

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Administrative Agent		11/29/2012	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Studio IP Holdings LLC
Street Address:	103 Foulk Road, Suite 153
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 127

Property Type	Number	Word Mark
Serial Number:	76162659	DRI-STAR
Serial Number:	77357341	MICROCELL
Serial Number:	75120113	S STARTER
Serial Number:	76226880	S
Serial Number:	76227783	STARTER S
Serial Number:	76977395	A S
Serial Number:	76559652	
Serial Number:	76226894	STARTER
Serial Number:	77565909	NEVER STOP
Serial Number:	74428320	RUGGED TERRAIN STARTER
Serial Number:	76060681	S
Serial Number:	73712797	S
Serial Number:	76060682	S
Serial Number:	73319752	S

TRADEMARK

Serial Number:	74468405	S STARTER
Serial Number:	77911221	S STARTER
Serial Number:	75181015	S STARTER
Serial Number:	75187874	S STARTER
Serial Number:	76060679	S STARTER
Serial Number:	76977547	STAR FLEX
Serial Number:	76492306	STAR-FIT
Serial Number:	76535535	STAR-GUARD
Serial Number:	78378972	STAR-MAX
Serial Number:	76622385	STARTER
Serial Number:	73712408	STARTER
Serial Number:	74730553	STARTER
Serial Number:	74374975	STARTER
Serial Number:	73256999	STARTER
Serial Number:	76323458	STARTER
Serial Number:	77288814	STARTER
Serial Number:	78863589	STARTER
Serial Number:	76060683	STARTER
Serial Number:	76620120	STARTER O-FLEX
Serial Number:	73650716	STARTER S
Serial Number:	78218263	THERMA-STAR
Serial Number:	73427720	DANCE FRANCE
Serial Number:	73305677	DANSKIN
Serial Number:	72199973	DANSKIN
Serial Number:	72345964	CLIPPER MIST
Serial Number:	78443715	
Serial Number:	78443711	
Serial Number:	78443710	
Serial Number:	78443704	
Serial Number:	78443686	DANSKIN NOW
Serial Number:	78443684	DANSKIN NOW
Serial Number:	78443681	DANSKIN NOW
Serial Number:	78443680	DANSKIN NOW
Serial Number:	75069602	DANSKIN PLUS
Serial Number:	73382808	FREESTYLE

	73360112	DANCE FRANCE
Serial Number:	73346834	
Serial Number:	73307046	DANSKIN
Serial Number:	72108031	DANSKIN
Serial Number:	78443700	NOW
Serial Number:	78443692	NOW
Serial Number:	77624764	
Serial Number:	75042587	DANSKIN
Serial Number:	77354742	9 IX ROCA RW WEAR
Serial Number:	77585045	I WILL NOT LOSE
Serial Number:	78787345	I WILL NOT LOSE
Serial Number:	77239955	IT'S NOT WHERE YOU'RE FROM, BUT WHAT YOU ROC!
Serial Number:	78683661	R
Serial Number:	78895985	R
Serial Number:	78683689	R
Serial Number:	76637577	R
Serial Number:	85376342	R
Serial Number:	76637576	R
Serial Number:	77707869	R
Serial Number:	77382943	R+
Serial Number:	77979085	ROC
Serial Number:	77225034	ROC
Serial Number:	78562436	ROC
Serial Number:	76301741	ROCAWEAR
Serial Number:	76023483	ROCA WEAR
Serial Number:	76612241	ROCA RW WEAR
Serial Number:	77077235	ROCA RW WEAR
Serial Number:	76620454	ROCA RW WEAR
Serial Number:	76552369	ROCA WEAR RW
Serial Number:	85232064	ROCAWEAR
Serial Number:	75676741	ROCAWEAR
Serial Number:	78894136	ROCAWEAR
Serial Number:	85372204	ROCAWEAR
Serial Number:	78895554	ROCAWEAR
Serial Number:	78895515	ROCAWEAR

