

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OP Holdings LLC		11/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>Internal Address:</b>	Bank Debt Management Group		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3223734	72	
Registration Number:	1050102	OCEAN PACIFIC	
Registration Number:	1382503	OCEAN PACIFIC	
Registration Number:	2891591	OCEAN PACIFIC	
Registration Number:	2882299	OCEAN PACIFIC	
Registration Number:	1641210	OCEAN PACIFIC	
Registration Number:	3654167	OP	
Registration Number:	2854837	OP	
Registration Number:	2748118	OP	
Registration Number:	2742962	OP	
Registration Number:	2856406	OP	
Registration Number:	1293032	OP	
Registration Number:	1639594	OP	

CH \$690.00 3223734

Registration Number:	3749521	OP
Registration Number:	1309084	OP
Registration Number:	2451493	OP
Registration Number:	2976781	SEVEN2
Registration Number:	3021594	OCEAN PACIFIC
Registration Number:	3021595	OP
Registration Number:	1594622	OP PRO
Registration Number:	1639812	OP PRO
Serial Number:	85417405	OCEAN PACIFIC
Serial Number:	85449706	OCEAN PACIFIC
Serial Number:	85449732	OCEAN PACIFIC
Serial Number:	85450753	OCEAN PACIFIC
Serial Number:	85275280	OP
Serial Number:	85275274	OP

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
Phone: (212) 455-2222  
Email: jnull@stblaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Marcela Robledo  
Address Line 1: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	008330/0084
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	11/29/2011

**Total Attachments: 15**

source=Trademark Security Agreement - Filing#page1.tif  
source=Trademark Security Agreement - Filing#page2.tif  
source=Trademark Security Agreement - Filing#page3.tif  
source=Trademark Security Agreement - Filing#page4.tif  
source=Trademark Security Agreement - Filing#page5.tif  
source=Trademark Security Agreement - Filing#page6.tif  
source=Trademark Security Agreement - Filing#page7.tif  
source=Trademark Security Agreement - Filing#page8.tif  
source=Trademark Security Agreement - Filing#page9.tif  
source=Trademark Security Agreement - Filing#page10.tif

source=Trademark Security Agreement - Filing#page11.tif  
source=Trademark Security Agreement - Filing#page12.tif  
source=Trademark Security Agreement - Filing#page13.tif  
source=Trademark Security Agreement - Filing#page14.tif  
source=Trademark Security Agreement - Filing#page15.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 22, 2011 is made by each of the Persons listed on the signature page hereof (each, a "Grantor" and collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as Administrative Agent (the "Agent") for the banks and other financial institutions (the "Lenders"), from time to time parties to the Revolving Credit Agreement, dated as of November 22, 2011 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among ICONIX BRAND GROUP, INC., a Delaware corporation (the "Borrower"), the Lenders, BARCLAYS CAPITAL, the investment banking division of BARCLAYS BANK PLC, GOLDMAN SACHS BANK USA and GE CAPITAL MARKETS, INC., as joint lead arrangers and joint bookrunners (in such capacity, the "Arrangers"), 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.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make 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 Borrower and certain subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 22, 2011, 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, each Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor 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 extensions of credit to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the ratable benefit of the Secured Parties, 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 in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of such

Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor 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 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. Each Grantor 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 thereunto duly authorized as of the day and year first above written.

ICONIX BRAND GROUP, INC.

By: Andrew R. Tarshis  
Andrew Tarshis  
Executive Vice President and General Counsel

MOSSIMO HOLDINGS LLC

By: MOSSIMO, INC.

By: Andrew R. Tarshis  
Andrew Tarshis  
Senior Vice President

OP HOLDINGS LLC

By: OP HOLDINGS AND MANAGEMENT CORPORATION

By: Andrew R. Tarshis  
Andrew Tarshis  
Vice President

OFFICIAL-PILLOWTEX LLC

By: PILLOWTEX HOLDINGS AND MANAGEMENT LLC

By: Andrew R. Tarshis  
Andrew Tarshis  
Vice President

SHARPER IMAGE HOLDINGS LLC

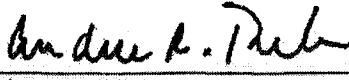
By: SHARPER IMAGE HOLDINGS AND MANAGEMENT  
CORP.

