

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS
(UNITED STATES)**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of March 11, 1999 is made by Cottontops, Inc. (the "Company"), in favor of Congress Financial Corporation (the "Lender") parties to the Loan and Security Agreement dated as of March 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Company, Lender and certain other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lender has 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 Company has executed and delivered a Trademark Collateral Assignment and Security Agreement, dated as the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of the Conditional Assignment:

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

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

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff against, and effective upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed

on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

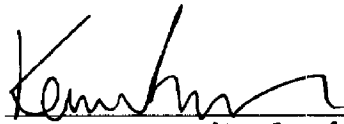
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provision of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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

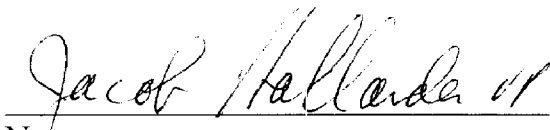
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IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONGRESS FINANCIAL CORPORATION

By: 
Name: *Kenneth Sands*
Title: *Sr. VP*

COTTONTOPS, INC.

By: 
Name:
Title:

STATE OF *New York*)
) SS:
COUNTY OF *New York*)

On the 17 day of March, 1999, before me personally came Kenneth Sands who is personally know to me to be the Sr. V.P. of Congress Financial Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Sr. V.P. of such corporation, the corporation 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 such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

G. S. Notary
Notary Public

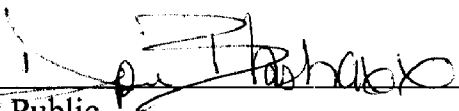
[NOTARIAL SEAL]

AMY HOTALING
NOTARY PUBLIC, State of New York
Qualified in New York County
Commission Expires June 23, 2000

STATE OF New York)
COUNTY OF New York)ss

On the 11th day of [March], 1999, before me personally came

Jacob Hollander who is personally know to me be the Vice President
of the Cotton Tops, Inc., a Delaware corporation; who, being duly sworn, did
depose and say that he is the Vice President is such corporation, the corporation
described in an which executed the forgoing instrument; that he executed and delivered said
instrument pursuant to authority given by the Board of Directors of such corporation; and that
he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL}

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

ALL MARKS FOR REGISTRANT: COTTONTOPS, INC.

Country Renewal	Mark Name	Orig App No	Org App Dt	Orig Reg No	Org Reg Dt	Status	Sub Status
United States 01/09/2000	COTTONTOPS and Design	73/796,778	05/01/1989	1,576,490	01/09/1990	Registered	
GOODS: Pants and shorts							
United States 10/25/2004	COTTONTOPS and Design, a Division of Tom Togs, Inc.	74/421,184	08/06/1993	1,859,767	10/25/1994	Registered	
GOODS: Sweaters, shirts and cover-ups							
United States 12/29/2008	NO PRESSURE	75/143,487	08/01/1996	2,213,655	12/29/1998	Registered	
GOODS: Pants, shirts, T-shirts, shorts and jackets							
United States 09/19/2005	SUN TWILL	74/478,041	01/10/1994	1,920,962	09/19/1995	Registered	
GOODS: Tops							

TRADEMARK