	76198637	ROCAWEAR
Serial Number:	85376311	ROCAWEAR
Serial Number:	85372158	ROCAWEAR
Serial Number:	76465490	RW
Serial Number:	85423383	RW
Serial Number:	85429224	RW
Serial Number:	78896314	SLEEP RW SEXY
Serial Number:	85156028	T TEAMROC
Serial Number:	85351857	TEAM ROC
Serial Number:	85351934	TEAM ROC
Serial Number:	85351977	TEAM ROC
Serial Number:	85353215	TEAM ROC
Serial Number:	85327169	TEAM ROC
Serial Number:	85353233	TEAM ROC
Serial Number:	75674783	TEAM ROC
Serial Number:	78824046	WE RUN THE STRIP
Serial Number:	85455965	ROCAWEAR EVOLUTION
Serial Number:	76566008	TR TEAM ROC
Serial Number:	78574222	G
Serial Number:	75648293	SUN 'N SHADE
Serial Number:	73776802	VILLAGE
Serial Number:	85327453	VILLAGE
Serial Number:	75979954	WAVERLY
Serial Number:	74675462	WAVERLY
Serial Number:	72095856	WAVERLY
Serial Number:	85002895	WAVERLY
Serial Number:	85041589	WAVERLY
Serial Number:	85048065	WAVERLY
Serial Number:	74215184	WAVERLY
Serial Number:	85068498	WAVERLY
Serial Number:	75541752	WAVERLY
Serial Number:	75268278	WAVERLY
Serial Number:	75399406	WAVERLY
Serial Number:	85427366	WAVERLY
Serial Number:	74106506	WAVERLY DESIGNER SERIES

	85327278	GRAMERCY
Serial Number:	71100693	WAVERLY
Serial Number:	73776942	GRAMERCY
Serial Number:	74048793	VILLAGE
Serial Number:	74105455	W DS
Serial Number:	75980134	WAVERLY
Serial Number:	76150913	GRAMERCY
Serial Number:	75910719	GARDEN ROOM

CORRESPONDENCE DATA

Fax Number: 2123548113

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

Phone: 212-819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent and Trademark Department

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1179234-0012
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	11/29/2012

Total Attachments: 6

source=IX.C.05 - US - Studio IP Holdings, Barclays#page1.tif
source=IX.C.05 - US - Studio IP Holdings, Barclays#page2.tif
source=IX.C.05 - US - Studio IP Holdings, Barclays#page3.tif
source=IX.C.05 - US - Studio IP Holdings, Barclays#page4.tif
source=IX.C.05 - US - Studio IP Holdings, Barclays#page5.tif
source=IX.C.05 - US - Studio IP Holdings, Barclays#page6.tif

TRADEMARK SECURITY INTEREST RELEASE

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release"), effective as of November 29, 2012, is granted by Barclays Bank PLC, as Administrative Agent, a United Kingdom Public Limited Company ("Grantee"), having a place of business at 1 Churchill Place, London, E14 5HP, England, to Studio IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Suite 153, Wilmington, Delaware 19803, ("Grantor"), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Revolving Credit Agreement, dated as of November 22, 2011 (as amended, restated, modified and/or supplemented through the date hereof, the "Credit Agreement"), among Iconix Brand Group, Inc., a Delaware corporation, the several lenders from time to time parties thereto, Barclays Capital, Goldman Sachs Bank USA and GE Capital Markets, Inc., as joint lead arrangers and bookrunners, 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, Grantor has heretofore granted to the Grantee a security interest in (i) all of the Grantor's right, title and interest in, to and under the Trademarks, including without limitation the United States trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, the "Trademark Collateral"), which security interest was recorded at Reel 4667, Frames 0182; 0163, 0202, 0449, 0582, 0467 in the United States Patent and Trademark Office; and

WHEREAS, the Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to Grantor and to dissolve any and all security interests, liens and encumbrances on or relating to the Trademark Collateral.

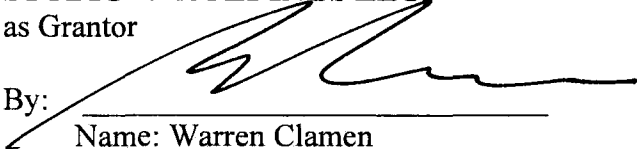
NOW, THEREFORE, for good and valuable consideration, Grantee hereby releases, discharges, quit claims and relinquishes unto Grantor its security interest in and lien on any and all right, title and interest in the Trademark Collateral and does hereby assign to Grantor any right, title, and interest in the Trademark Collateral that Grantee may possess. All capitalized terms used but not defined in this Release shall have the meanings ascribed to them in the Credit Agreement.

IN TESTIMONY WHEREOF, the parties have caused this Release to be duly executed by its duly authorized officer on the date set forth above.

BARCLAYS BANK PLC,
as Grantee

By: _____
Name:
Title:

STUDIO IP HOLDINGS LLC,
as Grantor

By:  _____
Name: Warren Clamen
Title: President and Treasurer

Signature page to Trademark Security Interest Releases US - Studio IP Holdings and Barclays

IN TESTIMONY WHEREOF, the parties have caused this Release to be duly executed by its duly authorized officer on the date set forth above.

