

06-11-1999

MRD 6.10.99
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101062454

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
 May 11, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name Salant Corporation Execution Date
Month Day Year
 May 11, 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name The CIT Group/Commercial Services, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1211 Avenue of the Americas

Address (line 2)

Address (line 3) New York New York 10036

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization New York

06/11/1999 DNGUYEN 00000045 75633649

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 950.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001911 FRAME: 0249

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello

Preston R. Cappello

June 9, 1995

Name of Person Signing

Signature

Date Signed

SCHEDULE A**Registered Trademarks**

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
ANTHEM	762,051	December 24, 1963
ANYTHING GOES	1,280,782	June 5, 1984
BELLEMEADE	1,177,357	November 10, 1981
CASH SAVERS & DESIGN	386,666	April 22, 1941
CYPRESS PARK	762,052	December 24, 1963
DOUBLE RINGER & DESIGN	387,840	June 3, 1941
FUNNY GIRL	1,139,992	September 30, 1980
GRAND CANYON	732,521	June 5, 1962
GRAND CANYON (stylized)	545,955	July 31, 1951
HEARTHSIDE	709,683	January 10, 1961
J.H. BREAKERS	1,566,065	November 14, 1989
LADY THOMPSON	1,122,877	July 24, 1979
LAWFORD	763,998	January 28, 1964
MANSIZE (stylized)	508,038	March 29, 1949
MAYWOOD	763,578	January 21, 1964
METEORWASH	2,016,294	November 12, 1966
MR. THOMPSON	756,117	September 3, 1963
MR.THOMPSON...PLEASE!	2,095,684	September 9, 1997
NATURAL KIDS	1,771,551	May 18, 1993
OBION	1,378,238	January 14, 1986
PALMER SQUARE	1,276,260	May 1, 1984
PRIME TIME	1,770,177	May 11, 1983

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
PRIME TIME	955,217	March 13, 1973
RAINY DAY WOOLS	1,364,597	October 8, 1985
S AND S	786,078	March 2, 1965
SALANT SYMBOL	1,302,744	October 30, 1984
SLATS	759,740	November 5, 1963
SOUR DOUGH	786,464	March 9, 1965
SUN MATES & DESIGN	393,508	February 17, 1942
TACO	1,154,011	May 12, 1981
TAKE FLIGHT	1,258,631	November 22, 1983
THOMSON	1,915,095	August 29, 1995
THOMSON	824,099	February 14, 1967
THOMSON II	1,123,344	July 31, 1979
THOMSON NATURALS	1,915,093	August 29, 1995
THOMSON SHIRTMAKERS (stylized)	1,167,422	September 1, 1981
TRENDLEY	740,046	October 30, 1962
UNCLE SAM	1,189,422	February 9, 1982

AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

AGREEMENT made as of this 11th day of May, 1999 by and between SALANT CORPORATION, a Delaware corporation ("Debtor"), with its principal place of business at 1114 Avenue of the Americas, New York, New York 10036 and THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT"), having an office at 1211 Avenue of the Americas, New York, New York 10036, in its capacity as "Agent" (as defined in the Credit Agreement referred to below) for the financial institutions now or hereafter party to the Credit Agreement as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Debtor previously entered into financing arrangements with CIT pursuant to the Existing Agreement (as defined in the Credit Agreement) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (collectively, together with the Existing Agreement, the "Existing Financing Agreements"); and

WHEREAS, all obligations, liabilities and indebtedness of Debtor to CIT arising under the Existing Financing Agreements (the "Existing Obligations") are secured by, among other collateral, all of the "Trademarks" and other "Collateral" to the extent, on the terms and condition, and as such quoted terms are defined in (i) the Trademark Collateral Assignment and Security Agreement, dated September 20, 1993, executed between Debtor and CIT and recorded by the Assignment Division of the U.S. Patent and Trademark Office on October 4, 1993 at Reel 1045, Frame 158 (the "1993 Trademark Assignment") and (ii) the Trademark Collateral Assignment and Security Agreement, dated September 22, 1997, executed between Debtor and CIT and recorded by the Assignment Division of the U.S. Patent and Trademark Office on October 6, 1997 at Reel 1639, Frame 543 (the "1997 Trademark Assignment"; and together with the 1993 Trademark Assignment, collectively, the "Existing Trademark Assignments"); and

