

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Official-Pillowtex LLC		10/03/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 136

Property Type	Number	Word Mark
Serial Number:	78430070	ADJUST-A-FIT
Registration Number:	2437618	ALLURANCE
Serial Number:	78544458	BE MY GUEST
Registration Number:	0860615	BEAUTE
Serial Number:	77102581	BEDMATE
Registration Number:	2772396	BEYOND BIG
Registration Number:	2744470	BEYOND BIG
Serial Number:	78387102	BODY BALANCE
Registration Number:	2072637	BODY CUDDLER
Serial Number:	78446680	CANNON
Serial Number:	77038172	CANNON
Registration Number:	0729513	CANNON
Registration Number:	1127537	CANNON
Registration Number:	1556899	CANNON

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Registration Number:	2440006	CANNON
Registration Number:	0729514	CANNON
Registration Number:	0147948	CANNON
Registration Number:	1126849	CANNON
Serial Number:	77095848	CANNON
Serial Number:	78489197	CANNON
Serial Number:	78492944	CANNON
Serial Number:	77112071	CANNON BABY
Registration Number:	2514043	CANNON CLASSIC CASUALS
Registration Number:	1127538	
Registration Number:	1559064	
Serial Number:	78447353	CANNON ROYAL FAMILY
Serial Number:	76501474	CANNON TRADE MARK U.S.A. 1887
Registration Number:	3234081	CANNON TRADE MARK U.S.A. 1887
Serial Number:	77111493	CANNON TRADE MARK USA 1887
Serial Number:	78492958	CANNON - THE AMERICAN BRAND
Serial Number:	78544463	CAT'S MEOW - THE PURR-FECT PILLOW FOR CAT NAPPING
Serial Number:	78430104	CELEBRITY
Serial Number:	78817457	CHARISMA
Registration Number:	2625436	CHARISMA
Registration Number:	2474046	CHARISMA
Registration Number:	1562233	CHARISMA
Registration Number:	1124948	CHARISMA
Registration Number:	1127563	CHARISMA
Serial Number:	77112074	CHARISMA BABY
Serial Number:	77103808	CHARISMA ELITE
Registration Number:	2832341	CHARISMA SELECT
Registration Number:	1099599	CLASSIC CHROMATICS
Registration Number:	1524564	CLASSIC SUPREME
Registration Number:	2716395	COMFORT FOAM
Serial Number:	78405491	COMFORT LEVEL
Registration Number:	1123742	COMFORT SPUN
Registration Number:	1093823	COMFORTCALE
Serial Number:	77012169	COTTON FRESH

Serial Number:	78387116	COTTON MATE
Registration Number:	2722292	COTTON TOUCH
Registration Number:	2552616	COTTON TOUCH
Registration Number:	1434765	DREAM SPINNER
Registration Number:	0366894	DURACALE
Registration Number:	0876628	DURALITE
Serial Number:	77102443	ELEGANCE BY ROYAL VELVET
Registration Number:	1210555	EMPRESS
Registration Number:	0721079	FASHION WEAVERS
Serial Number:	78471408	FIELDCREST
Registration Number:	3195276	FIELDCREST
Registration Number:	0434737	FIELDCREST
Registration Number:	0436239	FIELDCREST
Registration Number:	0500882	FIELDCREST
Registration Number:	0833741	FIELDCREST
Serial Number:	77112073	FIELDCREST BABY
Registration Number:	0643323	FIELDCREST FASHIONS FOR BED AND BATH
Serial Number:	78384422	FIELDCREST OPULENCE
Registration Number:	2669594	FLAT FREE
Registration Number:	1100211	GLOBE
Registration Number:	0738716	GOLD LABEL
Serial Number:	76445638	GRAND MANOR
Registration Number:	1787512	GREAT SHAPES
Serial Number:	78387121	HEALTHWATCH
Registration Number:	1470686	HOME FORUM
Registration Number:	0754269	IMPERIAL COLLECTION
Serial Number:	78387112	IMPERIAL ROSE
Serial Number:	77033926	JUST FEEL THE DIFFERENCE
Registration Number:	2270595	JUST FEEL THE DIFFERENCE
Serial Number:	78402476	LIVE A COLORFUL LIFE
Serial Number:	77104750	LUSTRE
Registration Number:	0826960	MISTIQUE
Serial Number:	77104755	MONSTER PILLOW
Serial Number:	78430079	MONTEREY
Serial Number:	78854659	MONTICELLO