By: Andrew R. Tarshis  
Andrew Tarshis  
Vice President

*[Signature Page to Grant of Security Interest in Trademark Rights]*

STUDIO IP HOLDINGS LLC

By: STUDIO HOLDINGS AND MANAGEMENT  
CORPORATION


By: 

Andrew Tarshis  
Vice President

*[Signature Page to Grant of Security Interest in Trademark Rights]*

TRADEMARK  
REEL: 004667 FRAME: 0455

BARCLAYS BANK PLC  
as Administrative Agent for the Lenders

  
By: \_\_\_\_\_  
Name: **Ritam Bhalla**  
Title: **Vice President**  
Address: 745 Seventh Avenue New York, New York  
10019

*[Signature Page to Grant of Security Interest in Trademark Rights]*

**TRADEMARK**  
**REEL: 004667 FRAME: 0456**



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

**STUDIO IP HOLDINGS LLC**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
DRI-STAR	76162659	2691476
MICROCELL	77357341	3480031
S STARTER	75120113	2179091
S	76226880	2948512
STARTER S	76227783	2948513
A S	76977395	2949394
Design	76559652	2977850
STARTER	76226894	2989907
NEVER STOP	77565909	N/A
RUGGED TERRAIN STARTER	74428320	3018828
S (& Design)	76060681	2851159
S (& Design)	73712797	1614937
S (& Design)	76060682	2553955
S (& Design)	73319752	1210630
S STARTER	74468405	3036990
S STARTER (Star and Stripe Design)	77911221	3872452
S STARTER	75181015	2070084
S STARTER	75187874	2105473
S STARTER	76060679	2847787
STAR FLEX	76977547	3002455
STAR-FIT	76492306	3004719
STAR-GUARD	76535535	3004771
STAR-MAX	78378972	3015011
STARTER	76622385	3405885
STARTER	73712408	1508324
STARTER	74730553	2041401
STARTER	74374975	1896998
STARTER	73256999	1175308
STARTER	76323458	2971216
STARTER	77288814	3414481
STARTER	78863589	3687595
STARTER	76060683	2851160
STARTER O-FLEX	76620120	3373419
STARTER S	73650716	1478788
THERMA-STAR	78218263	2960844
DANCE FRANCE (Stylized)	73427720	1297710
DANSKIN & Device	73305677	1194476
DANSKIN	72199973	859730
CLIPPER MIST	72/345964	938911

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
Design Only (Danskin Now Dancer)	78/443,715	3,154,882
(Device Only)	78443711	2992283
(Device Only)	78443710	3101838
(Device Only)	78443704	3412652
DANSKIN NOW	78443686	2994891
DANSKIN NOW	78443684	3088610
DANSKIN NOW	78443681	3088609
DANSKIN NOW	78443680	3410312
DANSKIN PLUS	75069602	2052400
FREESTYLE	73382808	1313524
DANCE FRANCE	73360112	1250445
(Device Only)	73346834	1248430
DANSKIN Plus Ballerina Design	73307046	1210609
DANSKIN	72108031	772356
NOW	78443700	3419791
NOW	78443692	3419790
Device Only	77624764	3646736
DANSKIN	75042587	2017878
9 IX ROCA RW WEAR and Design	77354742	3603772
I WILL NOT LOSE	77585045	
I WILL NOT LOSE	78787345	3201223
IT'S NOT WHERE YOU'RE FROM, BUT WHAT YOU ROC!	77239955	3391684
R	78683661	3288813
R	78895985	3393326
R	78683689	3288814
R	76637577	3170436
R (stylized)	85376342	
R	76637576	3337647
R(anniversary design)	77707869	3698735
R+	77382943	3603898
ROC	77979085	
ROC	77225034	
ROC	78562436	3060218
ROCA RW WEAR	76301741	2780202
ROCA RW WEAR	76023483	3007571
ROCA RW WEAR	76612241	3012787
ROCA RW WEAR	77077235	3537673
ROCA RW WEAR	76620454	3233986
ROCA WEAR RW	76552369	3216113
ROCAWEAR	85232064	4015973
ROCAWEAR	75676741	2434124
ROCAWEAR	78894136	3309787
ROCAWEAR	85372204	
ROCAWEAR	78895554	3309791
ROCAWEAR	78895515	3393323