WHEREAS, Debtor and CIT have agreed to amend and restate their existing financing arrangement under the Existing Financing Agreements as set forth in the Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, among Debtor, Lenders and Secured Party (the "Credit Agreement"), together with various other

agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lenders to enter into the Financing Agreements and make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party, for the ratable benefit of Lenders, and to confirm and supplement its prior grant to CIT under the Existing Trademark Assignments, which shall be held by Secured Party for the ratable benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINITIONS

(a) "Existing Agreement" shall have the meaning set forth in the Recitals hereto.

(b) "Existing Obligations" shall have the meaning set forth in the Recitals hereto.

(c) "Existing Trademark Assignments" shall have the meaning set forth in the Recitals hereto.

(d) "Obligations" shall mean any and all obligations, liabilities and indebtedness of Debtor to Lenders, including Secured Party, of every kind and description now existing and hereafter arising under this Agreement and the other Financing Agreements, however evidenced, whether direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, whether arising before, during or after the initial or any renewal term of the Credit Agreement, or after the commencement of any case with respect to Debtor under the Bankruptcy Code or any similar statute, including, without limitation, all principal, interest, financing charges, early termination and other fees, commissions and expenses payable to Lenders, including Secured Party, including, but not limited to, reasonable attorneys' fees and disbursements, chargeable to Debtor and due from Debtor under this Agreement and the other Financing Agreements.

(e) All initially capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Credit Agreement.

(f) All terms used herein which are defined in the Uniform Commercial Code ("UCC") as in effect in the State of New York, unless otherwise defined herein or in the Credit Agreement, shall have the meaning as defined in the UCC.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of the Obligations, and confirming and supplementing Debtor's prior grants of security interests in and liens upon the Trademarks and other Collateral pursuant to the Existing Trademark Assignments, Debtor hereby grants to Secured Party, for the ratable benefit of Lenders, a continuing security interest in and a general lien upon, and hereby pledges, assigns and transfers to Secured Party, for the ratable benefit of Lenders, (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to all of Debtor's trademarks, trade names, tradestyles and service marks, all prints and labels on which said trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by and connected with each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party, for the ratable benefit of Lenders, that (all of such covenants, representations and warranties being continuing so long as any of the Obligations are outstanding):

(a) Debtor will pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral that is material to the Debtor's business as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal declarations and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, security interests, or encumbrances of any nature whatsoever, except the security interests granted hereunder and pursuant to the Credit Agreement, those otherwise permitted under the Credit Agreement, and those set forth on Schedule B hereto.

(c) Without the prior written consent of Secured Party, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral except as permitted herein or in

the Credit Agreement, but in no event will the consent of Secured Party be required, provided no Event of Default shall have occurred and be continuing, to grant an exclusive or nonexclusive license relating to the Collateral.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file on behalf of Lenders one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto and has not granted any licenses with respect thereto other than as set forth on Schedule B hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Notwithstanding the execution and deliver of said Power of Attorney, Secured Party shall not exercise any rights or authority granted thereunder, except as provided in Section 8.2 of the Credit Agreement and in this Agreement.

(g) Secured Party may, in its discretion, for the ratable benefit of Lenders, pay any amount or perform any acts which Debtor fails to pay or perform as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and attorneys' fees. Debtor will be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Lenders to Debtor, shall be payable on demand together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

(h) Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party, for the ratable benefit of Lenders, in any Trademark that is registered after the date hereof.

