

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sharper Image Holdings and Management Corp.		11/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Iconix Brand Group, Inc
Street Address:	1450 Broadway, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	85730620	SHARPER IMAGE
Serial Number:	85672403	SHARPER IMAGE
Serial Number:	85672414	SHARPER IMAGE
Serial Number:	85548359	THE SHARPER IMAGE
Serial Number:	85548429	THE SHARPER IMAGE
Serial Number:	85525759	THE SHARPER IMAGE
Serial Number:	85163515	SHARPER LIVING
Serial Number:	85009119	THE SHARPER IMAGE
Serial Number:	77317210	THE SHARPER IMAGE
Serial Number:	77976523	THE SHARPER IMAGE
Serial Number:	77189523	THE SHARPER IMAGE
Serial Number:	77082621	
Serial Number:	78593746	IBEAM
Serial Number:	78375692	SHARPERIMAGE.COM

TRADEMARK

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Serial Number:	78375684	THE SHARPER IMAGE
Serial Number:	78289909	SHARPERIMAGE.COM
Serial Number:	78195046	SOUND SOOTHER
Serial Number:	78162617	SHARPER IMAGE
Serial Number:	76424939	SHARPER IMAGE
Serial Number:	75505673	IONIC BREEZE
Serial Number:	75373491	TURBO-GROOMER
Serial Number:	74463622	AUTO-DRIVE
Serial Number:	74069903	THE SHARPER IMAGE
Serial Number:	74059573	THE SHARPER IMAGE
Serial Number:	74019215	SOUND SOOTHER
Serial Number:	73634556	THE SHARPER IMAGE
Serial Number:	73583206	THE SHARPER IMAGE
Serial Number:	73182118	THE SHARPER IMAGE
Serial Number:	77149524	GP
Serial Number:	78964074	
Serial Number:	78859252	ICEFLOW
Serial Number:	78743892	FRESHERLONGER
Serial Number:	78694284	OXYGENFRESH
Serial Number:	78678652	SHARPER IMAGE OFFICE
Serial Number:	78666615	ISOOTHER
Serial Number:	78623938	OZONEGUARD
Serial Number:	78597097	ZIPCONNECT
Serial Number:	78593753	IFRAME
Serial Number:	78593758	ISPHERE
Serial Number:	78593761	ITOWER
Serial Number:	78374591	SHARPER IMAGE OUTLET
Serial Number:	78341536	"BRIGHT AS DAY!" DAYLIGHT SPECTRUM LAMP
Serial Number:	78976631	INVENTED HERE.
Serial Number:	76424591	SHARPER IMAGE DESIGN
Serial Number:	76269728	ENERGY SAVER
Serial Number:	74667650	TRAVEL COMPANION

CORRESPONDENCE DATA

Fax Number: 2123548113

TRADEMARK
REEL: 004908 FRAME: 0937

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Email: iprecordations@whitecase.com
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ATTORNEY DOCKET NUMBER:	1179234-0012
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	11/29/2012

Total Attachments: 10

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CONFIRMATION OF TRADEMARK ASSIGNMENT

THIS CONFIRMATION OF ASSIGNMENT OF TRADEMARKS, dated as of November 29, 2012 (this "Assignment"), is made by Sharper Image Holdings and Management Corp., a Delaware corporation ("Assignor"), having a place of business at 1450 Broadway, 3rd Floor, New York, NY 10018, in favor of Iconix Brand Group, Inc., a Delaware corporation ("Assignee"), having a place of business at 1450 Broadway, 3rd Floor, New York, New York 10018. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Assignment Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor owns the entire right, title and interest in, to and under the registered trademarks and trademark applications listed on Schedule A (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Assignment of IP and License Agreements, dated as of November 29, 2012 (the "Assignment Agreement"), and incorporated herein by reference, pursuant to which Assignor has assigned certain assets to Assignee, including the Marks listed on Schedule A attached hereto, on the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby confirms that it has sold, granted, conveyed, assigned, and set over unto Assignee, its successors, legal representatives, and assigns, on an exclusive basis all of its right, title and interest in and to the Marks set forth in Schedule A attached hereto and made apart hereof, including the goodwill of the businesses with which the Marks are associated, and to all of the assets, properties, contracts, rights and obligations relating thereto, including without limitation, any renewals and/or extensions thereof, for all territories of the world in perpetuity, and further including all income, royalties, and damages now and hereafter due and/or payable to Assignee, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world. The parties agree that the terms and conditions of this Assignment, including this Section 1, are more fully set forth in the Assignment Agreement, the terms and conditions which are incorporated herein.