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
ROCAWEAR	76198637	2681721
ROCAWEAR	85376311	
ROCAWEAR	85372158	
RW	76465490	2781618
RW	85423383	
RW	85429224	
SLEEP RW SEXY	78896314	3327806
T TEAMROC	85156028	
TEAM ROC	85351857	
TEAM ROC	85351934	
TEAM ROC	85351977	
TEAM ROC	85353215	
TEAM ROC	85327169	
TEAM ROC	85353233	
TEAM ROC	75674783	3220358
WE RUN THE STRIP	78824046	3180987
ROCAWEAR EVOLUTION	85455965	
TR TEAM ROC	76566008	2977920
G and Design	78574222	3111503
SUN 'N SHADE	75648293	2376153
VILLAGE	73776802	1576438
VILLAGE	85327453	
WAVERLY	75979954	2445276
WAVERLY	74675462	2011559
WAVERLY	72095856	709694
WAVERLY	85002895	3959493
WAVERLY	85041589	
WAVERLY	85048065	
WAVERLY	74215184	1756996
WAVERLY	85068498	4039394
WAVERLY	75541752	2340120
WAVERLY	75268278	2222219
WAVERLY	75399406	2231912
WAVERLY	85427366	
WAVERLY DESIGNER SERIES	74106506	1663475
GRAMERCY	85327278	
WAVERLY	71100693	128949
GRAMERCY	73776942	1622953
VILLAGE	74048793	1657547
W DS	74105455	1657462
WAVERLY	75980134	2456743
GRAMERCY	76150913	2485318
GARDEN ROOM	75910719	2616366

**OP HOLDINGS LLC**

<b>Mark</b>	<b>Application #</b>	<b>Registration #</b>
72	78167458	3223734
OCEAN PACIFIC	73048507	1050102
OCEAN PACIFIC	73551091	1382503
OCEAN PACIFIC	76350183	2891591
OCEAN PACIFIC	76365247	2882299
OCEAN PACIFIC	74054361	1641210
OCEAN PACIFIC	85417405	
OCEAN PACIFIC	85449706	
OCEAN PACIFIC	85449732	
OCEAN PACIFIC	85450753	
OP	77639202	3654167
OP	76976484	2854837
OP	76259835	2748118
OP	85275280	
OP	76118031	2742962
OP	76389398	2856406
OP	85275274	
OP	73432243	1293032
OP	74051480	1639594
OP	77777695	3749521
OP	73404997	1309084
OP	75564085	2451493
SEVEN2	76333172	2976781
OCEAN PACIFIC	76977718	3021594
OP	76977719	3021595
OP PRO	73819980	1594622
OP PRO	74055964	1639812

MOSSIMO HOLDINGS LLC

Mark	Application #	Registration #
MOSSIMO (stylized)	75689070	2329496
MOSSIMO (stylized)	75350621	2201308
MOSSIMO	74610799	2051272
MOSSIMO (stylized)	74610797	2053214
MOSSIMO	74186765	1746343
MOSSIMO (stylized)	77327228	3466639
MOSSIMO	73752329	1551068
MOSSIMO (stylized)	75759670	2341551
MOSSIMO SUPPLY CO. (stylized)	77114079	3387847
MOSSIMO SUPPLY CO. (stylized)	77976490	3588864

**OFFICIAL-PILLOWTEX LLC**

<b>Mark</b>	<b>Application #</b>	<b>Registration #</b>
C CHARISMA	77532844	
CANNON	78979510	3387019
CANNON	73153390	1127537
CANNON	72123726	0729513
CANNON and Design	72123727	0729514
CANNON BABY	85345890	
CANNON BABY	85345402	
CANNON BABY	85345414	
CANNON BABY	85345432	
CANNON BABY	85345523	
CANNON BABY	85345902	
CANNON KIDS	77726402	
CANNON KIDS	77727009	3725008
CANNON ROYAL FAMILY	78979504	3482571
CANNON TEEN	77727025	3725009
CANNON TRADE MARK U.S.A. 1887	76978321	3234081
CHARISMA	85375768	
CHARISMA	75580954	2625436
CHARISMA	73759290	1562233
CHARISMA	73138200	1124948
CHARISMA	73137122	1127563
CHARISMA	78817457	3413110
FIELDCREST	71518685	0436239
FIELDCREST	71518685	0436239
FIELDCREST	78980096	3447089
FIELDCREST	85152452	
FIELDCREST	78977670	3195276
GOLD LABEL	72132812	0738716
GREAT SHAPES	74255001	1787512
IMPERIAL COLLECTION	72154020	0754269
IMPERIAL COLLECTION	72154020	0754269
PADABOUT	73141502	1101534
ROYAL CLASSIC	73317043	1204590
ROYAL FAMILY	73152072	1120559
ROYAL FAMILY	73299318	1194734
ROYAL FAMILY	78979549	3387028
ROYAL TOUCH	73343221	1245338
ROYAL VELVET	85343190	
ROYAL VELVET	77038175	3658483
ROYAL VELVET	75584238	2325800
ROYAL VELVET	77976243	3555187
ROYAL VELVET	85343232	
ROYAL VELVET	85343206	
ROYAL VELVET	85343049	
ROYAL VELVET	85343011	