(i) Debtor has not abandoned any of the Trademarks that is material to its business and Debtor will not do any act, nor omit to do any act, whereby any of such Trademarks may become abandoned, invalidated or unenforceable. During the continuance of an Event of Default, Debtor shall notify Secured Party immediately if Debtor knows of any

reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, for the ratable benefit of Lenders, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) During the continuance of an Event of Default, Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. During the continuance of an Event of Default, if requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest, for the ratable benefit of Lenders, in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and the other Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(m) Debtor will promptly pay Secured Party for any and all expenditures reasonably made by Secured Party, for the ratable benefit of Lenders, in accordance with the provisions of this Agreement and the other Financing Agreements or for the defense, protection, or enforcement of the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Financing Agreements with respect to loans and advances made by Lenders to Debtor and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence of any Event of Default under, and as defined in, the Credit Agreement shall constitute an "Event of Default" under this Agreement.

5. RIGHTS AND REMEDIES

Upon and at any time after the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Secured Party, whether

provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised in accordance with Section 8.2 of the Credit Agreement, without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks to the extent required for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party, for the ratable benefit of Lenders, by Debtor or any subsidiary or affiliate of Debtor.

(b) Secured Party may assign, sell, license or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days notice in the manner set forth in subparagraph 6(b) hereof shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(c) In addition to the foregoing, in order to implement the assignment, sale, license or other disposition of any of the Collateral pursuant to Subparagraph 5(b) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(d) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, reasonable travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion, determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the applicable Interest Rate then payable on the Obligations as provided for under the Credit Agreement.

(e) Debtor shall supply to Secured Party or its designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Financing Agreements, or otherwise, shall be cumulative and none is

exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

(a) Any failure or delay by Secured Party, on behalf of Lenders, to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other Financing Agreement shall not affect Secured Party or Lenders or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default approved by the Majority Lenders shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained in any Financing Agreement shall be deemed to have been waived by any act or knowledge of Secured Party or any Lender, or any of their respective agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be in writing and deemed to have been duly given or made (i) if by hand, immediately upon delivery, (ii) if by telecopy, telex or telegram, immediately upon sending, (iii) if by next-day delivery, by Federal Express, express mail or any other overnight delivery service, one (1) day after dispatch, and (iv) if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor:

Salant Corporation
1114 Avenue of the Americas
New York, New York 10036
Attn: Todd Kahn, Esq.

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10004
Attn: Lawrence A. First, Esq.

If to
Secured Party:

The CIT Group/Commercial Services, Inc., as Agent
1211 Avenue of the Americas
New York, New York 10036
Attn: Mr. Richard V. Romer
Executive Vice President

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Debtor, Secured Party and Lenders herein shall include their respective successors and assigns. All references to the term "person" herein shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture, or other entity or a government or any agency, instrumentality or political subdivision thereof. This Agreement shall be binding upon and for the benefit of the parties hereto and Lenders and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(e) THE VALIDITY, INTERPRETATION, AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES OF SAID STATE). DEBTOR HEREBY WAIVES ALL RIGHTS OF SETOFF AND RIGHTS TO IMPOSE COUNTERCLAIMS (OTHER THEN COMPULSORY COUNTERCLAIMS) IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT AND IRREVOCABLY SUBMITS AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK IN NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND DEBTOR WAIVES TRIAL BY JURY IN ANY ACTION IN CONNECTION WITH THIS AGREEMENT. SERVICE OF PROCESS OR NOTICE IN CONNECTION WITH ANY PROCEEDINGS MAY BE SERVED (I) INSIDE OR OUTSIDE THE STATE OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE DEBTOR AT THE ADDRESS SET FORTH ABOVE OR AS OTHERWISE INDICATED IN THE RECORDS OF SECURED PARTY, AND SERVICE OR NOTICE SO SERVED SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED, OR (II) IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS.

