

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
Mossimo Holdings 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: 18

Property Type	Number	Word Mark
Serial Number:	78471123	BABY MOSS
Registration Number:	1611314	M
Registration Number:	2155830	MOSS
Registration Number:	2157797	MOSS
Registration Number:	2903572	MOSS
Registration Number:	2491176	MOSSIMO
Registration Number:	1746343	MOSSIMO
Registration Number:	2051272	MOSSIMO
Registration Number:	1551068	MOSSIMO
Registration Number:	2201308	MOSSIMO
Registration Number:	2329496	MOSSIMO
Registration Number:	2341551	MOSSIMO
Registration Number:	2053214	MOSSIMO
Registration Number:	2591646	MOSSIMO

OP \$465.00 78471123

Serial Number:	78408094	MOSSIMO GIANNELLI
Registration Number:	2157796	MOSSIMO GIANNELLI
Serial Number:	77114028	MOSSIMO SUPPLY CO.
Serial Number:	77114079	MOSSIMO SUPPLY CO.

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: 6
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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 Mossimo Holdings LLC, a Delaware limited liability company, located at 103 Foulk Road, Suite 200, Wilmington Delaware 19803 (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.

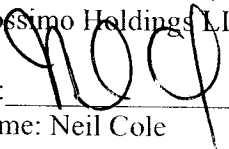
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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.

MOSSIMO HOLDINGS LLC

BY: MOSSIMO, INC. (as the sole member and manager of Mossimo Holdings LLC)

By: 
Name: Neil Cole
Title: President
Date:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

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.

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By: _____
Name: Neil Cole
Title: President
Date:

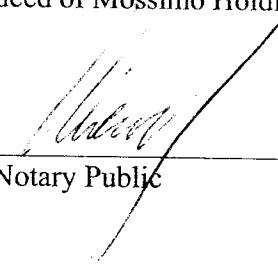
LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

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

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *New York*)
) ss
COUNTY OF *New York*)

On the 6 day of December, 2007, before me personally came Neil Cole, who is personally known to me to be the President of Mossimo, Inc., 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 Mossimo 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 Mossimo, Inc.; and that he acknowledged said instrument to be the free act and deed of Mossimo Holdings LLC.



Notary Public

MARIANNA FUNDATOR
Notary Public, State of New York
No. 01FU6079746
Qualified in New York County
Commission Expires Sept. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Serial Number	Registration Number
BABY MOSS	78/471,123	
M IN A BOX DESIGN	73/753,277	1,611,314
MOSS	75/977,001	2,155,830
MOSS	75/977,002	2,157,797
MOSS	76/056,284	2,903,572
MOSSIMO (Block)	75/633,095	2,491,176
MOSSIMO (Block)	74/186,765	1,746,343
MOSSIMO (Block)	74/610,799	2,051,272
MOSSIMO (Block)	73/752,329	1,551,068
MOSSIMO (Stylized)	75/350,621	2,201,308
MOSSIMO (Stylized)	75/689,070	2,329,496
MOSSIMO (Stylized)	75/759,670	2,341,551
MOSSIMO (Stylized)	74/610,797	2,053,214
MOSSIMO (Stylized)	78/040,066	2,591,646
MOSSIMO GIANNULLI	78/408,094	
MOSSIMO GIANNULLI	75/976,992	2,157,796
MOSSIMO SUPPLY CO.	77/114,028	
MOSSIMO SUPPLY CO.	77/114,079	