

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Collateral Assignment of Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frederick's of Hollywood, Inc.		01/07/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Agricole Indosuez		
<b>Street Address:</b>	666 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Company: FRANCE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76558777	GET CHEEKY	
Serial Number:	76558775	FREDERICK'S OF HOLLYWOOD	
Registration Number:	2932489	FREDERICK'S OF HOLLYWOOD	
Registration Number:	1502644	AN INTIMATE EXPERIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)778-5188		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2026625188		
<b>Email:</b>	trademarks@cov.com		
<b>Correspondent Name:</b>	Marie A. Lavalleye		
<b>Address Line 1:</b>	1201 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004-2401		
<b>NAME OF SUBMITTER:</b>	Marie A. Lavalleye		
<b>Signature:</b>	/marie a. lavalleye/		

CH \$115.00 76558777

Date:

03/18/2005

**Total Attachments: 10**

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THE INDEBTEDNESS COVERED BY THIS COLLATERAL ASSIGNMENT IS SUBORDINATED TO THE PRIOR PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS (AS DEFINED IN THE REVOLVING INTERCREDITOR AGREEMENT HEREINAFTER REFERRED TO) PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JANUARY 7, 2003 (AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "REVOLVING INTERCREDITOR AGREEMENT"), AMONG FOH HOLDINGS, INC., FREDERICK'S OF HOLLYWOOD, INC., AND THE SUBSIDIARIES OF FREDERICK'S OF HOLLYWOOD, INC. LISTED THEREIN, WELLS FARGO RETAIL FINANCE, LLC, AS AGENT, CRÉDIT AGRICOLE INDOSUEZ, AS AGENT, AND THE SUBORDINATED CREDITORS LISTED THEREIN.

THE INDEBTEDNESS COVERED BY THIS COLLATERAL ASSIGNMENT IS SUBJECT TO THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JANUARY 7, 2003 (AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE TRANCHE A LENDERS (AS DEFINED THEREIN), THE TRANCHE B LENDERS (AS DEFINED THEREIN), THE TRANCHE C LENDERS (AS DEFINED THEREIN) AND CRÉDIT AGRICOLE INDOSUEZ, AS AGENT AND COLLATERAL AGENT. BY ITS ACCEPTANCE OF THIS AGREEMENT, THE HOLDER HEREOF AGREES TO BE BOUND BY THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT TO THE SAME EXTENT THAT THE PARTIES (AS DEFINED THEREIN) ARE BOUND.

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of January 7, 2003 (the "Collateral Assignment"), between Frederick's of Hollywood, Inc., a Delaware Corporation (the "Grantor") and Crédit Agricole Indosuez, as Agent (the "Agent").

#### INTRODUCTION

On the date hereof, the Agent and the Grantor have entered into an Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") pursuant to which the Grantor has granted to the Agent (i) a continuing second priority security interest in and to (and if (1) there shall be no "Obligations" under the Revolving Credit Agreement outstanding and (2) the Revolving Credit Commitments shall have been terminated (together, the "Revolving Credit Termination"), a continuing first priority security interest in and to all of the following now owned or hereafter acquired by the Grantor in favor of the Agent on behalf of the Tranche A Lenders and (ii) a continuing third priority security interest in and to (and (A) if the Revolving Credit Termination shall have occurred, a continuing second priority security interest in and to, (B) if (x) there shall be no Tranche A Secured Obligations outstanding and the Tranche A Term Loan Commitments shall have been terminated (together, the "Tranche A Termination") and (y) the Revolving Credit Termination shall not have occurred, a continuing second priority security interest in and to, and (C) if each of the Tranche A Termination and the Revolving Credit Termination shall have occurred, a continuing first priority security interest in and to all of the following now owned or hereafter acquired by the Grantor in favor of the Agent on behalf of the Tranche B Lenders and the Tranche C Lenders, in addition to all other Collateral of Grantor, to secure the full and punctual payment of the Secured Obligations, as each such term is defined in the IP Security Agreement: (i) all trademarks (including service marks and trade names, whether registered or at

common law), registrations and applications therefor, and the entire product lines and goodwill of the Grantor's business connected therewith and symbolized thereby, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past, present or future infringements or misappropriations thereof, (iv) all rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world (the "Trademarks").

Grantor has adopted, used and is using and owns all right, title and interest in and to, among other things, the trademarks and service marks listed on Exhibit A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office.