(f) This Agreement amends and restates in their entirety and supersedes and replaces each of the Existing Trademark Assignments. The amendment and restatement contained herein shall not, however, in any manner, (a) be construed to constitute the payment of, or impair, limit, cancel or extinguish, or constitute a novation of, the Existing Obligations, or (b) impair, limit, terminate, waive or release any of the liens and security interests originally granted to CIT in the Collateral pursuant to the Existing Trademark Assignments, all of which liens and security interests are hereby ratified and confirmed by Debtor in favor of Secured Party, for the ratable benefit of Lenders, in addition to, and not in limitation of, the security interests and liens granted in the Collateral to Secured Party, for the ratable benefit of Lenders, pursuant to this Agreement.

(g) In the event that any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SALANT CORPORATION

By: [Signature]

Title: COO ; General Counsel

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
in its capacity as Agent for Lenders

By: [Signature]

Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

π

On this 11 day of May, 1999 before me personally came
TODD KATZ, to me known, who being duly sworn, did depose and
say, that he is the GEN. COUNSEL of SALANT CORPORATION, the corporation
described in and which executed the foregoing instrument; and that he signed his name
thereto by order or the Board of Directors of said corporation.

Ellen M. Allen
Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5067123
Qualified in Suffolk County 2000
Commission Expires March 18, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

π

On this 11 day of May, 1999, before me personally came
CHARLES M. CARBONE, to me known, who, being duly sworn, did depose and
say, that he is the VICE PRES of THE CIT GROUP/COMMERCIAL
SERVICES, INC., the corporation described in and which executed the foregoing instrument;
and that he signed his name thereto by order or the Board of Directors of said corporation.

Ellen M. Allen
Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2003
Commission Expires March 18, 2003

SCHEDULE A

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	MADE IN THE SHADE	265,245	December 24, 1981
USA	ANTHEM	762,051	December 24, 1963
USA	ANYTHING GOES	1,280,782	June 5, 1984
USA	BELLEMEADE	1,177,357	November 10, 1981
USA	CANYON SLACKS	App. No. 75/633,649	Filed February 4, 1999
USA	CASH SAVERS & DESIGN	386,666	April 22, 1941
USA	CYPRESS PARK	762,052	December 24, 1963
USA	DOUBLE RINGER & DESIGN	387,840	June 3, 1941
United Kingdom	FUNNY GIRL	B1139112	August 20, 1980
USA	FUNNY GIRL	1,139,992	September 30, 1980
Benelux	GRAND CANYON	379,282	February 26, 1982
Denmark	GRAND CANYON	361/1962	February 24, 1992
France	GRAND CANYON	1,370,431	August 17, 1961
Germany	GRAND CANYON	764,977	July 29, 1961
Italy	GRAND CANYON	441,824	August 17, 1961
Norway	GRAND CANYON	58,824	February 22, 1962
Sweden	GRAND CANYON	106,203	May 17, 1963
Switzerland	GRAND CANYON	316,723	August 2, 1961

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<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	GRAND CANYON	732,521	June 5, 1962
USA	GRAND CANYON(stylized)	545,955	July 31, 1951
USA	HEARTHSIDE	709,683	January 10, 1961
USA	J.H. BREAKERS	1,566,065	November 14, 1989
Canada	KING KOLE	N.S. 199/505	November 5, 1983
Italy	KOLESPORT	441,825	August 17, 1961
Switzerland	KOLESPORT	316,722	August 2, 1961
USA	LADY THOMSON	1,122,877	July 24, 1979
USA	LAWFORD	763,998	January 28, 1964
Canada	LEGS & DESIGN	158,234	September 13, 1968
USA	MANSIZE (stylized)	508,038	March 29, 1949
USA	MAYWOOD	763,578	January 21, 1964
USA	METEORWASH	2,016,294	November 12, 1966
Benelux	MR. THOMSON	380,712	April 23, 1982
Canada	MR. THOMSON	150,297	April 24, 1967
France	MR. THOMSON	1,202,865	April 29, 1982
Switzerland	MR. THOMSON	201,229	October 19, 1963
USA	MR. THOMSON	756,117	September 3, 1963
Canada	MR. THOMSON...PLEASE!	156,154	March 29, 1983
USA	MR. THOMSON...PLEASE!	2,095,684	September 9, 1997
USA	NATURAL KIDS	1,771,551	May 18, 1993

