

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Patent Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Pillowtex Holdings and Management LLC	11/29/2012
RECEIVING PARTY DATA	
Name:	Iconix Brand Group, Inc.
Street Address:	1450 Broadway, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	07759393
Application Number:	08519964
Application Number:	08672053
Application Number:	08397328
Application Number:	29074250
Application Number:	29084376
Application Number:	29097514
CORRESPONDENCE DATA	
Fax Number:	2123548113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

OP \$280.00 07759393

ATTORNEY DOCKET NUMBER:	1179234-0012
NAME OF SUBMITTER:	Andrew Fessak
<b>Total Attachments: 5</b> source=IV.B.03 - CA Patents Pillowtex HM and Iconix#page1.tif source=IV.B.03 - CA Patents Pillowtex HM and Iconix#page2.tif source=IV.B.03 - CA Patents Pillowtex HM and Iconix#page3.tif source=IV.B.03 - CA Patents Pillowtex HM and Iconix#page4.tif source=IV.B.03 - CA Patents Pillowtex HM and Iconix#page5.tif	

## **CONFIRMATION OF PATENT ASSIGNMENT**

THIS CONFIRMATION OF ASSIGNMENT OF PATENTS, dated as of November 29, 2012 (this "Assignment"), is made by Pillowtex Holdings and Management LLC, a Delaware limited liability company ("Assignor"), having a place of business at 1450 Broadway, 3<sup>rd</sup> Floor, New York, NY 10018, in favor of Iconix Brand Group, Inc., a Delaware corporation ("Assignee"), having a place of business at 1450 Broadway, 3<sup>rd</sup> Floor, New York, New York 10018. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Assignment 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 patents and patent applications listed on Schedule A (the "Patents");

WHEREAS, Assignor and Assignee have entered into an Assignment of IP and License Agreements, dated as of November 29, 2012 (the "Assignment Agreement"), and incorporated herein by reference, pursuant to which Assignor has assigned certain assets to Assignee, including the Patents 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 Patents set forth in Schedule A attached hereto and made apart hereof, 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 Assignment 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 patents 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 Patents 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 Patents, including all documents necessary to register in the name of Assignee the assignment of the Patents with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate patent 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.

**PILLOWTEX HOLDINGS AND  
MANAGEMENT LLC,**  
as Assignor

By: 

Name: Warren Clamen

Title: President and Treasurer

**ICONIX BRAND GROUP, INC.,**  
as Assignee

By: \_\_\_\_\_

Name: Andrew Tarshis

Title: Executive Vice President and  
General Counsel

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

**PILLOWTEX HOLDINGS AND  
MANAGEMENT LLC,**  
as Assignor

By: \_\_\_\_\_  
Name: Warren Clamen  
Title: President and Treasurer

**ICONIX BRAND GROUP, INC.,**  
as Assignee

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

## **SCHEDULE A**

### **Patents and Patent Applications**

<b>Patent Description</b>	<b>Owner</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Issue Date</b>
EXPANDABLE SKIRT MATTRESS COVER	Pillowtex Holdings and Management LLC	07759393	9/13/1991	5127115	7/7/1992
DOUBLE HEM APPARATUS AND METHOD	Pillowtex Holdings and Management LLC	08519964	8/28/1995	5579707	12/3/1996
TERRY FABRIC WITH INCREASED RATE OF ABSORBENCY AND METHOD OF FORMING SAME	Pillowtex Holdings and Management LLC	08672053	6/26/1996	5667865	9/16/1997
MATTRESS COVER WITH INELASTICALLY STRETCHABLE SKIRT	Pillowtex Holdings and Management LLC	08397328	3/2/1995	5636393	6/10/1997
PERSONAL CARE TEXTILE ARTICLE WITH LABEL	Pillowtex Holdings and Management LLC	29074250	8/1/1997	D396596	8/4/1998
PACKAGING STRUCTURE FOR A TEXTILE ARTICLE	Pillowtex Holdings and Management LLC	29084376	3/2/1998	D421568	3/14/2000
PERSONAL CARE TEXTILE ARTICLE WITH LABEL	Pillowtex Holdings and Management LLC	29097514	12/8/1998	D424859	5/6/2000