Capitalized terms used and not defined herein are defined in the IP Security Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Security Interest in the Trademarks. In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Grantor hereunder and under the Tranche A, Tranche B and Tranche C Term Loan Agreement and the other Credit Documents, the Grantor hereby assigns, sells, transfers, and conveys to the Agent, and grants to the Agent (i) a continuing second priority security interest in and to (and if the Revolving Credit Termination shall have occurred, a continuing first priority security interest in and to) all of the Trademarks on behalf of the Tranche A Lenders and (ii) a continuing third priority security interest in and to (and (A) if the Revolving Credit Termination shall have occurred, a continuing second priority security interest in and to, (B) if (x) if the Tranche A Termination shall have occurred and (y) the Revolving Credit Termination shall not have occurred, a continuing second priority security interest in and to, and (C) if each of the Tranche A Termination and the Revolving Credit Termination shall have occurred, a continuing first priority security interest in and to) all of the Trademarks in favor of the Agent on behalf of the Tranche B Lenders and the Tranche C Lenders.

2. Incorporation of Terms of IP Security Agreement. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Trademarks and the other Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Collateral Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FREDERICK'S OF HOLLYWOOD, INC.

By: *Linda Lake*  
Name: LINDA LAKE  
Title: CEO

CRÉDIT AGRICOLE INDOSUEZ,  
as Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARK  
REEL: 003049 FRAME: 0223


IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FREDERICK'S OF HOLLYWOOD, INC.

By: \_\_\_\_\_  
Name:  
Title:

CRÉDIT AGRICOLE INDOSUEZ,  
as Agent for the Lenders

By:  \_\_\_\_\_  
Name: Jean Flecheux  
Title: First Vice President

By:  \_\_\_\_\_  
Name: Gary Kania  
Title: Vice President

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARK  
REEL: 003049 FRAME: 0224

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS OWNED  
BY FREDERICK'S OF HOLLYWOOD, INC.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
FREDERICK'S (stylized)	664,746	07/22/58	25	Women's and girls' dresses, skirts, blouses, sweaters, coats, jackets, jerseys, petticoats, slacks, shorts, shirts, brassieres, corsets, girdles, foundation garments, slips, half slips, panties, garter belts, stoles, fur coats, fur neck pieces, fur capes, shoes, slippers, suits, hosiery, nightgowns, pajamas, robes, peignoirs, coveralls, house coats, chemises, dusters, swim suits, and playsuits; men's shirts, shorts, coveralls, under shorts, swim suits, jackets, sweaters, suits, and pajamas
FREDERICK'S	1,055,867	01/11/77	3	Perfume, skin lotion, nail enamel, nail polish, cream, and body massage cream
FREDERICK'S	1,058,525	02/08/77	25	Aprons, gowns, lingerie, blouses, boas, bodyshirts, bodysuits, boots, brassieres, briefers, chemises, coats, coveralls, corsets, culottes, dresses, dusters, foundation garments, fur capes, fur coats, fur neck pieces, fur pieces, garter belts, garters, girdles, half slips, hosiery, housecoats, jackets, jerseys, jumpsuits, nightgowns, pajamas, panties, pant sets, pantsuits, panty hose, paste-on bras, peignoir sets, petticoats, playsuits, robes, shirts, shoes, shorts, skirts, slacks, slippers, slips, stoles, suits, sweaters, swimsuits, theatrical clothes, undershorts, and waist cinchers

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
FREDERICK'S	1,052,485	11/09/76	26	Hairpieces and wigs
FREDERICK'S	1,051,548	10/26/76	42	Retail store and mail order services in the fields of clothing, personal items, cosmetics and toiletries
LOVING CUP	1,253,856	10/11/83	25	Brassieres
SHAPE-SUIT	1350717	07/23/85	25	Swim suits
FREDERICK'S OF HOLLYWOOD	1,627,771	12/11/90	42	Retail store and mail order services in the fields of clothing, personal items, cosmetics and toiletries
FREDERICK'S OF HOLLYWOOD	1,674,329	02/04/92	25	Aprons, gowns, lingerie, blouses, boas, bodyshirts, bodysuits, boots, brassieres, briefers, chemises, coats, coveralls, corsets, culottes, dresses, dusters, foundation garments, fur capes, fur coats, fur neck pieces, fur pieces, garter belts, garters, girdles, half slips, hosiery, housecoats, jackets, jerseys, jumpsuits, nightgowns, pajamas, panties, pantsuits, panty hose, paste-on bras, peignoir sets, petticoats, playsuits, robes, shirts, shorts, shoes, skirts, slacks, slippers, slips, stoles, suits, sweaters, swimsuits, undershorts, and waist cinchers



<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
CURVE CONTROL	2,290,335	11/02/99	25	Clothing, namely, foundation garments
BUTTERFLY PANTIES	2,302,805	12/21/99	25	Crotchless panties
FREDERICKS.COM	2,403,596	11/14/00	35	Computerized online retail store services featuring clothing, lingerie, undergarments, accessories for men and women, hairpieces and wigs, loungewear, activewear, hosiery, slippers, shoes, boots, swimwear and beachwear
HOLLYWOOD KISS	2,395,635	10/17/00	25	Lingerie
FREDERICK'S OF HOLLYWOOD (& Design)	2,587,042	7/02/02	25, 26, 35	Clothing, men's and women's lingerie, undergarments, loungewear, hosiery, swimwear, beachwear; hairpieces and wigs; retail store and mail order catalog services featuring clothing, lingerie, accessories for men and women, hairpieces and wigs