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	OBION	1,378,238	January 14, 1986
USA	PALMER SQUARE	1,276,260	May 1, 1984
USA	PRIME TIME	1,770,177	May 11, 1993
USA	PRIME TIME	955,217	March 13, 1973
USA	RAINY DAY WOOLS	1,364,597	October 8, 1985
USA	S AND S	786,078	March 2, 1965
USA	SALANT SYMBOL	1,302,744	October 30, 1984
Canada	SALVATION	278,563	April 8, 1983
Mexico	SALVATION	426,500	July 27, 1992
USA	SLATS	759,740	November 5, 1963
USA	SOUR DOUGH	786,464	March 9, 1965
Japan	SPORTHOMSON	2,213,084	February 23, 1990
USA	SUN MATES & DESIGN	393,508	February 17, 1942
USA	TACO	1,154,011	May 12, 1981
USA	TAKE FLIGHT	1,258,631	November 22, 1983
Austria	THOMSON	157,226	March 20, 1995
Benelux	THOMSON	553249	October 31, 1994
Costa Rica	THOMSON	App. No. 079480	Filed August 22, 1994
Germany	THOMSON	2 904 278	October 25, 1994
Japan	THOMSON	1,430,610	August 28, 1980
Mexico	THOMSON	500802	October 27, 1994

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Norway	THOMSON	173013	May 9, 1996
Switzerland	THOMSON	426,781	December 2, 1994
USA	THOMSON	1,915,095	August 29, 1995
USA	THOMSON	824,099	February 14, 1967
USA	THOMSON II	1,123,344	July 31, 1979
Austria	THOMSON NATURALS	157 227	March 20, 1995
Benelux	THOMSON NATURALS	553248	October 31, 1994
Germany	THOMSON NATURALS	394 00 380	August 3, 1995
Mexico	THOMSON NATURALS	506665	October 9, 1995
Norway	THOMSON NATURALS	173,014	May 9, 1996
Switzerland	THOMSON NATURALS	433,229	December 2, 1994
USA	THOMSON NATURALS	1,915,093	August 29, 1995
USA	THOMSON SHIRTMAKERS (stylized)	1,167,422	September 1, 1981
USA	TRENDLEY	740,046	October 30, 1962
Germany	UNCLE SAM	1,007,102	February 15, 1980
Sweden	UNCLE SAM	172,634	June 19, 1980
United Kingdom	UNCLE SAM	B1128612	February 13, 1980
USA	UNCLE SAM	1,189,422	February 9, 1982

SCHEDULE B

None.

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

KNOW ALL MEN BY THESE PRESENTS, that SALANT CORPORATION (the "Debtor"), having an office at 1114 Avenue of the Americas, New York, New York 10036 hereby appoints and constitutes, THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as "Agent" pursuant to the Credit Agreement (as hereinafter defined) acting for or on the behalf of the financial institutions which now or thereafter are party thereto as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party"), as set forth in the Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, by and among Debtor, Lenders and Secured Party (the "Credit Agreement"), and each of Secured Party's officers, the Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the followings acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents or instruments of assignment that Secured Party, for the ratable benefit of Lenders, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, for the ratable benefit of Lenders, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

The Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Debtor and Secured Party, for the ratable benefit of Lenders, of even date herewith (the "Security Agreement"), may not be revoked until the payment in full of all Debtor's "Obligations" (as

such term is defined in the Security Agreement), and is subject to the terms and provisions thereof.

Dated: May __, 1999

SALANT CORPORATION

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of May, 1999 before me personally came _____, to me known, who being duly sworn, did depose and say, that (s)he is the _____ of SALANT CORPORATION, the corporation described in and which executed the foregoing instrument; and that (s)he signed her/his name thereto by order or the Board of Directors of said corporation.

Notary Public