under this Agreement;

(c) the execution, delivery and performance by the Borrowers of this Agreement has been duly authorized by all necessary action and does not and will not require any registration with, consent or approval of, notice to or action by, any other Person;

(d) this Agreement constitutes the legal, valid and binding obligation of the Borrowers, enforceable against the Borrowers in accordance with its terms;

(e) no Default or Event of Default exists; and

(f) by its signature below, each of the Borrowers agrees that it shall constitute an immediate Event of Default if any representation or warranty made in this Section 4 is untrue or incorrect in any material respect on and as of the Agreement Effective Date, in each case after giving effect to this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrowers and their successors and permitted assigns, and the Lenders and the Agent and their successors and permitted assigns.

6. Further Assurance of Borrowers. The Borrowers hereby agree from time to time, as and when requested by the Agent, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as the Agent may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Agreement.

7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

8. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9. Reaffirmation. Each Borrower hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto). Each Borrower hereby acknowledges that, except as expressly modified herein, each of the Loan Documents and the Collateral, remains in full force and effect and is hereby ratified and reaffirmed.

10. Release. Each Borrower hereby acknowledges that: (a) it has no defenses, claims or set-offs to the enforcement by the Agent or the Lenders of the liabilities, obligations and agreements of the Borrowers under the Financing Agreement, the Security Agreements or other Loan Documents on the date hereof; and (b) to its knowledge, the Agent and the Lenders have fully performed all undertakings and obligations owed to it as of the date hereof. In consideration of the Agent and the Lenders entering into this Agreement, each Borrower hereby irrevocably releases and forever discharges the Agent, the Lenders and their respective Affiliates, and each such Person's respective directors, officers, employees, agents, attorneys and representatives (each, a "Released Person") of and from all damages, losses, claims, demands, liabilities, obligations, actions or causes of action whatsoever which such Borrower may now have or claim to have against any Released Person for or because of any matter or thing done, omitted or suffered to be done or omitted by any of the Released Persons prior to and including the date hereof and on account of or in any way concerning, arising out of or founded upon the Financing Agreement, the Security Agreements or any other Loan Document, whether presently known or unknown and of every nature and extent whatsoever. This Section 10 shall survive the termination of the Financing Agreement, the Security Agreements and payment in full of the Obligations thereunder.

11. Further Assurance of Agent. If requested by Borrowers (and at the Borrowers' sole cost and expense), the Agent (on behalf of the Secured Parties) will file amendments to the Uniform Commercial Code Financing Statements and other instruments filed by Agent pursuant to the Security Agreement to release the Released Assets therefrom.

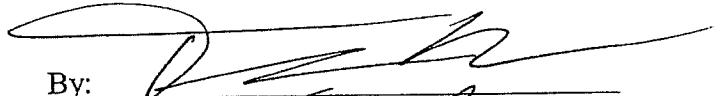
12. Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed, shall be deemed an original and all said counterparts when taken together shall be deemed to constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

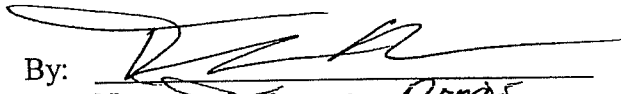
IN WITNESS WHEREOF, this Consent Agreement has been duly executed as of the date first written above.

BORROWERS:

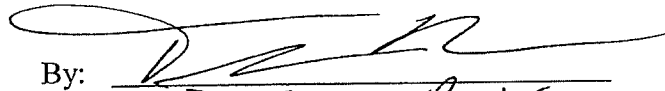
FREDERICK'S OF HOLLYWOOD GROUP INC.

By: 
Name: THOMAS RENDE
Title: CFO

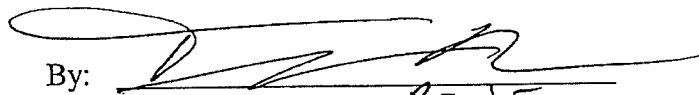
FOH HOLDINGS, INC.

