

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frederick's of Hollywood Group, Inc.		06/11/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	ABG-Frederick's of Hollywood, LLC		
Street Address:	100 West 33rd Street, Suite 1007		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1585795	REAL SHAPES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	legaldept@authenticbrandsgroup.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	100 West 33rd Street, Suite 1007		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	FOH		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
SIGNATURE:	/Bridgette Fitzpatrick/		
DATE SIGNED:	07/02/2015		
Total Attachments: 5			
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OP \$40.00 1585795

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”) is made this 11th day of June, 2015, by and between Frederick’s of Hollywood Group, Inc., a New York limited liability company (“Assignor”), and ABG-Frederick’s of Hollywood, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes hereinafter collectively referred to as the “Parties,” or individually as a “Party.”

WITNESSETH:

WHEREAS, Assignor and certain of its affiliates are debtors and debtors in possession in Chapter 11 bankruptcy cases, which are being jointly administered under In re Frederick’s of Hollywood, Inc., Case No. 15-10836(KG), pending before the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Assignee is a subsidiary of Authentic Brands Group, LLC formed to consummate the transactions in that certain Asset Purchase Agreement dated as of April 13, 2015 (as amended the “Asset Purchase Agreement”) with the Assignor;

WHEREAS, the Asset Purchase Agreement was approved by the Bankruptcy Court on June 3, 2015 [Docket No. 248];

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, assign, convey, transfer and deliver to Assignee, all of Assignor’s right, title and interest, free and clear of all Encumbrances (as defined in the Asset Purchase Agreement) in and to the trademarks, service marks, trade names, social media sites, slogans, logos, trade dress, uniform resource identifiers, rights in design, brand names, and other similar designations of source or origin set forth on Schedule 1 hereto, together with all goodwill of the business developed through the use of such trademarks, registrations and applications related to the foregoing (the “Assigned Trademarks”).

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

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee (i) all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks; (ii) all claims, causes of action and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Assigned Trademarks; and (iii) all other rights of any kind whatsoever of Assignor or any of its affiliates accruing under or pertaining to any of the foregoing. The foregoing assignment includes the exclusive rights to (a) apply for and maintain all registrations and renewals of the Assigned Trademarks, (b) bring actions or otherwise recover for infringements, dilutions or other violations thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, dilutions and other violations of the Assigned Trademarks, and (c) file documents reflecting changes of corporate name or form.

2. Acknowledgement. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks and the related rights set forth in Section 1 of this Assignment.

3. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to effectuate, perfect, register, confirm and/or record the assignment granted herein with any applicable government entity.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns.


5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and to be entirely performed herein. In the event of any controversy or claim arising out of or relating to this Assignment of the breach or alleged breach hereof, each of the Parties hereto irrevocably (i) submits to the exclusive jurisdiction of the Bankruptcy Court, (ii) waives any objection which it may have at any time to the laying of venue of any action or proceeding brought in the Bankruptcy Court; (iii) waives any claim that such action or proceeding has been brought in an inconvenient forum, and (iv) agrees that service of process or of any other papers upon such party by registered mail at the address to which notices are required to be sent to such party under Section 13.13 of the Asset Purchase Agreement shall be deemed good, proper and effective service upon such party. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OF THE TRANSACTIONS CONTEMPLATED HEREBY.

6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party has received a counterpart signed by the other Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.


Frederick's of Hollywood Group, Inc.

By 
Name: William J. Sweeney
Title: CEO

[Signature Page to Trademark Assignment (Frederick's of Hollywood Group, Inc.)]

TRADEMARK
REEL: 005567 FRAME: 0610

ABG-Frederick's of Hollywood, LLC

By: 

Name: JAMES SAUTER

Title: CHAIRMAN & CEO

SCHEDULE 1

TRADEMARK	COUNTRY	INT. CLASSES	APPLICATION NO.	REGISTRATION NO.	TRADEMARK STATUS
REAL SHAPES	United States of America	25	73807394	1585795	Registered