

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Studio IP Holdings LLC		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commerical Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	1250445	DANCE FRANCE
Registration Number:	1297710	DANCE FRANCE
Registration Number:	2017878	DANSKIN
Registration Number:	0859730	DANSKIN
Registration Number:	0772356	DANSKIN
Serial Number:	78443676	DANSKIN NOW
Serial Number:	78443678	DANSKIN NOW
Serial Number:	78443680	DANSKIN NOW
Serial Number:	78444368	DANSKIN NOW
Registration Number:	3088609	DANSKIN NOW
Registration Number:	2994891	DANSKIN NOW
Serial Number:	78443683	DANSKIN NOW
Registration Number:	3088610	DANSKIN NOW

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Registration Number:	2052400	DANSKIN PLUS
Registration Number:	1210609	DANSKIN
Registration Number:	1194476	DANSKIN
Registration Number:	1313524	FREESTYLE
Serial Number:	78443701	
Serial Number:	78443702	
Serial Number:	78443704	
Serial Number:	78443707	
Registration Number:	3101838	
Registration Number:	2992283	
Serial Number:	78443712	
Registration Number:	3154882	
Registration Number:	1248430	
Serial Number:	78443691	NOW
Serial Number:	78443692	NOW
Serial Number:	78443694	NOW
Serial Number:	78443695	NOW
Serial Number:	78443698	NOW
Serial Number:	78443700	NOW
Registration Number:	1519327	PARKLANE
Registration Number:	2607833	ROCA
Registration Number:	3007571	ROCA WEAR
Registration Number:	2579733	ROCA
Registration Number:	2681721	ROCAWEAR
Registration Number:	2434124	ROCAWEAR
Registration Number:	2933532	ROCA WEAR
Registration Number:	2780202	ROCAWEAR
Registration Number:	2633943	ROCAWEAR
Registration Number:	2781618	RW
Registration Number:	2914980	R
Registration Number:	3216113	ROCA WEAR RW
Registration Number:	2977920	TR TEAM ROC
Registration Number:	2640040	ROC
Registration Number:	3012787	ROCA RW WEAR
Serial Number:	76612239	ROCA RW WEAR

Serial Number:	76612240	TEAM ROC TR
Serial Number:	76620454	ROCA RW WEAR
Registration Number:	3060218	ROC
Registration Number:	3170436	R
Serial Number:	76637576	R
Serial Number:	78683661	R
Serial Number:	78683689	R
Serial Number:	78786690	ROCK FOR LIFE
Serial Number:	78807854	BELLA ROC
Registration Number:	3180987	WE RUN THE STRIP
Serial Number:	78895985	R
Serial Number:	78894136	ROCAWEAR
Serial Number:	78895515	ROCAWEAR
Serial Number:	78895554	ROCAWEAR
Serial Number:	78933507	ROCA BEAR RW
Serial Number:	75674783	TEAM ROC
Serial Number:	77077235	ROCA RW WEAR
Serial Number:	76301744	ROCAWEAR
Serial Number:	78896314	SLEEP RW SEXY

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/2022
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	04/20/2007

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 30, 2007 is made by Studio IP Holdings LLC, a Delaware limited liability company, located at 103 Foulk Road, Suite 200, Wilmington, DE 19803 (the “Obligor”), in favor of Lehman Commercial Paper Inc., a Delaware corporation, located at 745 Seventh Avenue, New York, NY 10019, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Iconix Brand Group, Inc., a Delaware corporation and parent of Obligor (“Borrower”), the Lenders, the Agent, and Lehman Brothers Inc., as advisor, sole lead arranger and sole book manager.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

STUDIO IP HOLDINGS LLC

BY: STUDIO HOLDINGS AND MANAGEMENT CORPORATION, as sole member and manager

By: 

Name: Warren Clamen

Title: President

Date: April 10, 2007

LEHMAN COMMERCIAL PAPER INC.

as Administrative Agent for the Lenders

By: _____

Name:

Title:

Date:

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

STUDIO IP HOLDINGS LLC

BY: STUDIO HOLDINGS AND MANAGEMENT
CORPORATION, as sole member and manager

By: _____
Name: Warren Clamen
Title: President
Date: April __, 2007

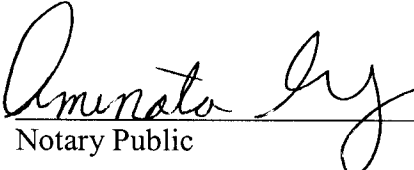
LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: RITAM BHALLA
Date: Authorized Signatory

ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York)
) ss
COUNTY OF New York)

On the 10th day of April, 2007, before me personally came Warren Clamen, who is personally known to me to be the President of Studio Holdings and Management Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the President in such corporation, the sole member and manager of Studio IP Holdings LLC, the Delaware limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of Studio Holdings and Management Corporation; and that he acknowledged said instrument to be the free act and deed of Studio IP Holdings LLC.


Notary Public


(PLACE STAMP AND SEAL ABOVE)

Sy Aminata
Notary Public, State of New York
No. 01SY6124789
Qualified in New York County
Commission Expires 04/04/2009

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF **NEW YORK**)
) ss
COUNTY OF **NEW YORK**)

On the 16 day of ~~March~~ ^{APRIL} 2007, before me personally came RITAM BHALLA, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public **NELVADIA HATCHER**
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	App. No.	Reg. No.
DANCE FRANCE	73360112	1250445
DANCE FRANCE (Stylized)	73427720	1297710
DANSKIN	75042587	2017878
DANSKIN	72199973	859730
DANSKIN	72108031	772356
DANSKIN NOW	78443676	
DANSKIN NOW	78443678	
DANSKIN NOW	78443680	
DANSKIN NOW	78444368	
DANSKIN NOW	78443681	3088609
DANSKIN NOW	78443686	2994891
DANSKIN NOW	78443683	
DANSKIN NOW	78443684	3088610
DANSKIN PLUS	75069602	2052400
DANSKIN Plus Motion Girl Design	73307046	1210609
DANSKIN Plus Motion Girl Design	73305677	1194476
FREESTYLE	73382808	1313524
Moji Girl Design	78443701	
Moji Girl Design	78443702	
Moji Girl Design	78443704	
Moji Girl Design	78443707	
Moji Girl Design	78443710	3101838
Moji Girl Design	78443711	2992283
Moji Girl Design	78443712	
Moji Girl Design	78443715	3154882

Trademark	App. No.	Reg. No.
Motion Girl Design	73346834	1248430
NOW	78443691	
NOW	78443692	
NOW	78443694	
NOW	78443695	
NOW	78443698	
NOW	78443700	
PARKLANE	73703883	1519327
ROCA	75/701,875	2,607,833
ROCAWEAR plus Design	76/023,483	3,007,571
ROCA	75/942609	2,579,733
ROCAWEAR	76/198,637	2,681,721
ROCAWEAR	75/676,741	2,434,124
ROCAWEAR plus Design	76/301740	2,933,532
ROCAWEAR plus Design	76/301741	2,780,202
Rocawear plus Design	75/982139	2,633,943
RW Flame Design	76/465490	2,781,618
R Stitch Design	76/546,855	2,914,980
Rocawear plus RW Design	76/552,369	3,216,113
Team Roc plus Design	76/566008	2,977,920
ROC plus Design	75/658,205	2,640,040
Rocawear plus RW Design	76/612,241	3,012,787
Rocawear plus RW Design	76/612,239	
Team Roc plus Design	76/612,240	
Rocawear plus RW Design	76/620,454	
ROC	78/562,436	3,060,218

Trademark	App. No.	Reg. No.
R Shield Design	76/637,577	3,170,436
R Knit Design	76/637,576	
R Knit Design	76/637,576	
R Stylized (Left)	78/683,661	
R Stylized (Right)	78/683,689	
Rock For Life	78/786,690	
Bella Roc	78/807,854	
We Run The Strip	78/824,046	3,180,987
R Rope Design	78/895,985	
Rocawear plus Skull & Bones	78/894,136	
Rocawear plus Skull & Bones	78/895,515	
Rocawear plus Skull & Bones	78/895,554	
ROCABEAR plus RW Design	78/933,507	
TEAM ROC	75/674,783	
Rocawear plus RW Design	77/077,235	
ROCAWEAR	76/301,744	
SLEEP RW SEXY	78/896,314	