Registration Number:	0867967	MONTICELLO
Registration Number:	1452155	NATURAL CHOICE
Serial Number:	76529017	OPULENCE BY FIELDCREST
Registration Number:	1101534	PADABOUT
Registration Number:	1082617	PARK ROW
Registration Number:	2654720	PERFECT BLEND
Registration Number:	1472319	PERMA LOFT
Registration Number:	1119305	PERMA-SOFT
Registration Number:	1460079	PILLOWTEX
Registration Number:	1448579	PILLOWTEX
Registration Number:	2048265	PUFF BALL
Registration Number:	2473708	PURPOSEFUL PILLOWS
Registration Number:	1565984	REGENCY BY GLOBE
Serial Number:	78385931	RESORT & SPA BY FIELDCREST
Registration Number:	1204590	ROYAL CLASSIC
Serial Number:	78527349	ROYAL DIMENSION
Serial Number:	78447354	ROYAL FAMILY
Registration Number:	1194734	ROYAL FAMILY
Registration Number:	1522696	ROYAL FAMILY
Registration Number:	1120559	ROYAL FAMILY
Serial Number:	78504956	ROYAL TOUCH
Registration Number:	1245338	ROYAL TOUCH
Serial Number:	77038175	ROYAL VELVET
Serial Number:	77240505	ROYAL VELVET
Registration Number:	2435979	ROYAL VELVET
Serial Number:	78952483	ROYAL VELVET BIG & SOFT
Serial Number:	77104757	SAHARA
Serial Number:	78854589	SANTA CRUZ
Registration Number:	1582620	SANTA CRUZ
Registration Number:	1176281	SLEEPWELL
Registration Number:	1533134	SLUMBER SHAPES
Serial Number:	78854580	ST. MARYS
Registration Number:	0748703	ST. MARYS
Registration Number:	0747914	ST. MARYS
Serial Number:	78524527	STERLING CHOICE

Registration Number:	2545292	SUPER BIG
Registration Number:	1542593	SUPREME TOUCH
Registration Number:	1586835	SUPREME TOUCH
Serial Number:	77104858	SURESOFT
Serial Number:	78405485	TENDER YEARS
Serial Number:	76462039	THE CANNON DRY SYSTEM
Serial Number:	77102572	THE CANNON DRY SYSTEM
Serial Number:	77058152	THE CANNON FIT
Registration Number:	2757166	THE GREAT BIG ONE
Serial Number:	78910967	TOUCH OF CLASS
Serial Number:	77104860	ULTRA VELVET
Serial Number:	77103814	ULTRALOFT
Registration Number:	1598672	VELTRA
Serial Number:	78501394	VELVET TOUCH
Serial Number:	78504429	VELVET TOUCH
Registration Number:	2754045	WIDE SIDE
Registration Number:	2897666	WIDE SIDE
Serial Number:	77104751	FIELDCREST CANNON

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, 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:	Mindy M. Lok
Signature:	/ml/
Date:	12/14/2007

Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of October 3, 2007 is made by Official-Pillowtex LLC, a Delaware limited liability company, located at 2711 Centerville Road, Suite 400, Wilmington Delaware 19808 (the "Obligor"), in favor of Lehman Commercial Paper Inc., a New York 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 and restated on May 2, 2007, and as thereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Iconix Brand Group, Inc., a Delaware corporation and indirect parent of the Obligor (the "Borrower"), the Lenders, the Agent, and Lehman Brothers Inc., as advisor, sole lead arranger and sole book manager.