By: 
Name: THOMAS RENDE
Title: CFO

FREDERICK'S OF HOLLYWOOD, INC.

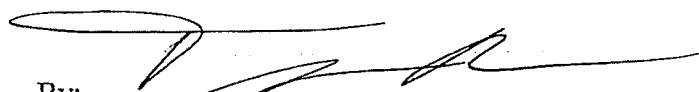
By: 
Name: THOMAS RENDE
Title: CFO

FREDERICK'S OF HOLLYWOOD STORES, INC.

By: 
Name: THOMAS RENDE
Title: CFO

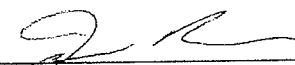
HOLLYWOOD MAIL ORDER, LLC

By: FOH Holdings, Inc., its Manager

By: 
Name: THOMAS RENDE
Title: CFO

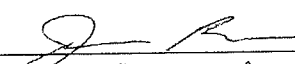
AGENT

WELLS FARGO RETAIL FINANCE II, LLC



By: 
Name: Joseph Burt
Title: Director




LENDER

WELLS FARGO RETAIL FINANCE II, LLC

By: 
Name: Joseph Burt
Title: Director

Schedule 1 to Consent Agreement

Registration Number	Trademark	Expires	Class	First Use	Goods/Services	Owner	Status
1,605,698	United States Trademarks Cinejour	7/10/2020	25	Sep-89	LADIES' AND CHILDREN'S DAY WEAR, NAMELY PANTIES, PETTICOATS, CAMISOLES, SLIPS, HALF SLIPS, TEDDIES, TANK TOPS, TAP PANTS, LOUNGEWEAR, NAMELY ROBES, SWEAT SUITS, SWEAT SHIRTS, DUSTERS, T-SHIRTS, LOUNGING PAJAMAS, ROMPERS, PLAY SUITS, JUMPSUITS, SHIRTS, COVER UPS, SLEEPWEAR, NAMELY GOWNS, PAJAMAS, DORM SHIRTS, BABY DOLLS, CHEMISES, TEDDIES	Frederick's of Hollywood Group Inc.	Next renewal due by 7/10/2020
2,428,946	M. T. B. Meant to Be [and Design] 	2/13/2011	25	Mar-00	CLOTHING, NAMELY, LOUNGEWEAR, AND SLEEPWEAR	Frederick's of Hollywood Group Inc.	Next renewal due by 2/13/11
1,190,788	Movie Star	2/23/2012	25	Sep-79	LOUNGEWEAR	Frederick's of Hollywood Group Inc.	Next renewal due by 2/23/12
1,190,785	Sweet-Tops (Stylized) 	2/23/2012	25	Apr-80	SLEEPWEAR AND LOUNGEWEAR-NAMELY, LOUNGING ROBES, NIGHT GOWNS AND PAJAMAS	Frederick's of Hollywood Group Inc.	Next renewal due by 2/23/12
2,546,914	Stardust	3/12/2012	25	Nov-42	LADIES' APPAREL, NAMELY, BRASSIERES, PANTIES, PETTICOATS, GIRDLES, GARTERS, GARTER BELTS, CAMISOLES, SLIPS, HALF SLIPS, TEDDIES, TANK TOPS, TAP PANTS, LOUNGEWEAR, ROBES, SWEAT SUITS, SWEAT SHIRTS, DUSTERS, T-SHIRTS, LOUNGING PAJAMAS, ROMPERS, PLAY SUITS, JUMP SUITS, PATIO SHIRTS, COVER UPS, SLEEPWEAR, GOWNS, PAJAMAS, DORM SHIRTS, NIGHT SHIRTS, BABY DOLL PAJAMAS, CHEMISES, AND NEGLIGEEES	Frederick's of Hollywood Group Inc.	Next renewal due by 3/12/12
2,582,551	Comfy Cozy	6/18/2012	25	Feb-02	SLEEPWEAR	Frederick's of Hollywood Group Inc.	Next renewal due by 6/18/12

