

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
Barclays Bank PLC, as Administrative Agent			11/29/2012
			Entity Type
			Public Limited Company: UNITED KINGDOM
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: 2			
Property Type	Number	Word Mark	
Serial Number:	76270566	CANDIE'S SWIM	
Serial Number:	85002924	CRY.BABY.	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent and Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:		1179234-0012	
NAME OF SUBMITTER:		Andrew Fessak	

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Signature:	/Andrew Fessak/
Date:	11/29/2012
Total Attachments: 4 source=IX.C.06 - US - Iconix Brand Group Inc, Barclays#page1.tif source=IX.C.06 - US - Iconix Brand Group Inc, Barclays#page2.tif source=IX.C.06 - US - Iconix Brand Group Inc, Barclays#page3.tif source=IX.C.06 - US - Iconix Brand Group Inc, Barclays#page4.tif	

TRADEMARK SECURITY INTEREST RELEASE

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release"), effective as of November 29, 2012, is granted by Barclays Bank PLC, as Administrative Agent, a United Kingdom Public Limited Company ("Grantee"), having a place of business at 1 Churchill Place, London, E14 5HP, England, to Iconix Brand Group, Inc., a Delaware corporation, having a place of business at 1450 Broadway, 3 Floor, New York, NY 10018, ("Grantor"), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Revolving Credit Agreement, dated as of November 22, 2011 (as amended, restated, modified and/or supplemented through the date hereof, the "Credit Agreement"), among Iconix Brand Group, Inc., a Delaware corporation, the several lenders from time to time parties thereto, Barclays Capital, Goldman Sachs Bank USA and GE Capital Markets, Inc., as joint lead arrangers and bookrunners, Goldman Sachs Bank USA and GE Capital Markets, Inc., as syndication agents, Barclays Bank PLC, as documentation agent, and Barclays Bank PLC, as administrative agent, Grantor has heretofore granted to the Grantee a security interest in (i) all of the Grantor's right, title and interest in, to and under the Trademarks, including without limitation the United States trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, the "Trademark Collateral"), which security interest was recorded at Reel 4667, Frames 0182; 0163, 0202, 0449, 0582, 0467 in the United States Patent and Trademark Office; and

WHEREAS, the Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to Grantor and to dissolve any and all security interests, liens and encumbrances on or relating to the Trademark Collateral.

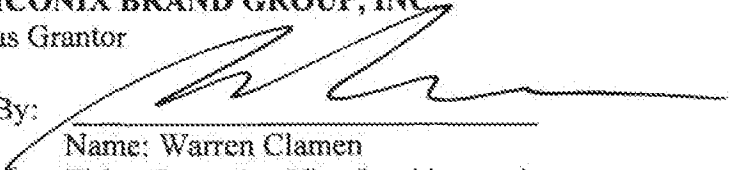
NOW, THEREFORE, for good and valuable consideration, Grantee hereby releases, discharges, quit claims and relinquishes unto Grantor its security interest in and lien on any and all right, title and interest in the Trademark Collateral and does hereby assign to Grantor any right, title, and interest in the Trademark Collateral that Grantee may possess. All capitalized terms used but not defined in this Release shall have the meanings ascribed to them in the Credit Agreement.

IN TESTIMONY WHEREOF, the parties have caused this Release to be duly executed by its duly authorized officer on the date set forth above.

BARCLAYS BANK PLC,
as Grantee

By: _____
Name:
Title:

ICONIX BRAND GROUP, INC
as Grantor

By: 
Name: Warren Clamen
Title: Executive Vice President and
Chief Financial Officer

IN TESTIMONY WHEREOF, the parties have caused this Release to be duly executed by its duly authorized officer on the date set forth above.

BARCLAYS BANK PLC,
as Grantee

By: _____

Name:

Title: **RITAM SHALLA**
DIRECTOR

ICONIX BRAND GROUP, INC.,
as Grantor

By: _____

Name: Warren Clamen

Title: Executive Vice President and
Chief Financial Officer

SCHEDULE A

Trademarks and Trademark Applications

Owner	Trademark	Application No.	Registration No.
Iconix Brand Group, Inc.	CANDIE'S SWIM	76270566	3060576
Iconix Brand Group, Inc.	CRY.BABY.	85002924	3967612