

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IP Holdings LLC		11/29/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Icon DE Brand Holdings Corp.
Street Address:	103 Foulk Road, Suite 202
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Serial Number:	85334959	LET ME B.
Serial Number:	85152477	BONGO
Serial Number:	78748656	BONGO
Serial Number:	78748540	BONGO
Serial Number:	78748637	BONGO
Serial Number:	78748562	BONGO
Serial Number:	78748519	BONGO
Serial Number:	76466450	BONGO
Serial Number:	76466456	BONGO
Serial Number:	76140442	BONGO
Serial Number:	75217000	BONGO
Serial Number:	74684172	BONGO
Serial Number:	74507927	BONGO
Serial Number:	73488887	BONGO

OP \$2465.00 85334959

TRADEMARK

Serial Number:	85411587	CANDIE'S
Serial Number:	77271737	CANDIE'S LUXE
Serial Number:	78533826	CANDIE'S
Serial Number:	78533843	CANDIE'S
Serial Number:	78533734	CANDIE'S
Serial Number:	78533872	CANDIE'S
Serial Number:	78533811	CANDIE'S
Serial Number:	76159600	CANDIE'S
Serial Number:	75704302	CANDIE'S
Serial Number:	73541329	CANDIE'S
Serial Number:	73423155	CANDIE'S
Serial Number:	73379150	C
Serial Number:	73335244	CANDIE'S
Serial Number:	73335241	CANDIE'S
Serial Number:	73335242	CANDIE'S
Serial Number:	73312796	CANDIE'S
Serial Number:	73306783	CANDIE'S
Serial Number:	73213391	CANDIE'S
Serial Number:	73206403	CANDIE'S
Serial Number:	73155005	CANDIE'S
Serial Number:	76067132	CANDIE'S
Serial Number:	85667954	
Serial Number:	85668044	
Serial Number:	77964847	
Serial Number:	77656308	JOE BOXER
Serial Number:	78793935	JOE BOXER
Serial Number:	78794007	
Serial Number:	78566457	SWEET DREAMER
Serial Number:	78259932	
Serial Number:	76420544	
Serial Number:	78119367	
Serial Number:	78119355	
Serial Number:	78119359	
Serial Number:	75673039	JOE BOXER
Serial Number:	75504735	

	75021762	
Serial Number:	75021719	
Serial Number:	74652798	JOE BOXER
Serial Number:	74553989	JOE BOXER
Serial Number:	74219186	JOE BOXER
Serial Number:	73562051	JOE BOXER
Serial Number:	78763759	WARMING TRENDS
Serial Number:	78612991	
Serial Number:	78566448	UNDERWEAR FOR YOUR BED
Serial Number:	73815854	JOE BOXER
Serial Number:	77646309	LONDON FOG
Serial Number:	77391450	WEATHER OR NOT
Serial Number:	78718807	LONDON FOG
Serial Number:	74118517	LONDON FOG
Serial Number:	73517404	LONDON FOG
Serial Number:	73445891	
Serial Number:	73444521	LONDON FOG
Serial Number:	73437469	LONDON FOG
Serial Number:	73371208	LONDON FOG
Serial Number:	73371210	
Serial Number:	73140047	LONDON FOG
Serial Number:	72273967	LONDON FOG
Serial Number:	77391494	WEATHER OR NOT
Serial Number:	85515175	MUDD
Serial Number:	77678963	MUDD
Serial Number:	78535737	LOVE PEACE HAPPINESS
Serial Number:	75737361	MUDD
Serial Number:	75981397	MUDD
Serial Number:	75225807	
Serial Number:	74639009	MUDD
Serial Number:	78505479	MUDD LOVE PEACE HAPPINESS
Serial Number:	78505413	MUDD
Serial Number:	78482392	MUDD LOVE PEACE HAPPINESS
Serial Number:	78482398	MUDD
Serial Number:	76398679	