BARCLAYS BANK PLC,

as Grantee

By: 

Name:

RITAM BHALLA

Title:

DIRECTOR

STUDIO IP HOLDINGS LLC,

as Grantor

By: _____

Name: Warren Clamen

Title: President and Treasurer

Signature page to Trademark Security Interest Releases US - Studio IP Holdings and Barclays

SCHEDULE A

Trademarks and Trademark Applications

Owner	Trademark	Application No.	Registration No.
Studio IP Holdings LLC	DRI-STAR	76162659	2691476
Studio IP Holdings LLC	MICROCELL	77357341	3480031
Studio IP Holdings LLC	S STARTER	75120113	2179091
Studio IP Holdings LLC	S	76226880	2948512
Studio IP Holdings LLC	STARTER S	76227783	2948513
Studio IP Holdings LLC	A S	76977395	2949394
Studio IP Holdings LLC	Design	76559652	2977850
Studio IP Holdings LLC	STARTER	76226894	2989907
Studio IP Holdings LLC	NEVER STOP	77565909	N/A
Studio IP Holdings LLC	RUGGED TERRAIN STARTER	74428320	3018828
Studio IP Holdings LLC	S (& Design)	76060681	2851159
Studio IP Holdings LLC	S (& Design)	73712797	1614937
Studio IP Holdings LLC	S (& Design)	76060682	2553955
Studio IP Holdings LLC	S (& Design)	73319752	1210630
Studio IP Holdings LLC	S STARTER	74468405	3036990
Studio IP Holdings LLC	S STARTER (Star and Stripe Design)	77911221	3872452
Studio IP Holdings LLC	S STARTER	75181015	2070084
Studio IP Holdings LLC	S STARTER	75187874	2105473
Studio IP Holdings LLC	S STARTER	76060679	2847787
Studio IP Holdings LLC	STAR FLEX	76977547	3002455
Studio IP Holdings LLC	STAR-FIT	76492306	3004719
Studio IP Holdings LLC	STAR-GUARD	76535535	3004771
Studio IP Holdings LLC	STAR-MAX	78378972	3015011
Studio IP Holdings LLC	STARTER	76622385	3405885
Studio IP Holdings LLC	STARTER	73712408	1508324
Studio IP Holdings LLC	STARTER	74730553	2041401
Studio IP Holdings LLC	STARTER	74374975	1896998
Studio IP Holdings LLC	STARTER	73256999	1175308
Studio IP Holdings LLC	STARTER	76323458	2971216
Studio IP Holdings LLC	STARTER	77288814	3414481
Studio IP Holdings LLC	STARTER	78863589	3687595
Studio IP Holdings LLC	STARTER	76060683	2851160
Studio IP Holdings LLC	STARTER O-FLEX	76620120	3373419
Studio IP Holdings LLC	STARTER S	73650716	1478788
Studio IP Holdings LLC	THERMA-STAR	78218263	2960844
Studio IP Holdings LLC	DANCE FRANCE (Stylized)	73427720	1297710
Studio IP Holdings LLC	DANSKIN & Device	73305677	1194476
Studio IP Holdings LLC	DANSKIN	72199973	0859730
Studio IP Holdings LLC	CLIPPER MIST	72345964	0938911
Studio IP Holdings LLC	Design Only (Danskin Now Dancer)	78443715	3154882
Studio IP Holdings LLC	(Device Only)	78443711	2992283