W I T N E S S E T 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 of the Obligor's Intellectual Property, including all of the Obligor's Trademarks; and

WHEREAS, the Obligor has duly authorized the execution and delivery of, and the performance of all its obligations under, 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. Definitions. 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 Obligor's 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Obligor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Purpose. 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 Agent for the benefit of the Agent and 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. Acknowledgment. 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. Counterparts. 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 on the dates written below.

OFFICIAL-PILLOWTEX LLC

BY: PILLOWTEX HOLDINGS AND MANAGEMENT CORPORATION (as the sole member and manager of Official-Pillowtex LLC)

By: 

Name: Warren Clamen

Title: President

Date:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____

Name:

Title:

Date:

Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Obligor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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OFFICIAL-PILLOWTEX LLC

BY: PILLOWTEX HOLDINGS AND MANAGEMENT
CORPORATION (as the sole member and manager of
Official-Pillowtex LLC)

By: _____
Name: Warren Clamen
Title: President
Date:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By:  _____
Name: RITAM BHALLA
Title: Authorized Signatory
Date:

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Serial Number	Registration Number
ADJUST-A-FIT	78/430,070	
ALLURANCE	75/757,191	2,437,618
BE MY GUEST	78/544,458	
BEAUTE	72/291,056	860,615
BEDMATE	77/102,581	
BEYOND BIG	76/369,962	2,772,396
BEYOND BIG	76/369,963	2,744,470
BODY BALANCE	78/387,102	
BODY CUDDLER	75/000,839	2,072,637
CANNON	78/446,680	
CANNON	77/038,172	
CANNON	72/123,726	729,513
CANNON	73/153,390	1,127,537
CANNON	73/693,273	1,556,899
CANNON	75/679,073	2,440,006
CANNON & Device	72/123,727	729,514
CANNON & Device	71/145,877	147,948
CANNON & Device	73/153,392	1,126,849
CANNON & Device	77/095,848	
CANNON & Device	78/489,197	
CANNON & Device	78/492,944	
CANNON BABY	77/112,071	
CANNON CLASSIC CASUALS	75/858,392	2,514,043
Cannon Design	73/153,391	1,127,538
Cannon Design	73/693,272	1,559,064
CANNON ROYAL FAMILY	78/447,353	
CANNON TRADE MARK U.S.A. 1887 & Design	76/501,474	
CANNON TRADE MARK U.S.A. 1887 & Design	76/978,321	3,234,081
CANNON TRADE MARK USA 1887 & Design	77/111,493	
CANNON-THE AMERICAN BRAND & Design	78/492,958	
CAT'S MEOW - THE PURR-FECT PILLOW FOR CAT NAPPING	78/544,463	
CELEBRITY	78/430,104	
CHARISMA	78/817,457	
CHARISMA	75/580,954	2,625,436
CHARISMA	75/580,953	2,474,046
CHARISMA	73/759,290	1,562,233
CHARISMA	73/138,200	1,124,948
CHARISMA	73/137,122	1,127,563