	76243600	MUDD
Serial Number:	85697434	RAMPAGE
Serial Number:	85124245	RAMPAGE
Serial Number:	85065431	RAMPAGE
Serial Number:	78467153	RMPG RAMPAGE MEN
Serial Number:	75519556	RAMPAGE
Serial Number:	75006229	RAMPAGE
Serial Number:	74801458	RAMPAGE
Serial Number:	75975568	RAMPAGE
Serial Number:	74103303	RAMPAGE
Serial Number:	72389814	RAMPAGE
Serial Number:	77927940	RIOT! BY RAMPAGE
Serial Number:	78366772	
Serial Number:	74454859	CDC

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: 9
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page1.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page2.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page3.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page4.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page5.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page6.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page7.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page8.tif
source=II.D.02 - CA Trademarks IP Holdings and DE Holdings#page9.tif

TRADEMARK

CONFIRMATION OF TRADEMARK ASSIGNMENT

THIS CONFIRMATION OF ASSIGNMENT OF TRADEMARKS, dated as of November 29, 2012 (this "Assignment"), is made by IP Holdings LLC, a Delaware limited liability company ("Assignor"), having a place of business at 103 Foulk Road, Suite 116, Wilmington, Delaware 19803, in favor of Icon DE Brand Holdings Corp., a Delaware corporation ("Assignee"), having a place of business at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Contribution Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor owns the entire right, title and interest in, to and under the registered trademarks and trademark applications listed on Schedule A (the "Marks");

WHEREAS, Assignor and Assignee have entered into the Icon DE Brand Holdings Corp. Contribution Agreement, dated as of November 29, 2012 (the "Contribution Agreement"), and incorporated herein by reference, pursuant to which Assignor has assigned certain assets to Assignee, including the Marks listed on Schedule A attached hereto, on the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby confirms that it has sold, granted, conveyed, assigned, and set over unto Assignee, its successors, legal representatives, and assigns, on an exclusive basis all of its right, title and interest in and to the Marks set forth in Schedule A attached hereto and made apart hereof, including the goodwill of the businesses with which the Marks are associated, and to all of the assets, properties, contracts, rights and obligations relating thereto, including without limitation, any renewals and/or extensions thereof, for all territories of the world in perpetuity, and further including all income, royalties, and damages now and hereafter due and/or payable to Assignee, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world. The parties agree that the terms and conditions of this Assignment, including this Section 1, are more fully set forth in the Contribution Agreement, the terms and conditions which are incorporated herein.

2. Assignor hereby authorizes and requests the Register of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, with respect to the Marks in accordance with the terms of this instrument.

3. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend,

register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Marks, including all documents necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

5. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

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

IP HOLDINGS LLC,
as Assignor

By: 

Name: Warren Clamen
Title: President

ICON DE BRAND HOLDINGS CORP.,
as Assignee

By: 

Name: Warren Clamen
Title: Vice President and Treasurer

Signature Page to Confirmation of Assignment of US Trademarks between IP Holdings and DE Holdings

SCHEDULE A

Registered Trademarks and Trademark Applications

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
U.S.	LET ME B.	IP Holdings LLC	6/1/2011	85334959	N/A	N/A	Allowed	25
U.S.	BONGO	IP Holdings LLC	10/14/2010	85152477	N/A	N/A	Allowed	9
U.S.	BONGO	IP Holdings LLC	11/7/2005	78748656	11/13/2007	3336610	Registered	25
U.S.	BONGO	IP Holdings LLC	11/7/2005	78748540	6/8/2012	3801203	Registered	9
U.S.	BONGO	IP Holdings LLC	11/7/2005	78748637	12/18/2007	3357471	Registered	18
U.S.	BONGO	IP Holdings LLC	11/7/2005	78748562	12/25/2007	3360600	Registered	14
U.S.	BONGO	IP Holdings LLC	11/7/2005	78748519	12/25/2007	3360598	Registered	3
U.S.	BONGO	IP Holdings LLC	11/13/2002	76466450	1/25/2005	2921201	Registered	14
U.S.	BONGO	IP Holdings LLC	11/13/2002	76466456	7/27/2004	2867517	Registered	25
U.S.	BONGO	IP Holdings LLC	10/5/2000	76140442	6/4/2002	2575543	Registered	9
U.S.	BONGO	IP Holdings LLC	12/23/1996	75217000	11/17/1998	2204391	Registered	18
U.S.	BONGO	IP Holdings LLC	6/5/1995	74684172	3/5/1996	1960546	Registered	18
U.S.	BONGO	IP Holdings LLC	4/1/1994	74507927	5/14/1996	1974123	Registered	25
U.S.	BONGO	IP Holdings LLC	7/9/1984	73488887	4/16/1985	1331004	Registered	25
U.S.	CANDIE'S	IP Holdings LLC	8/31/2011	85411587	N/A	N/A	ALLOWED	14
U.S.	CANDIE'S LUXE	IP Holdings LLC	9/5/2007	77271737	10/14/2008	3517709	Registered	3
U.S.	CANDIE'S	IP	12/16/2004	78533826	6/26/2007	3256933	Registered	24