Mark	Application #	Registration #
ROYAL VELVET	85343218	
ROYAL VELVET and Design	77623516	3646693
ROYAL VELVET BIG & SOFT	78980885	3596730
SANTA CRUZ	78980138	3451491
SANTA CRUZ	77592870	3612366
ST. MARYS	72142084	0747914
ST. MARYS	72142085	0748703
FASHION WEAVERS	72107187	721079
FASHIONS OF THE WORLD	72143233	746712
SLEEPWELL	73229906	1176281
EMPRESS	73328933	1210555
SANTA CRUZ	73811491	1582620
VELTRA	73833878	1598672
MONTICELLO	7230061	867967
CANNON	73153392	1126849
CANNON	71145877	147948
CANNON ROYAL FAMILY	85411790	

**SHARPER IMAGE HOLDINGS LLC**

<b>Trademark</b>	<b>App. Number</b>	<b>Reg. Number</b>
"BRIGHT AS DAY!" DAYLIGHT SPECTRUM LAMP and Design	78/341536	3218556
AUTO-DRIVE	74/463622	1862537
ENERGY SAVER and Design	76/269728	2707773
FRESHERLONGER	78/743892	3277544
GP	77/149524	3452122
IBEAM	78/593746	3262414
ICEFLOW	78/859252	3332440
IFRAME	78/593753	3172386
INVENTED HERE and Design	78/976631	3178658
IONIC BREEZE	75/505673	2383876
ISOOTHER	78/666615	3191660
ISPHERE	78/593758	3172387
ITOWER	78/593761	3172388
ITOWER CONFIGURATION DESIGN	78/964074	3421056
LOVEHANDLER Design	77/082621	3338343
Miscellaneous Design (QF Design)	78/320840	3795809
OXYGENFRESH	78/694284	3269797
OZONEGUARD	78/623938	3313676
POWERTIE	78/363039	3038375
QUIET PLACE	77/270910	3426483
S DESIGN	85/411657	
S DESIGN	85/411669	
S DESIGN	85/411685	
S DESIGN	85/411708	
S DESIGN	85/411931	
S DESIGN	85/411946	
S DESIGN	85/411578	
S DESIGN	85/411607	
S DESIGN	85/411634	



Trademark	App. Number	Reg. Number
S DESIGN	85/411646	
SHARPER IMAGE	76/424939	2801157
SHARPER IMAGE	78/162617	2801489
SHARPER IMAGE DESIGN	76/424591	2803361
SHARPER IMAGE OFFICE	78/678652	3420037
SHARPER IMAGE OUTLET	78/374591	3265687
SHARPER LIVING	85/163515	
SHARPERIMAGE.COM	78/375692	3074460
SHARPERIMAGE.COM	78/289909	2928740
SOUND SOOTHER	74/019215	1619646
SOUND SOOTHER	78/195046	2794855
THE SHARPER IMAGE	78/375684	3130633
THE SHARPER IMAGE	73/634556	1489485
THE SHARPER IMAGE	77/317210	3854174
THE SHARPER IMAGE	77/976523	3588871
THE SHARPER IMAGE	85/009119	3950166
THE SHARPER IMAGE	73/182118	1171695
THE SHARPER IMAGE	74/069903	1645994
THE SHARPER IMAGE	73/583206	1498543
THE SHARPER IMAGE	74/059573	1646417
THE SHARPER IMAGE	77/189523	3886596
TRAVEL COMPANION	74/667650	2072379
TURBO-GROOMER	75/373491	2360586
ZIPCONNECT Logo	78/597097	3199634

**ICONIX BRAND GROUP, INC.**

<b>Mark</b>	<b>Application #</b>	<b>Registration #</b>
CANDIE'S SWIM	76270566	3060576
CRY.BABY.	85002924	3967612