Trademark	Serial Number	Registration Number
CHARISMA BABY	77/112,074	
CHARISMA ELITE	77/103,808	
CHARISMA SELECT	76/081,817	2,832,341
CLASSIC CHROMATICS	73/119,514	1,099,599
CLASSIC SUPREME	73/735,203	1,524,564
COMFORT FOAM	76/273,030	2,716,395
COMFORT LEVEL	78/405,491	
COMFORT SPUN	73/183,777	1,123,742
COMFORTCALE	73/136,045	1,093,823
COTTON FRESH	77/012,169	
COTTON MATE	78/387,116	
COTTON TOUCH	76/287,721	2,722,292
COTTON TOUCH	76/287,722	2,552,616
DREAM SPINNER	73/591,629	1,434,765
DURACALE	71/413,987	366,894
DURALITE	72/314,181	876,628
ELEGANCE BY ROYAL VELVET	77/102,443	
EMPRESS	73/328,933	1,210,555
FASHION WEAVERS (Stylized)	72/107,187	721,079
FIELDCREST	78/471,408	
FIELDCREST	78/977,670	3,195,276
FIELDCREST (Stylized)	71/518,684	434,737
FIELDCREST (Stylized)	71/518,685	436,239
FIELDCREST (Stylized)	71/532,843	500,882
FIELDCREST (Stylized)	72/257,600	833,741
FIELDCREST BABY	77/112,073	
FIELDCREST CANNON	77/104,751	
FIELDCREST FASHION FOR BED AND BATH	71/700,022	643,323
FIELDCREST OPULENCE	78/384,422	
FLAT FREE	75/842,545	2,669,594
GLOBE	73/127,747	1,100,211
GOLD LABEL	72/132,812	738,716
GRAND MANOR	76/445,638	
GREAT SHAPES	74/255,001	1,787,512
HEALTHWATCH	78/387,121	
HOME FORUM	73/660,702	1,470,686
IMPERIAL COLLECTION	72/154,020	754,269
IMPERIAL ROSE	78/387,112	
JUST FEEL THE DIFFERENCE	77/033,926	
JUST FEEL THE DIFFERENCE	75/489,381	2,270,595
LIVE A COLORFUL LIFE	78/402,476	
LUSTRE	77/104,750	
MISTIQUE	72/249,317	826,960
MONSTER PILLOW	77/104,755	
MONTEREY	78/430,079	

Trademark	Serial Number	Registration Number
MONTICELLO	78/854,659	
MONTICELLO	72/300,061	867,967
NATURAL CHOICE	73/591,652	1,452,155
OPULENCE BY FIELDCREST	76/529,017	
PADABOUT & Design	73/141,502	1,101,534
PARK ROW	73/112,789	1,082,617
PERFECT BLEND	75/837,643	2,654,720
PERMA LOFT	73/660,704	1,472,319
PERMA-SOFT	73/119,290	1,119,305
PILLOWTEX	73/648,951	1,460,079
PILLOWTEX	73/630,807	1,448,579
PUFF BALL	74/689,730	2,048,265
PURPOSEFUL PILLOWS	76/108,474	2,473,708
REGENCY BY GLOBE (Stylized)	73/778,525	1,565,984
RESORT & SPA BY FIELDCREST	78/385,931	
ROYAL CLASSIC	73/317,043	1,204,590
ROYAL DIMENSION	78/527,349	
ROYAL FAMILY	78/447,354	
ROYAL FAMILY	73/299,318	1,194,734
ROYAL FAMILY	73/696,218	1,522,696
ROYAL FAMILY	73/152,072	1,120,559
ROYAL TOUCH	78/504,956	
ROYAL TOUCH	73/343,221	1,245,338
ROYAL VELVET	77/038,175	
ROYAL VELVET	77/240,505	
ROYAL VELVET	75/980,137	2,435,979
ROYAL VELVET BIG & SOFT	78/952,483	
SAHARA	77/104,757	
SANTA CRUZ	78/854,589	
SANTA CRUZ	73/811,491	1,582,620
SLEEPWELL	73/229,906	1,176,281
SLUMBER SHAPES	73/660,701	1,533,134
ST. MARYS	78/854,580	
ST. MARYS	72/142,085	748,703
ST. MARYS	72/142,084	747,914
STERLING CHOICE	78/524,527	
SUPER BIG	75/459,286	2,545,292
SUPREME TOUCH	73/760,345	1,542,593
SUPREME TOUCH	73/791,798	1,586,835
SURESOFT	77/104,858	
TENDER YEARS	78/405,485	
THE CANNON DRY SYSTEM	76/462,039	
THE CANNON DRY SYSTEM	77/102,572	
THE CANNON FIT	77/058,152	
THE GREAT BIG ONE	76/349,300	2,757,166

Trademark	Serial Number	Registration Number
TOUCH OF CLASS	78/910,967	
ULTRA VELVET	77/104,860	
ULTRALOFT	77/103,814	
VELTRA	73/833,878	1,598,672
VELVET TOUCH	78/501,394	
VELVET TOUCH	78/504,429	
WIDE SIDE	76/340,005	2,754,045
WIDE SIDE	76/339,063	2,897,666