Registration Number	Trademark	Expires	Class	First Use	Goods/Services	Owner	Status
1,704,269	United States Trademarks Heather Nicole	7/28/2012	25	Aug-91	LADIES' AND CHILDREN'S DAY WEAR; NAMELY, PANTIES, PETTICOATS, CAMISOLES, SLIPS, HALF SLIPS, TEDDIES, TANK TOPS, TAP PANTS, LOUNGEWEAR; NAMELY, ROBES, SWEAT SUITS, SWEAT SHIRTS, DUSTERS, T-SHIRTS, LOUNGING PAJAMAS, ROMPERS, PLAY SUITS, JUMPSUITS, PATIO SHIRTS, COVER UPS, SLEEPWEAR; NAMELY, GOWNS, PAJAMAS, DORM SHIRTS, BABY DOLLS, CHEMISES, TEDDIES	Frederick's of Hollywood Group Inc.	Next renewal due by 7/28/12
1,303,847	Cinema Etoile (Stylized) 	9/21/2012	25	Jul-81	WOMEN'S CLOTHING-NAMELY, LINGERIE, NIGHTGOWNS, AND UNDERWEAR	Frederick's of Hollywood Group Inc.	Next renewal due by 9/21/2012
1,303,849	Pam Undies (Stylized) 	11/6/2014	25	Jan-56	WOMEN'S UNDERWEAR AND SLEEPWEAR	Frederick's of Hollywood Group Inc.	Next renewal due by 11/6/2014
2,977,356	Night Maneuvers	7/26/2015	25	Jan-04	WOMEN'S SLEEPWEAR, PAJAMAS, NIGHTGOWNS, NIGHT SHIRTS, DORM SHIRTS, ROBES, BABYDOLLS, CHEMISES, NEGLIGEEES, AND SEDUCTIVE WEAR, NAMELY, THONGS, GARTER BELTS, GARTERS, TEDDIES, BRASSIERES, BRALETTES, PANTIES, BUSTIERS, BABYDOLL-SHORT NIGHTSETS, AND TWO PIECE SHORT PAJAMA SETS	Frederick's of Hollywood Group Inc.	Next renewal due by 7/26/2015
2,039,454	Night Magic	2/18/2017	25	Jul-96	LADIES' DAY WEAR, NAMELY, PANTIES, PETTICOATS, CAMISOLES, SLIPS, HALF SLIPS, TEDDIES, TANK TOPS, TAP PANTS; LOUNGEWEAR, NAMELY, ROBES, SWEAT SUITS, SWEAT SHIRTS, DUSTERS, T-SHIRTS, LOUNGING PAJAMAS, ROMPERS, PLAY SUITS, JUMP SUITS, PATIOSHIRTS, COVER UPS; SLEEPWEAR, NAMELY, GOWNS, PAJAMAS, DORM SHIRTS, BABY DOLLS, CHEMISES, TEDDIES	Frederick's of Hollywood Group Inc.	Next renewal due by 2/18/2017
345,102	Cuddl' Form (Stylized) 	4/13/2017	25	Nov-36	Slips	Frederick's of Hollywood Group Inc.	Next renewal due by 4/13/2017