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		Holdings LLC						
U.S.	CANDIE'S	IP Holdings LLC	12/16/2004	78533843	6/26/2007	3256934	Registered	25
U.S.	CANDIE'S	IP Holdings LLC	12/16/2004	78533734	6/26/2007	3256932	Registered	3
U.S.	CANDIE'S	IP Holdings LLC	12/16/2004	78533872	11/13/2007	3336040	Registered	27
U.S.	CANDIE'S	IP Holdings LLC	12/16/2004	78533811	12/11/2007	3353318	Registered	21
U.S.	CANDIE'S (STYLIZED)	IP Holdings LLC	11/6/2000	76159600	9/13/2005	2993562	Registered	9
U.S.	CANDIE'S	IP Holdings LLC	5/13/1999	75704302	10/2/2001	2494814	Registered	14
U.S.	CANDIE'S	IP Holdings LLC	6/4/1985	73541329	1/14/1986	1378107	Registered	18
U.S.	CANDIE'S	IP Holdings LLC	4/25/1983	73423155	8/21/1984	1291227	Registered	25
U.S.	C	IP Holdings LLC	8/9/1982	73379150	8/13/1985	1354168	Registered	25
U.S.	CANDIE'S (STYLIZED)	IP Holdings LLC	11/2/1981	73335244	11/23/1982	1217393	Registered	9
U.S.	CANDIE'S (STYLIZED)	IP Holdings LLC	11/2/1981	73335241	10/25/1983	1255032	Registered	3
U.S.	CANDIE'S (STYLIZED)	IP Holdings LLC	11/2/1981	73335242	5/31/1983	1240430	Registered	25
U.S.	CANDIE'S	IP Holdings LLC	6/1/1981	73312796	6/15/1982	1197875	Registered	16
U.S.	CANDIE'S	IP Holdings LLC	4/21/1981	73306783	6/29/1982	1199658	Registered	25
U.S.	CANDIE'S (STYLIZED)	IP Holdings LLC	4/27/1979	73213391	8/31/1982	1206758	Registered	25
U.S.	CANDIE'S (STYLIZED)	IP Holdings LLC	3/7/1979	73206403	5/19/1981	1154885	Registered	18, 25
U.S.	CANDIE'S	IP Holdings LLC	1/11/1978	73155005	6/9/1981	1157373	Registered	25

