

**TRADEMARK RECORDATION FORM COVER SHEET**

To the Honorable Commissioner of Patents and Trademarks: Please 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

Individual(s)  
 General Partners  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of c  
 Yes  No

07-23-1998  
  
 100771966

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 (Corrective Security Agreement previously at R/F 1202/202 to correct the nature of conveyance.)

Execution Date: 31 July 1994

2. Name and address of receiving party:  
 Name: **Binghampton Savings Bank**  
 Internal Address: \_\_\_\_\_  
 Street Address: 58-68 Exchange Street  
 City: Binghampton State: NY  
 Zip Code: 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

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 1,168,505

Additional numbers attached?  Yes  No

5. 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:.....[ 1 ]

7. Total Fee (37 CFR 3.41) \$ 40.00  
 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

07/23/1998 JMW:KINS 0000002 1168505 40.00 DP 01 FC:481

**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).

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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 this 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

TRADEMARK

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CONNECTICUT DEVELOPMENT AUTHORITY  
as a Bank

BY:   
Name: Richard P. Graff  
Title: Vice President

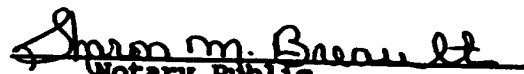
A.I. ASSOCIATES, INC.  
as a Bank

BY:   
Name: Milton Koffman  
Title: President

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

I, Sharon M. Breaugh, 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,

  
Notary Public  
My Commission Expires:  
November 30, 1998

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TRADEMARK  
REEL 1202 FRAME 205

SCHEDULE 1

Trademark Registration Numbers

1,168,505

Trademark Application Numbers

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

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**SCHEDULE 2**

**Licenses**

**None**

**REEL 1202 FRAME 207  
TRADEMARK**

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