

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
FREDERICK'S OF HOLLYWOOD GROUP INC.		10/27/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	DOLCE VITA INTIMATES, LLC		
Street Address:	1000 First Street		
City:	Harrison		
State/Country:	NEW JERSEY		
Postal Code:	07029		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1209847	CINEMA ETOILE	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 292-5390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 East 42nd Street, Suite 2410		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	2081-515		
NAME OF SUBMITTER:	Dermot M. Sheridan		
Signature:	/dermot m. sheridan/		

Date:

09/28/2012

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of October 27, 2010, by Frederick's of Hollywood Group Inc. (hereinafter, "Assignor"), and Dolce Vita Intimates LLC (hereinafter, "Assignee").

RECITALS

A. Reference is made to that certain Asset Purchase Agreement, dated as of October 27, 2010 (the "Asset Purchase Agreement"), by and between Assignee as Purchaser, and Assignor as Seller.

B. The terms defined in the Asset Purchase Agreement and not otherwise defined herein shall have the meanings given them in the Asset Purchase Agreement.

C. Pursuant to such Asset Purchase Agreement, Assignor hereby desires to convey to Assignee all of Assignor's right, title, and interest in and to registered and unregistered trademarks, service marks, the corporate name of Assignor, trade names, trade dress, logos, packaging design, slogans and internet domain names and registrations and applications for registration of any of the foregoing, listed in **Schedule A** hereto (hereinafter, the "Marks").

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest, worldwide, in, to, and under the Marks and the goodwill of the business symbolized by the Marks, registrations or applications thereon, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by Assignee for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable activity or conduct after the Closing Date, including without limitation, all worldwide rights to the aforesaid Marks, the goodwill of the business symbolized by the Marks and the right to sue and recover damages for past, present, or future infringements thereof, if any, and to stand in the place of Assignor in all matters related thereto.

Assignor represents and warrants to the Assignee that Assignor is the owner of the Marks and that it has the right to transfer such Marks and that it has not entered into any contract or made any commitment that will or may impair the Assignee's rights hereunder, or assigned any right in the Marks other than the assignment hereunder.

Assignor agrees: (a) to execute, acknowledge, and deliver to the Assignee any and all further instruments and assurances reasonably necessary or expedient throughout the world in order for Assignee, its successors and assigns to apply for, register, obtain, maintain, issue,

enforce, record and assign the Marks; (b) to cooperate with Assignee in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) to perform all other affirmative acts which in Assignee's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the Marks. The rights assigned hereby may be assigned by the Assignee at any time hereafter.

This ASSIGNMENT OF TRADEMARKS may be executed by facsimile signature in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Assignor hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor hereby grants to both Assignee and the law firm of Hahn & Hessen LLP of New York, New York (and any other law firm designated by Hahn & Hessen LLP), authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the Marks for purposes of recordation in the United States Patent and Trademark Office or any similar or comparable office or officials of any foreign country.


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IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT OF TRADEMARKS to be executed as of the day and year first above written.

**FREDERICK'S OF HOLLYWOOD GROUP
INC.**


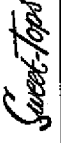
By: 
Name: *Thomas Rende*
Title: *CEO*




DOLCE VITA INTIMATES LLC

By: 
Name: *JACK THEKKERAKAL*
Title: *managing member*

SCHEDULE A

1. Registered Trademarks

Registration Number	Trademark	Expires	Class	First Use	Goods/Services	Owner	Status
1,605,698	United States Trademarks Citefour	7/10/2020	25	Sep-89	LADIES' AND CHILDRENS 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

1,704,259	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
1,209,847	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 Maestros	7/26/2015	25	Jan-04	WOMEN'S SLEEPWEAR, PAJAMAS, NIGHTGOWNS, NIGHT SHIRTS, DORM SHIRTS, ROBES, BABYDOLLS, CHEMISES, NEGLIGEE, 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	Cuddly Form (Stylized) 	4/13/2017	25	Nov-36	Slips	Frederick's of Hollywood Group Inc.	Next renewal due by 4/13/2017

3,309,506	Cinema Studio	10/9/2017	25	Jan-07	WOMEN'S SLEEPWEAR, PAJAMAS, NIGHTGOWNS, NIGHT SHIRTS, DORM SHIRTS, ROBES, BABYDOLL PAJAMAS, CHEMISES, NEGLIGEEES, 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, 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 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	Camiette	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
3,716,764	Demisofo	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

13,801	Commonwealth of Puerto Rico	6/10/2016	25	Jun-66	UNDERGARMENTS SLEEPWEAR & LINGERIE	Movie Star, Inc.	Next renewal due by 6/10/2016
1,265,919	International Trademarks	3/19/2014	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 3/19/2014
243,927	Movie Star (France)	8/10/2014	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 8/10/2014
3,242,887	Movie Star (Mexico)	12/25/2016	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 12/25/2016
B 792,537	Movie Star (Japan)	6/24/2018	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 6/24/2018
19,600,224	Movie Star (Great Britain)	11/2/2018	International 25		Lingerie, Loungewear, Sleepwear	Movie Star, Inc.	Next renewal due by 11/2/2018
	Movie Star (Hong Kong)						

2. Unregistered Trademarks: "Cool Around the Clock"