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
U.S.	CANDIE'S	IP Holdings LLC	6/8/2000	76067132	8/26/2003	2754867	Registered	35
U.S.	LLICKY LOGO WITHOUT CIRCLE	IP Holdings LLC	7/3/2012	85667954	N/A	N/A	Pending	25
U.S.	WINKY LOGO WITHOUT CIRCLE	IP Holdings LLC	7/3/2012	85668044	N/A	N/A	PENDING	25
U.S.	WINKY LOGO WITOUT CIRCLE	IP Holdings LLC	3/22/2010	77964847	10/5/2010	3856778	Registered	24
U.S.	JOE BOXER	IP Holdings LLC	1/26/2009	77656308	7/21/2009	3657997	Registered	18
U.S.	JOE BOXER	IP Holdings LLC	1/18/2006	78793935	12/5/2006	3180652	Registered	35
U.S.	LICKY LOGO	IP Holdings LLC	1/18/2006	78794007	12/5/2006	3180656	Registered	35
U.S.	SWEET DREAMER	IP Holdings LLC	2/14/2005	78566457	10/17/2006	3156402	Registered	20
U.S.	WINKY LOGO WITOUT CIRCLE	IP Holdings LLC	6/9/2003	78259932	4/13/2004	2832142	Registered	25
U.S.	Licky Logo and Boxer Short Design	IP Holdings LLC	6/13/2002	76420544	10/21/2003	2774852	Registered	25
U.S.	LICKY LOGO	IP Holdings LLC	4/3/2002	78119367	7/8/2003	2735699	Registered	25
U.S.	LICKY LOGO	IP Holdings LLC	4/3/2002	78119355	N/A	N/A	Allowed	18
U.S.	LICKY LOGO	IP Holdings LLC	4/3/2002	78119359	N/A	N/A	Allowed	20
U.S.	JOE BOXER	IP Holdings LLC	4/1/1999	75673039	1/2/2001	2418337	Registered	25
U.S.	LICKY LOGO	IP Holdings LLC	6/18/1998	75504735	8/6/2002	2605095	Registered	24
U.S.	LICKY LOGO	IP Holdings LLC	11/17/1995	75021762	1/7/1997	2028591	Registered	14
U.S.	LICKY LOGO	IP Holdings LLC	11/17/1995	75021719	3/4/1997	2041783	Registered	25
U.S.	JOE BOXER	IP Holdings	3/29/1995	74652798	5/13/1997	2060335	Registered	42

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		LLC						
U.S.	JOE BOXER	IP Holdings LLC	7/26/1994	74553989	7/2/1996	1984619	Registered	14
U.S.	JOE BOXER	IP Holdings LLC	11/5/1991	74219186	10/26/1993	1801580	Registered	24
U.S.	JOE BOXER	IP Holdings LLC	10/7/1985	73562051	7/1/1986	1399568	Registered	25
U.S.	WARMING TRENDS	IP Holdings LLC	11/30/2005	78763759	10/31/2006	3165160	Registered	25
U.S.	WINKY LOGO WITHOUT CIRCLE	IP Holdings LLC	4/20/2005	78612991	10/24/2006	3161821	Registered	9
U.S.	UNDERWEAR FOR YOUR BED	IP Holdings LLC	2/14/2005	78566448	2/13/2007	3207397	Registered	24
U.S.	JOE BOXER	IP Holdings LLC	7/31/1989	73815854	3/6/1990	1585824	Registered	25
U.S.	LONDON FOG	IP Holdings LLC	1/9/2009	77646309	N/A	N/A	Allowed	30, 33
U.S.	WEATHER OR NOT	IP Holdings LLC	2/7/2008	77391450	4/14/2009	3607190	Registered	18
U.S.	LONDON FOG	IP Holdings LLC	9/22/2005	78718807	10/13/2009	3697166	Registered	24
U.S.	LONDON FOG	IP Holdings LLC	11/23/1990	74118517	12/24/1991	1669256	Registered	9
U.S.	LONDON FOG & Old Tower [in Square] Design	IP Holdings LLC	1/14/1985	73517404	10/8/1985	1364497	Registered	18
U.S.	(Tower Design)	IP Holdings LLC	9/29/1983	73445891	5/21/1985	1336677	Registered	18, 25
U.S.	LONDON FOG	IP Holdings LLC	9/19/1983	73444521	7/30/1985	1351765	Registered	25
U.S.	LONDON FOG & Old Tower [in Square] Design	IP Holdings LLC	8/1/1983	73437469	11/13/1984	1304805	Registered	9
U.S.	LONDON FOG	IP Holdings LLC	6/23/1982	73371208	7/19/1983	1245840	Registered	18
U.S.	Tower Design	IP Holdings LLC	6/23/1982	73371210	7/19/1983	1245842	Registered	18
U.S.	LONDON FOG	IP	9/6/1977	73140047	2/28/1978	1086519	Registered	25

