

07-23-1998

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commission

100771967

the attached original documents or copy thereof.

7.21.98

1. Name of conveying party(ies):  
**CHEMICAL BANK, as Agent  
200 Jericho Quadrangle  
Jericho, NY 11753**

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Binghamton Saving Bank**  
Internal Address: \_\_\_\_\_  
Street Address: **53-58 Exchange Street**  
City: **Binghamton** State: **NY** ZIP: **13901**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State

Other **Bank**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other **Conveying Party assigns its security interest to Receiving Party**

Execution Date: **July 31, 1994**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark registration No.(s)

709,103	826,136	769,980
1,476,930	1,486,191	1,168,501
1,206,259	1,776,622	1,737,686
1,660,928	1,642,880	

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Thomas P. Flynn, Esq.**  
Internal Address: **Shipman & Goodwin LLP  
One American Row  
Hartford, CT 06103**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41): **\$290.00**

Enclosed **pd**  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Thomas P. Flynn                      Thomas P. Flynn                      7/20/98  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet **4**

Express Mail mailing label number EM083090885US. I hereby certify that this correspondence is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231, and is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on July 20, 1998.

Name: Thomas P. Flynn                      Date: 7/20/98                      Signature: Thomas P. Flynn

ASSIGNMENT OF AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT OF  
PATENTS, TRADEMARKS AND LICENSES

This ASSIGNMENT OF AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND LICENSES (the "Assignment") is made as of July 31, 1994 by Chemical Bank, a New York banking corporation, with its chief executive office at 270 Park Avenue, New York, New York 10017, as Agent under that certain Fourth Amended and Restated Credit Agreement dated December 15, 1993 (the "Fourth Credit Agreement"), among Apparel America, Inc. ("Borrower"), Chemical Bank and A.I. Associates, Inc. ("AI"), as Banks and Chemical Bank, as Agent ("Assignor") to Binghamton Savings Bank, a New York savings bank with its chief executive office at 58-68 Exchange Street, Binghamton, New York, 13902, as successor Agent under the Fourth Credit Agreement.

WHEREAS, Assignor obtained a security interest in and a lien on certain patents, trademarks and licenses of the Borrower under that certain Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses dated as of October 1, 1991 by and among the Borrower, Norstar Bank (n/k/a Fleet Bank, predecessor as Agent to Chemical Bank) and Manufacturers Hanover Trust Company (predecessor as Bank to Chemical Bank) as amended and supplemented by an Amendment and Supplement to Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses dated December 15, 1993 by and among Borrower and Chemical Bank (as now existing and as amended from time to time, the "Collateral Assignment"); and

WHEREAS, Assignee is succeeding to Assignor as Agent for itself, Connecticut Development Authority and A.I. Associates, Inc. (the "Banks") under the Fourth Credit Agreement;

NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor grants, conveys and assigns to Assignee, for the benefit of the Banks (as defined herein), all of Assignor's right, title and interest arising from the Collateral Assignment in and to all of the patents, trademarks and licenses listed on the attached Schedule A.

Assignor covenants that it will execute any other documents and perform any other acts that may be necessary fully to vest in Assignee the rights conveyed by this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignees' cost and expense) cooperate with and assist Assignee in protecting those rights.


TRADEMARK

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This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

Dated as of July 31, 1994.

CHEMICAL BANK, as Agent  
under the Fourth Credit Agreement

By:   
\_\_\_\_\_  
Thomas M. Cambern  
Vice President

TRADEMARK

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Schedule A

Trademark Registration Numbers

709,103  
826,136  
769,980  
1,476,930  
1,486,191  
1,168,501  
1,206,259  
1,776,622  
1,737,686  
1,660,928  
1,642,880

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AUG 24 1994

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