TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| , | Execution Date | Entity Type |
|---|----------------|--|
| | 103/30/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| | | 1103/30/2007 |

RECEIVING PARTY DATA

| Name: | Lehman Commerical Paper Inc., as Administrative Agent | |
|-----------------|---|--|
| Street Address: | 745 Seventh Avenue | |
| City: | New York | |
| State/Country: | NEW YORK | |
| Postal Code: | 10019 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 67

| Property Type | Number | Word Mark |
|----------------------|----------|--------------|
| Registration Number: | 1250445 | DANCE FRANCE |
| Registration Number: | 1297710 | DANCE FRANCE |
| Registration Number: | 2017878 | DANSKIN |
| Registration Number: | 0859730 | DANSKIN |
| Registration Number: | 0772356 | DANSKIN |
| Serial Number: | 78443676 | DANSKIN NOW |
| Serial Number: | 78443678 | DANSKIN NOW |
| Serial Number: | 78443680 | DANSKIN NOW |
| Serial Number: | 78444368 | DANSKIN NOW |
| Registration Number: | 3088609 | DANSKIN NOW |
| Registration Number: | 2994891 | DANSKIN NOW |
| Serial Number: | 78443683 | DANSKIN NOW |
| Registration Number: | 3088610 | DANSKIN NOW |
| | | |

TRADEMARK "REEL: 003526 FRAME: 0098

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| Registration Number: | 2052400 | DANSKIN PLUS | |
|----------------------|----------|--------------|--|
| Registration Number: | 1210609 | DANSKIN | |
| Registration Number: | 1194476 | DANSKIN | |
| Registration Number: | 1313524 | FREESTYLE | |
| Serial Number: | 78443701 | | |
| Serial Number: | 78443702 | | |
| Serial Number: | 78443704 | | |
| Serial Number: | 78443707 | | |
| Registration Number: | 3101838 | | |
| Registration Number: | 2992283 | | |
| Serial Number: | 78443712 | | |
| Registration Number: | 3154882 | | |
| Registration Number: | 1248430 | | |
| Serial Number: | 78443691 | NOW | |
| Serial Number: | 78443692 | NOW | |
| Serial Number: | 78443694 | NOW | |
| Serial Number: | 78443695 | NOW | |
| Serial Number: | 78443698 | NOW | |
| Serial Number: | 78443700 | NOW | |
| Registration Number: | 1519327 | PARKLANE | |
| Registration Number: | 2607833 | ROCA | |
| Registration Number: | 3007571 | ROCA WEAR | |
| Registration Number: | 2579733 | ROCA | |
| Registration Number: | 2681721 | ROCAWEAR | |
| Registration Number: | 2434124 | ROCAWEAR | |
| Registration Number: | 2933532 | ROCA WEAR | |
| Registration Number: | 2780202 | ROCAWEAR | |
| Registration Number: | 2633943 | ROCAWEAR | |
| Registration Number: | 2781618 | RW | |
| Registration Number: | 2914980 | R | |
| Registration Number: | 3216113 | ROCA WEAR RW | |
| Registration Number: | 2977920 | TR TEAM ROC | |
| Registration Number: | 2640040 | ROC | |
| Registration Number: | 3012787 | ROCA RW WEAR | |
| Serial Number: | 76612239 | ROCA RW WEAR | |