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		Holdings LLC						
U.S.	LONDON FOG	IP Holdings LLC	6/15/1967	72273967	6/25/1968	0851508	Registered	18
U.S.	WEATHER OR NOT	IP Holdings LLC	2/7/2008	77391494	N/A	N/A	Allowed	24
U.S.	MUDD	IP Holdings LLC	1/12/2012	85515175	N/A	N/A	PENDING	18
U.S.	MUDD	IP Holdings LLC	2/26/2009	77678963	5/15/2012	4142970	Registered	18, 25
U.S.	LOVE PEACE HAPPINESS	IP Holdings LLC	12/20/2004	78535737	4/3/2007	3225678	Registered	14, 18, 25
U.S.	MUDD (Stylized)	IP Holdings LLC	6/25/1999	75737361	10/24/2000	2397457	Registered	9, 14, 18, 25
U.S.	MUDD	IP Holdings LLC	12/23/1997	75981397	2/5/2002	2537262	Registered	9, 14, 18, 25, 26
U.S.	Pocket Stitching (Diamond)	IP Holdings LLC	1/15/1997	75225807	9/9/1997	2096191	Registered	25
U.S.	MUDD	IP Holdings LLC	2/27/1995	74639009	8/6/1996	1992148	Registered	25
U.S.	MUDD LOVE PEACE HAPPINESS (and Heart Design)	IP Holdings LLC	10/25/2004	78505479	4/3/2007	3225649	Registered	14, 18
U.S.	MUDD (and Heart Design)	IP Holdings LLC	10/25/2004	78505413	4/3/2007	3225648	Registered	14, 18
U.S.	MUDD LOVE PEACE HAPPINESS (and Heart Design)	IP Holdings LLC	9/13/2004	78482392	4/10/2007	3228512	Registered	25
U.S.	MUDD (and Heart Design)	IP Holdings LLC	9/13/2004	78482398	4/10/2007	3228513	Registered	25
U.S.	design	IP Holdings LLC	4/22/2002	76398679	5/16/2006	3093521	Registered	16
U.S.	MUDD	IP Holdings LLC	4/18/2001	76243600	5/9/2006	3090555	Registered	16
U.S.	RAMPAGE	IP Holdings LLC	8/7/2012	85697434	N/A	N/A	Pending	8
U.S.	RAMPAGE	IP	9/7/2010	85124245	6/19/2012	4161787	Registered	20, 24

Jurisdiction	Mark	Owner	Application Date	Application No.	Registration Date	Registration No.	Status	Class(es)
		Holdings LLC						
U.S.	RAMPAGE	IP Holdings LLC	6/17/2010	85065431	9/4/2012	4202829	Registered	18, 25
U.S.	RMPG RAMPAGE MEN	IP Holdings LLC	8/13/2004	78467153	7/10/2007	3262037	Registered	25
U.S.	RAMPAGE	IP Holdings LLC	7/15/1998	75519556	7/11/2000	2366977	Registered	25
U.S.	RAMPAGE	IP Holdings LLC	10/16/1995	75006229	7/29/1997	2084725	Registered	42
U.S.	RAMPAGE	IP Holdings LLC	9/18/1992	74801458	4/6/1999	2236979	Registered	9, 18
U.S.	RAMPAGE	IP Holdings LLC	9/18/1992	75975568	5/13/1997	2062351	Registered	14, 25
U.S.	RAMPAGE	IP Holdings LLC	10/5/1990	74103303	4/6/1993	1762936	Registered	25
U.S.	RAMPAGE	IP Holdings LLC	4/21/1971	72389814	6/20/1972	0936136	Registered	25
U.S.	RIOT! BY RAMPAGE	IP Holdings LLC	2/4/2010	77927940	N/A	N/A	SUSPENDED	25
U.S.	design	IP Holdings LLC	2/12/2004	78366772	2/1/2005	2923431	Registered	25
U.S.	CDC	IP Holdings LLC	11/8/1993	74454859	10/11/1994	1857761	Registered	25