Owner	Trademark	Application No.	Registration No.
Studio IP Holdings LLC	(Device Only)	78443710	3101838
Studio IP Holdings LLC	(Device Only)	78443704	3412652
Studio IP Holdings LLC	DANSKIN NOW	78443686	2994891
Studio IP Holdings LLC	DANSKIN NOW	78443684	3088610
Studio IP Holdings LLC	DANSKIN NOW	78443681	3088609
Studio IP Holdings LLC	DANSKIN NOW	78443680	3410312
Studio IP Holdings LLC	DANSKIN PLUS	75069602	2052400
Studio IP Holdings LLC	FREESTYLE	73382808	1313524
Studio IP Holdings LLC	DANCE FRANCE	73360112	1250445
Studio IP Holdings LLC	(Device Only)	73346834	1248430
Studio IP Holdings LLC	DANSKIN Plus Ballerina Design	73307046	1210609
Studio IP Holdings LLC	DANSKIN	72108031	0772356
Studio IP Holdings LLC	NOW	78443700	3419791
Studio IP Holdings LLC	NOW	78443692	3419790
Studio IP Holdings LLC	Device Only	77624764	3646736
Studio IP Holdings LLC	DANSKIN	75042587	2017878
Studio IP Holdings LLC	9 IX ROCA RW WEAR and Design	77354742	3603772
Studio IP Holdings LLC	I WILL NOT LOSE	77585045	4102688
Studio IP Holdings LLC	I WILL NOT LOSE	78787345	3201223
Studio IP Holdings LLC	IT'S NOT WHERE YOU'RE FROM, BUT WHAT YOU ROC!	77239955	3391684
Studio IP Holdings LLC	R	78683661	3288813
Studio IP Holdings LLC	R	78895985	3393326
Studio IP Holdings LLC	R	78683689	3288814
Studio IP Holdings LLC	R	76637577	3170436
Studio IP Holdings LLC	R (stylized)	85376342	N/A
Studio IP Holdings LLC	R	76637576	3337647
Studio IP Holdings LLC	R(anniversary design)	77707869	3698735
Studio IP Holdings LLC	R+	77382943	3603898
Studio IP Holdings LLC	ROC	77979085	N/A
Studio IP Holdings LLC	ROC	77225034	N/A
Studio IP Holdings LLC	ROC	78562436	3060218
Studio IP Holdings LLC	ROCA RW WEAR	76301741	2780202
Studio IP Holdings LLC	ROCA RW WEAR	76023483	3007571
Studio IP Holdings LLC	ROCA RW WEAR	76612241	3012787
Studio IP Holdings LLC	ROCA RW WEAR	77077235	3537673
Studio IP Holdings LLC	ROCA RW WEAR	76620454	3233986
Studio IP Holdings LLC	ROCA WEAR RW	76552369	3216113
Studio IP Holdings LLC	ROCAWEAR	85232064	4015973
Studio IP Holdings LLC	ROCAWEAR	75676741	2434124
Studio IP Holdings LLC	ROCAWEAR	78894136	3309787
Studio IP Holdings LLC	ROCAWEAR	85372204	N/A
Studio IP Holdings LLC	ROCAWEAR	78895554	3309791
Studio IP Holdings LLC	ROCAWEAR	78895515	3393323
Studio IP Holdings LLC	ROCAWEAR	76198637	2681721
Studio IP Holdings LLC	ROCAWEAR	85376311	4195800

Owner	Trademark	Application No.	Registration No.
Studio IP Holdings LLC	ROCAWEAR	85372158	4119716
Studio IP Holdings LLC	RW	76465490	2781618
Studio IP Holdings LLC	RW	85423383	4125604
Studio IP Holdings LLC	RW	85429224	N/A
Studio IP Holdings LLC	SLEEP RW SEXY	78896314	3327806
Studio IP Holdings LLC	T TEAMROC	85156028	N/A
Studio IP Holdings LLC	TEAM ROC	85351857	N/A
Studio IP Holdings LLC	TEAM ROC	85351934	N/A
Studio IP Holdings LLC	TEAM ROC	85351977	N/A
Studio IP Holdings LLC	TEAM ROC	85353215	N/A
Studio IP Holdings LLC	TEAM ROC	85327169	N/A
Studio IP Holdings LLC	TEAM ROC	85353233	N/A
Studio IP Holdings LLC	TEAM ROC	75674783	3220358
Studio IP Holdings LLC	WE RUN THE STRIP	78824046	3180987
Studio IP Holdings LLC	ROCAWEAR EVOLUTION	85455965	N/A
Studio IP Holdings LLC	TR TEAM ROC	76566008	2977920
Studio IP Holdings LLC	G and Design	78574222	3111503
Studio IP Holdings LLC	SUN 'N SHADE	75648293	2376153
Studio IP Holdings LLC	VILLAGE	73776802	1576438
Studio IP Holdings LLC	VILLAGE	85327453	N/A
Studio IP Holdings LLC	WAVERLY	75979954	2445276
Studio IP Holdings LLC	WAVERLY	74675462	2011559
Studio IP Holdings LLC	WAVERLY	72095856	0709694
Studio IP Holdings LLC	WAVERLY	85002895	3959493
Studio IP Holdings LLC	WAVERLY	85041589	N/A
Studio IP Holdings LLC	WAVERLY	85048065	N/A
Studio IP Holdings LLC	WAVERLY	74215184	1756996
Studio IP Holdings LLC	WAVERLY	85068498	4039394
Studio IP Holdings LLC	WAVERLY	75541752	2340120
Studio IP Holdings LLC	WAVERLY	75268278	2222219
Studio IP Holdings LLC	WAVERLY	75399406	2231912
Studio IP Holdings LLC	WAVERLY	85427366	N/A
Studio IP Holdings LLC	WAVERLY DESIGNER SERIES	74106506	1663475
Studio IP Holdings LLC	GRAMERCY	85327278	N/A
Studio IP Holdings LLC	WAVERLY	71100693	0128949
Studio IP Holdings LLC	GRAMERCY	73776942	1622953
Studio IP Holdings LLC	VILLAGE	74048793	1657547
Studio IP Holdings LLC	W DS	74105455	1657462
Studio IP Holdings LLC	WAVERLY	75980134	2456743
Studio IP Holdings LLC	GRAMERCY	76150913	2485318
Studio IP Holdings LLC	GARDEN ROOM	75910719	2616366