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
FREDERICK'S OF HOLLYWOOD (Stylized)	2,932,489	3/15/05	3	Personal care products, namely shower gel, bubble bath, body lotion, body soap, body glitter, body powder, and home fragrance products, namely sachets and room fragrancing sprays
			9	Sunglasses
			25	Clothing, namely, bathrobes, beach cover-ups, beachwear, belts, blazers, blouses, body shapers, body suits, boxer shorts, bras, bustiers, camisoles, caps, coats, dresses, footwear, foundation garments, garter belts, girdles, gloves, gowns, halter tops, hats, headbands, hosiery, jackets, jeans, jogging suits, knee highs, knit shirts, knit tops, leotards, lingerie, loungewear, mittens, negligees, night gowns, night shirts, pajamas, panties, pants, pantyhose, sarongs, scarves, shirts, shorts, skirts, slacks, sleepwear, slippers, socks, stockings, suits, sweat pants, sweat shirts, sweat shorts, sweat suits, sweaters, swim wear, t-shirts, tank tops, tap pants, teddies, ties, tights, underpants, undershirts, underwear and vests
			35	Retail store, mail order catalogue and computerized on-line retail store services in the fields of clothing, accessories, personal care products, gifts, stationery, furnishings, household products and linens
AN INTIMATE EXPERIENCE	1,502,644	8/30/88	42	Retail store and mail order sale of clothing and accessories, shoes, fragrances, jewelry for women and men

<u>Mark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Class</u>	<u>Goods/Services</u>
FREDERICK'S OF HOLLYWOOD (Stylized)	76/558,775	11/10/03	3	Personal care products, namely, nail polish, nail polish remover, nail stencils, hard artificial nails, fragrant body splash, hand lotion, face lotion, hand soap, face soap, hair shampoo, hair conditioner, hair styling gel, hair spray, hair dyes, hair rinses, perfume, cologne, toilet water, and essential oils for personal use, mascara, blush, eye shadow, lip stick, lip gloss, make-up powder and make-up foundation, make-up remover, eye cream, hand cream, body cream, face cream, cosmetic astringent for the face, face cleanser, bath oil, bath beads, face powder, bath powder, talcum powder, non-medicated blemish stick, shaving cream, deodorant, potpourri, scented beads, body suntan lotion, face suntan lotion, body sunless tanning lotion, face sunless tanning lotion, body pre-sun tanning lotion, face pre-sun tanning lotion, body after sun tanning lotion and face after sun tanning lotion, laundry care products, namely, dryer fabric softener sheets; home fragrance products, namely, potpourri, room fragrancing gels and toilet soaps; washing compounds for use with lingerie
			4	Candles
			6	Metal keychains
			8	Personal care products, namely, eyelash curlers, foot buffers, nail buffers, nail clippers, nail files, nail orange sticks, nail scissors, toe separators and tweezers
			9	Pre-recorded CDs, DVDs, and cassettes featuring popular music, calculators, mouse pads, magnets
			11	Lamps and electric lights for household use and use in cosmetic, make-up mirrors
			14	Jewelry, horological and chronometric instruments, namely watches and clocks
			16	Stationery, pens, pencils, and calendars
			18	Handbags, wallets, purses, coin purses, tote bags, briefcases, attaché, shoulder bags, and

				toiletory cases made of leather and imitations of leather, sport bags, luggage
			20	Plastic figurines and keychains
			21	Mugs, cups, glasses, plates, glass beverageware, glass pitchers, cocktail shakers, bottler openers, cork screws, beverage stirrers, and ice tongs, cocktail shakers; personal care products, namely, body brushes, bottles sold empty, facial brushes, eyebrow brushes, hair brushes, hair combs, makeup application brushes, makeup application sponges and skin cleansing sponges, perfume atomizers sold empty; perfume bottles sold empty; non-metal decorative boxes; hair combs and hair brushes; decorative trays not of precious metal; and flasks sold empty
			22	Hosiery wash bags; mesh lingerie bags for washing lingerie; and cloth bags for lingerie storage
			24	Table linens, towels, blankets, pillows, wash cloths, and bedding, namely comforters, pillow cases, sheets, shams, duvets, and dust ruffles
			28	Sporting goods, namely golf balls, tennis balls, baseballs, and toys namely plush, stuffed animals and dolls; playing cards
			30	Confectionery, namely, candy
GET CHEEKY & Design	76/558,777	11/10/03	25	Clothing, namely women's panties, bras, underwear and lingerie