REEL: 003526 FRAME: 0099

| Coriol Niverborn | 76612240 | TEAM ROC TR |
|----------------------|----------|------------------|
| Serial Number: | 70012240 | TEAM ROC IR |
| Serial Number: | 76620454 | ROCA RW WEAR |
| Registration Number: | 3060218 | ROC |
| Registration Number: | 3170436 | R |
| Serial Number: | 76637576 | R |
| Serial Number: | 78683661 | R |
| Serial Number: | 78683689 | R |
| Serial Number: | 78786690 | ROCK FOR LIFE |
| Serial Number: | 78807854 | BELLA ROC |
| Registration Number: | 3180987 | WE RUN THE STRIP |
| Serial Number: | 78895985 | R |
| Serial Number: | 78894136 | ROCAWEAR |
| Serial Number: | 78895515 | ROCAWEAR |
| Serial Number: | 78895554 | ROCAWEAR |
| Serial Number: | 78933507 | ROCA BEAR RW |
| Serial Number: | 75674783 | TEAM ROC |
| Serial Number: | 77077235 | ROCA RW WEAR |
| Serial Number: | 76301744 | ROCAWEAR |
| Serial Number: | 78896314 | SLEEP RW SEXY |

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

| ATTORNEY DOCKET NUMBER: | 053113/2022 |
|-------------------------|----------------|
| NAME OF SUBMITTER: | Kirstie Howard |
| Signature: | /kh/ |
| Date: | 04/20/2007 |

Total Attachments: 8 source=StudioIP#page1.tif source=StudioIP#page2.tif

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of Match 30, 2007 is made by Studio IP Holdings LLC, a Delaware limited liability company, located at 103 Foulk Road, Suite 200, Wilmington, DE 19803 (the "Obligor"), in favor of Lehman Commercial Paper Inc., a Delaware corporation, located at 745 Seventh Avenue, New York, NY 10019, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Iconix Brand Group, Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, and Lehman Brothers Inc., as advisor, sole lead arranger and sole book manager.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STUDIO IP HOLDINGS LLC

| BY: STUDIO HOLDINGS AND MANAGEMENT |
|---|
| CORPORATION as sole member and manager |
| By:/// |
| Name: Warren Clamen |
| Title: President |
| Date: April <u>/</u> 0, 2007 |
| LEHMAN COMMERCIAL PAPER INC. |
| as Administrative Agent for the Lenders |
| By: |
| Name: |
| Title: |
| Date |

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 4. <u>Purpose</u>. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. <u>Acknowledgment</u>. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STUDIO IP HOLDINGS LLC

BY: STUDIO HOLDINGS AND MANAGEMENT CORPORATION, as sole member and manager

By: Name: Warren Clamen

Title: President
Date: April ___, 2007

LEHMAN COMMERCIAL PAPER INC. as Administrative Agent for the Lenders

By:___ Name:

Title: Date:

RITAM BHALLA Authorized Signatory

ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York) ss COUNTY OF New York)

On the day of April, 2007, before me personally came Warren Clamen, who is personally known to me to be the President of Studio Holdings and Management Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the President in such corporation, the sole member and manager of Studio IP Holdings LLC, the Delaware limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of Studio Holdings and Management Corporation; and that he acknowledged said instrument to be the free act and deed of Studio IP Holdings LLC.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

Sy Aminata
Notary Public, State of New York
No. 01SY6124789
Qualified in New York County
Commission Expires 04/04/20

053113-2022-10367-NY03.2586342.1

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

| STATE OF | NEW YORK |) | | | |
|----------------|---------------------|---|---|--|-----------|
| COUNTY OF | NEW YORK |) ss) | | | |
| RITAM BH | On the <u>/</u> 6 d | APRIL lay of March 2007, is personally know | before me personal vn to me to be the _ | ly came | of |
| Lehman Com | mercial Paper, 1 | Inc., a Delaware co | rporation; who, being | ng duly sworn, did department of the corporation of | - pose |
| said instrumer | nt pursuant to a | uthority given by th | ne Board of Director | The executed and delivers of such corporation d of said corporation. | |

Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 20

(PLACE STAMP AND SEAL ABOVE)