Registration Number	Trademark	Expires	Class	First Use	Goods/Services	Owner	Status
	United States Trademarks						
3,309,506	Cinema Studio	10/9/2017	25	Jan-07	WOMEN'S SLEEPWEAR, PAJAMAS, NIGHTGOWNS, NIGHT SHIRTS, DORM SHIRTS, ROBES, BABYDOLL PAJAMAS, CHEMISES, NEGLIGENCE, AND SEDUCTIVE WEAR, NAMELY, THONGS, GARTER BELTS, GARTERS, TEDDIES, BRASSIERES, BRALETTES IN THE NATURE OF BRASSIERES OF SMALLER DESIGN, PANTIES, BUSTIERS, BABYDOLL PAJAMA SETS COMPRISED OF TOPS AND PANTIES, AND TWO PIECE PAJAMA SETS COMPRISED OF TOPS AND SHORTS	Frederick's of Hollywood Group Inc.	Next renewal due by 10/9/2017
3,373,701	Knickers by Cinema Etoile	1/22/2018	25	Sep-07	Panties	Frederick's of Hollywood Group Inc.	Next renewal due by 1/22/2018
1,499,666	Starry Nites	8/9/2018	25	Feb-86	LADIES SLEEPWEAR, NAMELY NIGHTSHIRTS, BABY DOLLS, PAJAMAS, TEDDIES, PANTIES, NIGHTGOWNS, AND ROBES	Frederick's of Hollywood Group Inc.	Next renewal due by 8/9/2018
3,489,101	The Boudoir Collection	8/19/2018	25	Apr-04	WOMEN'S SLEEPWEAR, PAJAMAS, NIGHTGOWNS, NIGHT SHIRTS, DORM SHIRTS, ROBES, BABYDOLLS, CHEMISES, NEGLIGENCE, AND SEDUCTIVE WEAR, NAMELY, THONGS, GARTER BELTS, GARTERS, TEDDIES, BRASSIERES, BRALETTES, PANTIES, BUSTIERS, BABYDOLL-SHORT NIGHTSETS, AND TWO PIECE SHORT PAJAMA SETS	Frederick's of Hollywood Group Inc.	Next renewal due by 8/19/2018
2,228,727	Seductive wear by Cinema Etoile	3/2/2019	25	Jun-95	WEARING APPAREL, NAMELY, LOUNGEWEAR, SLEEPWEAR, GARTERS AND GARTER BELTS	Frederick's of Hollywood Group Inc.	Next renewal due by 3/2/2019
2,228,739	Seductive Wear	3/2/2019	25	Jun-95	WEARING APPAREL, NAMELY, LOUNGEWEAR, SLEEPWEAR, GARTERS AND GARTER BELTS	Frederick's of Hollywood Group Inc.	Next renewal due by 3/2/2019
3,701,373	Sleepwear 4 Nappin' & Yappin	10/27/2019	25	Jan-95	Shorts, T-shirts, Sweatshirts, Sweatpants and Jackets	Frederick's of Hollywood Group Inc.	Next renewal due by 10/27/2019
3,710,385	Carniette	11/10/2019	25	Jun-09	Ladies' bras, bralettes, camisoles	Frederick's of Hollywood Group Inc.	Next renewal due by 11/10/2019
3,711,640	World's Biggest Sleep Shirt	11/17/2009	25	Jan-95	Shorts, T-shirts, Sweatshirts, Sweatpants and Jackets	Frederick's of Hollywood Group Inc.	Next renewal due by 11/17/10

<u>Registration Number</u>	<u>Trademark</u>	<u>Expires</u>	<u>Class</u>	<u>First Use</u>	<u>Goods/Services</u>	<u>Owner</u>	<u>Status</u>
	United States Trademarks						
3,716,764	Demisole	11/24/2019	25	Jun-09	Ladies' bras, bralettes, camisoles	Frederick's of Hollywood Group Inc.	Next renewal due by 11/24/2019
690,969	Movie Star	1/5/2020	25	Apr-37	UNDERGARMENTS, SLEEPWEAR, AND LINGERIE	Frederick's of Hollywood Group Inc.	Next renewal due by 1/5/2020
	Commonwealth of Puerto Rico						
13,801	Movie Star	6/10/2016	25	Jun-66	UNDERGARMENTS SLEEPWEAR & LINGERIE	Movie Star, Inc.	Next renewal due by 6/10/2016
	International Trademarks						
1,265,919	Movie Star (France)	3/19/2014	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 3/19/2014
243,927	Movie Star (Mexico)	8/10/2014	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 8/10/2014
3,242,887	Movie Star (Japan)	12/25/2016	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 12/25/2016
B 792,537	Movie Star (Great Britain)	6/24/2018	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 6/24/2018
19,600,224	Movie Star (Hong Kong)	11/2/2018	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 11/2/2018

Exhibit A to Consent Agreement