

To the Honorable Commissioner of Patents and

to record the attached original documents or copy thereof.

7-21-98

1. Name of conveying party:

APPAREL AMERICA, INC.
 1175 State Street
 New Haven, CT 06511

07-23-1998

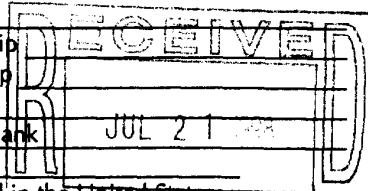
Individual(s)
 General Partnership
 Corporation-State D
 Other

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

100771965

Name and address of receiving party:

Name: **Binghamton Savings Bank**
 Internal Address:
 Street Address: **58-68 Exchange Street**
 Binghamton State: **NY**
 Code: **13901**
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other **Bank**



3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

(Corrective Security Agreement previously at R/F 1202/195 to correct the nature of conveyance.)

Execution Date: 31 July 1994

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
74-493,941 74-439,332 74-439,326
74-437,221 74-437,074 74-406,161

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party whom correspondence concerning document should be mailed:

Name: Thomas P. Flynn, Esq.
 Internal Address: Shipman & Goodwin
 Street Address: One American Row
 City: Hartford State: CT
 Zip Code: 06 103

6. Total number of applications and registrations involved:.....[**6**]

7. Total Fee (37 CFR 3.41) \$ 165.00
 Enclosed
 Authorized to be charged to Deposit Account number below

8. Authorized to charge Deposit Account Number _____ for any over or under payment

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 including cover sheet, attachments, and document: [**7**]

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

**AMENDMENT AND SUPPLEMENT
TO AMENDED AND RESTATED COLLATERAL
ASSIGNMENT OF PATENTS, TRADEMARKS AND LICENSES**

AMENDMENT AND SUPPLEMENT dated as of July 31, 1994 (this "Supplement"), to Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses dated as of October 1, 1991 (as the same may heretofore have been ratified or amended, the "Assignment"), between Apparel America, Inc., a Delaware corporation (the "Company"), and Binghamton Savings Bank, as successor Agent to Chemical Bank (the "Agent") under that certain Fifth Amended and Restated Credit Agreement dated as of July 30, 1994 (the "Credit Agreement"), among the Company, Binghamton Savings Bank, Connecticut Development Authority and A.I. Associates, Inc., as Banks, and the Agent.

WHEREAS, the parties hereto wish to amend and supplement the Assignment to include certain additional Trademarks, Patents and Licenses of the Company as collateral;

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. All capitalized items used herein without definition shall have the meanings ascribed thereto in the Assignment.

Section 2. Amendment and Supplement

On the terms and conditions contained in the Assignment, and as additional collateral security for the Obligations, the Assignor hereby assigns, conveys and transfers unto the Agent, for the ratable benefit of the Banks, as additional (and not substitute) collateral, and grants to the Agent, for the ratable benefit of the Banks, a continuing lien on, and security interest in all of the Debtor's right, title and interest in, to and under (i) the Trademarks set forth on Schedule 1 attached hereto; (ii) the Licenses set forth on Schedule 2 attached hereto; and (iii) the Patents set forth on Schedule 3 attached hereto.

Section 3. Miscellaneous.

1. This Supplement shall be governed by and construed in accordance with the laws of the State of New York (without reference to principles of conflict of laws).

TRADEMARK

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2. Except as specifically amended or supplemented hereby, the Assignment is hereby ratified and confirmed in all respects and shall continue in full force and effect in favor of Binghamton Savings Bank, as the Agent for the ratable benefit of the Banks. Each and every reference contained in the Assignment to (i) "this Assignment" shall be deemed to refer to the Assignment, as amended and supplemented by this Supplement; (ii) "Exhibit B" and the "Trademarks" (as referred to in the Assignment) shall be deemed to include Schedule 1 annexed to this Supplement and the Trademarks referred to herein and in such Schedule; (iii) "Exhibit C" and the "Licenses" (as referred to in the Assignment) shall be deemed to include Schedule 2 annexed to this Supplement and the Licenses referred to herein and in such Schedule.; and (iv) "Exhibit A" and the "Patents" (as referred to in the Assignment) shall be deemed to include Schedule 3 annexed to this Supplement and the Patents referred to herein and in such Schedule.

3. This Supplement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first above written.

APPAREL AMERICA, INC.

BY: Mark W. Greenberg
Name: Mark W. Greenberg
Title: Vice President

CONSENTED AND AGREED:

BINGHAMTON SAVINGS BANK, as Agent (as successor agent by assignment from Chemical Bank and as a Bank

By: John B. Westcott
Name: John B. Westcott
Title: Vice President

CONNECTICUT DEVELOPMENT AUTHORITY
as a Bank

BY: [Signature]
Name: Richard P. Graff
Title: Vice President

A.I. ASSOCIATES, INC.
as a Bank

BY: [Signature]
Name: Milton Koffman
Title: President

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STATE OF CONNECTICUT)
) ss: Hartford August 18, 1994
COUNTY OF HARTFORD)

I, Sharon M. Breault, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark W. Greenberg, personally known to me to be the Vice President of APPAREL AMERICA, INC., a corporation organized under the laws of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing Amendment and Supplement to Amended and Restated Collateral Assignment of Patents, Trademarks and Licenses appeared before me this day in person and acknowledged that he signed and delivered the said Amendment and Supplement as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18th of August, 1994,

[Signature]
Notary Public
My Commission Expires:
November 30, 1998

SCHEDULE 1

Trademark Registration Numbers

1,168,505

Trademark Application Numbers

74-493,941 H
74-439,332
74-439,326
74-437,221
74,437,074
74-406-161

TRADEMARK

REEL 202 FRAME 199

TRADEMARK

RECORDED: 07/20/1998

REEL 202 FRAME 199