053113-2022-10367-NY03.2586342.1

SCHEDULE A

U.S. Trademark Registrations and Applications

| Trademark | App. No. | Reg. No. |
|------------------------------------|----------|----------|
| DANCE FRANCE | 73360112 | 1250445 |
| DANCE FRANCE (Stylized) | 73427720 | 1297710 |
| DANSKIN | 75042587 | 2017878 |
| DANSKIN | 72199973 | 859730 |
| DANSKIN | 72108031 | 772356 |
| DANSKIN NOW | 78443676 | |
| DANSKIN NOW | 78443678 | |
| DANSKIN NOW | 78443680 | |
| DANSKIN NOW | 78444368 | |
| DANSKIN NOW | 78443681 | 3088609 |
| DANSKIN NOW | 78443686 | 2994891 |
| DANSKIN NOW | 78443683 | |
| DANSKIN NOW | 78443684 | 3088610 |
| DANSKIN PLUS | 75069602 | 2052400 |
| DANSKIN Plus Motion Girl Design | 73307046 | 1210609 |
| DANSKIN Plus Motion Girl Design | 73305677 | 1194476 |
| FREESTYLE | 73382808 | 1313524 |
| Moji Girl Design | 78443701 | |
| Moji Girl Design | 78443702 | |
| Moji Girl Design | 78443704 | |
| Moji Girl Design | 78443707 | |
| Moji Girl Design | 78443710 | 3101838 |
| Moji Girl Design | 78443711 | 2992283 |
| Moji Girl Design | 78443712 | |
| Moji Girl Design | 78443715 | 3154882 |

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| Trademark | App. No. | Reg. No. |
|-------------------------|------------|-----------|
| Motion Girl Design | 73346834 | 1248430 |
| NOW | 78443691 | |
| NOW | 78443692 | |
| NOW | 78443694 | |
| NOW | 78443695 | |
| NOW | 78443698 | |
| NOW | 78443700 | |
| PARKLANE | 73703883 | 1519327 |
| ROCA | 75/701,875 | 2,607,833 |
| ROCAWEAR plus Design | 76/023,483 | 3,007,571 |
| ROCA | 75/942609 | 2,579,733 |
| ROCAWEAR | 76/198,637 | 2,681,721 |
| ROCAWEAR | 75/676,741 | 2,434,124 |
| ROCAWEAR plus Design | 76/301740 | 2,933,532 |
| ROCAWEAR plus Design | 76/301741 | 2,780,202 |
| Rocawear plus Design | 75/982139 | 2,633,943 |
| RW Flame Design | 76/465490 | 2,781,618 |
| R Stitch Design | 76/546,855 | 2,914,980 |
| Rocawear plus RW Design | 76/552,369 | 3,216,113 |
| Team Roc plus Design | 76/566008 | 2,977,920 |
| ROC plus Design | 75/658,205 | 2,640,040 |
| Rocawear plus RW Design | 76/612,241 | 3,012,787 |
| Rocawear plus RW Design | 76/612,239 | |
| Team Roc plus Design | 76/612,240 | |
| Rocawear plus RW Design | 76/620,454 | |
| ROC | 78/562,436 | 3,060,218 |

| Trademark | App. No. | Reg. No. |
|-----------------------------|------------|-----------|
| R Shield Design | 76/637,577 | 3,170,436 |
| R Knit Design | 76/637,576 | |
| R Knit Design | 76/637,576 | |
| R Stylized (Left) | 78/683,661 | |
| R Stylized (Right) | 78/683,689 | |
| Rock For Life | 78/786,690 | |
| Bella Roc | 78/807,854 | |
| We Run The Strip | 78/824,046 | 3,180,987 |
| R Rope Design | 78/895,985 | |
| Rocawear plus Skull & Bones | 78/894,136 | |
| Rocawear plus Skull & Bones | 78/895,515 | |
| Rocawear plus Skull & Bones | 78/895,554 | |
| ROCABEAR plus RW Design | 78/933,507 | |
| TEAM ROC | 75/674,783 | |
| Rocawear plus RW Design | 77/077,235 | |
| ROCAWEAR | 76/301,744 | |
| SLEEP RW SEXY | 78/896,314 | |

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RECORDED: 04/20/2007