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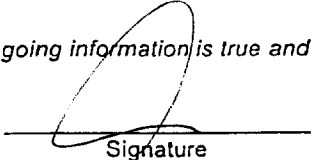
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Candie's, Inc. 8-26-02 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>IP Holdings LLC</u> Internal Address: _____ Street Address: <u>103 Foulk Road</u> City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19803</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>08/20/2002</u>	

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____
 A. Patent Application No.(s) _____ B. Patent No.(s) D460,852
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Howard N. Aronson, Esq.</u> Internal Address: <u>Lackebach Siegel LLP</u> Street Address: <u>Lackebach Siegel Bldg</u> <u>One Chase Road</u> City: <u>Scarsdale</u> State: <u>NY</u> Zip: <u>10583</u>	6. Total number of applications and patents involved: <input type="checkbox"/> 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)
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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
HOWARD N. ARONSON  8-23-2002
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and documents: 5

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Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT ASSIGNMENT

This Assignment is made between Candie's Inc., a Delaware corporation, ("Assignor"), and IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 ("Assignee").

WHEREAS, Assignor is the owner of the invention for which U.S. Design Patent No. D460,852 has been granted (the "Patent"); and

WHEREAS, Assignee is desirous of acquiring the Patent;

WHEREAS, pursuant to the terms of a certain Capital Contribution Agreement between Assignor and Assignee, of even date herewith (the "Contribution Agreement") Assignor has agreed to assign all its right, title and interest in and to the Patent;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all right, title and interest in and to: (i) the Patent, including all contracts, rights and obligations relating thereto, (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner of Patents of the United States Patent and Trademark Office to transfer title and all rights to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment,

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the Patent known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States and in jurisdictions outside the United States or in connection with any litigation involving the Patent.

Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred.

Assignor and Assignee further agree that while it is their express intent that the conveyance of the Patents as provided in the Contribution Agreement and herein be treated as a sale of property by Assignor to Assignee, in the event that the Patents in any country are held by a court in such country to continue to be property of the Assignor and the payment for the Copyrights as provided for in the Contribution Agreement and herein is held to be a loan to Assignor by Assignee, or for any reason the absolute transfer of the Patents is not respected by a court in such country, then: (a) this Assignment shall also be deemed in the territory of such country to be a security agreement within the meaning of the applicable Uniform Commercial

Code or applicable statute of such country; and (b) the transfer of Patents provided for in the Contribution Agreement and herein shall then be deemed to be a grant to the Assignee by the Assignor of a security interest in, and the Assignor shall be deemed to have hereby granted to the Assignee a security interest in, all of Assignor's right, title and interest in and to the Patents in such country and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, instruments, securities or other property. Any pledge or assignment of the interest of the Assignee shall also be deemed to be a pledge or assignment of any security interest created hereby.

Assignor does hereby acknowledge and affirm that the rights and remedies of Assignee with respect to the foregoing contingent security interest in the Patent made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which (including the remedies provided for therein) are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Contribution Agreement.

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