2. Assignor hereby authorizes and requests the Register of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, with respect to the Marks in accordance with the terms of this instrument.

3. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend,

register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Marks, including all documents necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

5. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

**SHARPER IMAGE HOLDINGS AND
MANAGEMENT CORP.,**
as Assignor

By: 

Name: Warren Clamen

Title: President and Treasurer

ICONIX BRAND GROUP, INC.,
as Assignee

By: _____

Name: Andrew Tarshis

Title: Executive Vice President and
General Counsel

Signature Page to Confirmation of Assignment of US Trademarks between
Sharper Image HM and Iconix

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

**SHARPER IMAGE HOLDINGS AND
MANAGEMENT CORP.,**
as Assignor

By: _____
Name: Warren Clamen
Title: President and Treasurer

ICONIX BRAND GROUP, INC.,
as Assignee

By: Andrew R. Tarshis
Name: Andrew Tarshis
Title: Executive Vice President and
General Counsel

SCHEDULE A

Registered Trademarks and Trademark Applications

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
U.S.	SHARPER IMAGE	Sharper Image Holdings and Management Corp.	9/17/2012	85730620	N/A	N/A	Pending	21
U.S.	SHARPER IMAGE	Sharper Image Holdings and Management Corp.	7/10/2012	85672403	N/A	N/A	PENDING	3
U.S.	SHARPER IMAGE	Sharper Image Holdings and Management Corp.	7/10/2012	85672414	N/A	N/A	PENDING	9
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	2/21/2012	85548359	N/A	N/A	Pending	28
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	2/21/2012	85548429	N/A	N/A	Allowed	20
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	1/26/2012	85525759	N/A	N/A	Allowed	9
U.S.	SHARPER LIVING	Sharper Image Holdings and Management Corp.	10/28/2010	85163515	1/24/2012	4092052	Registered	35
U.S.	THE SHARPER IMAGE	Sharper Image Holdings	4/8/2010	85009119	4/26/2011	3950166	Registered	35

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		and Management Corp.						
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	10/30/2007	77317210	9/28/2010	3854174	Registered	02, 09, 16
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	5/24/2007	77976523	3/10/2009	3588871	Registered	18
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	5/24/2007	77189523	12/7/2010	3886596	Registered	25
U.S.	MISC. DESIGN (Black Half Oval/Red Bands)	Sharper Image Holdings and Management Corp.	1/13/2007	77082621	11/20/2007	3338343	Registered	28
U.S.	iBEAM	Sharper Image Holdings and Management Corp.	3/23/2005	78593746	7/10/2007	3262414	Registered	9
U.S.	SHARPERIMAGE.COM	Sharper Image Holdings and Management Corp.	2/27/2004	78375692	3/28/2006	3074460	Registered	16
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	2/27/2004	78375684	8/15/2006	3130633	Registered	16
U.S.	SHARPERIMAGE.COM	Sharper Image Holdings and Management Corp.	8/20/2003	78289909	3/1/2005	2928740	Registered	16, 35
U.S.	SOUND SOOTHER	Sharper Image Holdings	12/16/2002	78195046	12/16/2003	2794855	Registered	9

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		and Management Corp.						
U.S.	SHARPER IMAGE	Sharper Image Holdings and Management Corp.	9/10/2002	78162617	12/30/2003	2801489	Registered	16, 35
U.S.	SHARPER IMAGE	Sharper Image Holdings and Management Corp.	6/26/2002	76424939	12/30/2003	2801157	Registered	06, 07, 09, 11, 12, 18, 20
U.S.	IONIC BREEZE	Sharper Image Holdings and Management Corp.	6/19/1998	75505673	9/5/2000	2383876	Registered	11
U.S.	TURBO-GROOMER	Sharper Image Holdings and Management Corp.	10/15/1997	75373491	6/20/2000	2360586	Registered	8
U.S.	AUTO-DRIVE	Sharper Image Holdings and Management Corp.	11/29/1993	74463622	11/15/1994	1862537	Registered	20
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	6/18/1990	74069903	5/28/1991	1645994	Registered	16
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Management Corp.	5/17/1990	74059573	5/28/1991	1646417	Registered	42
U.S.	SOUND SOOTHER	Sharper Image Holdings and Management Corp.	1/16/1990	74019215	10/30/1990	1619646	Registered	9
U.S.	THE SHARPER IMAGE	Sharper Image Holdings	2/18/1986	73634556	5/24/1988	1489485	Registered	28

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		and Managem nt Corp.						
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Managem nt Corp.	2/18/1986	73583206	8/2/1988	1498543	Registered	14
U.S.	THE SHARPER IMAGE	Sharper Image Holdings and Managem nt Corp.	8/14/1978	73182118	9/29/1981	1171695	Registered	42
U.S.	GP	Sharper Image Holdings and Managem nt Corp.	4/5/2007	77149524	6/24/2008	3452122	Registered	11
U.S.	MISC. DESIGN (iTower design)	Sharper Image Holdings and Managem nt Corp.	8/30/2006	78964074	4/29/2008	3421056	Registered	9
U.S.	ICEFLOW	Sharper Image Holdings and Managem nt Corp.	4/11/2006	78859252	11/6/2007	3332440	Registered	11
U.S.	FRESHERLONGER	Sharper Image Holdings and Managem nt Corp.	10/31/2005	78743892	8/7/2007	3277544	Registered	21
U.S.	OXYGENFRESH	Sharper Image Holdings and Managem nt Corp.	8/17/2005	78694284	7/24/2007	3269797	Registered	11
U.S.	SHARPER IMAGE OFFICE	Sharper Image Holdings and Managem nt Corp.	7/26/2005	78678652	4/29/2008	3420037	Registered	20
U.S.	ISOOTHER	Sharper Image Holdings	7/8/2005	78666615	1/2/2007	3191660	Registered	9

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		and Managem nt Corp.						
U.S.	OZONEGUARD	Sharper Image Holdings and Managem nt Corp.	5/5/2005	78623938	10/16/2007	3313676	Registered	11
U.S.	ZIPCONNECT (and arrow design)	Sharper Image Holdings and Managem nt Corp.	3/29/2005	78597097	1/16/2007	3199634	Registered	9
U.S.	IFRAME	Sharper Image Holdings and Managem nt Corp.	3/23/2005	78593753	11/14/2006	3172386	Registered	9
U.S.	ISPHERE	Sharper Image Holdings and Managem nt Corp.	3/23/2005	78593758	11/14/2006	3172387	Registered	9
U.S.	ITOWER	Sharper Image Holdings and Managem nt Corp.	3/23/2005	78593761	11/14/2006	3172388	Registered	9
U.S.	SHARPER IMAGE OUTLET	Sharper Image Holdings and Managem nt Corp.	2/26/2004	78374591	7/17/2007	3265687	Registered	35
U.S.	"BRIGHT AS DAY!" DAYLIGHT SPECTRUM LAMP and Design	Sharper Image Holdings and Managem nt Corp.	12/16/200 3	78341536	3/13/2007	3218556	Registered	11
U.S.	INVENTED HERE, and Design	Sharper Image Holdings and Managem nt Corp.	11/10/200 3	78976631	11/28/2006	3178658	Registered	07, 08, 09, 11, 14, 21
U.S.	SHARPER IMAGE DESIGN	Sharper Image Holdings	6/26/2002	76424591	1/6/2004	2803361	Registered	08, 09, 11, 12, 14, 20,

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		and Managem nt Corp.						21
U.S.	ENERGY SAVER and Design	Sharper Image Holdings and Managem nt Corp.	6/11/2001	76269728	4/15/2003	2707773	Registered	11
U.S.	TRAVEL COMPANION	Sharper Image Holdings and Managem nt Corp.	4/27/1995	74667650	6/17/1997	2072379	Registered	09, 11, 14