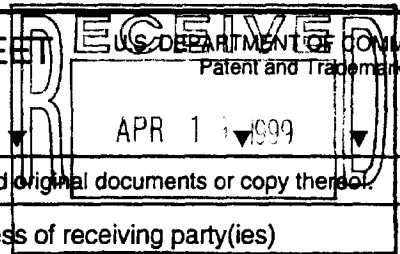


07-29-1999



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To the Honorable Commissioner

101104960

is attached original documents or copy thereof.

1. Name of conveying party(ies):
Warnaco Inc.

2. Name and address of receiving party(ies)

Name: **Wal-Mart Stores, Inc.**

Internal Address: _____

Street Address: **702 S.W. 8th Street**

City: **Bentonville** State: **ARKANSAS** ZIP: _____

- Individual(s)
- General Partnership
- Corporation-State - **Delaware**
- Other _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

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

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
- Security Agreement
- Other **Notice of Relinquishment of Sec. Int. in U.S. Trademarks**
- Merger
- Change of Name

Execution Date: **April 13, 1999**

4/13/99

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

A. Trademark Application No.(s)
A74-102616

B. Trademark Registration No.(s)
R0878710 R1273647 R0587494

Additional numbers attached? Yes No

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

Name: **Steven Shebar, Esq.**

Internal Address: _____

Amster, Rothstein & Ebenstein

Street Address: **90 Park Avenue**

City: **New York** State: **NY** ZIP: **10016**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ **100.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1785

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481	40.00 OP
02 FC:482	50.00 OP
03 FC:998	10.00 OP

DO NOT USE THIS SPACE

05/03/1999 INHUYEN 00000055 R0878710

05/03/1999 INHUYEN 00000055 R0878710

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copies are a true copy of the original document.

Steven Shebar
Name of Person Signing

Signature

April 20, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

05/03/1999 INHUYEN 00000055 R0878710

NOTICE OF RELINQUISHMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

WHEREAS a Purchase and Trademark Security Agreement effective as of January 1, 1994 (the "Purchase and Security Agreement") was made by and between Warnaco Inc., a Delaware corporation with its principal place of business at 90 Park Avenue, New York, New York, 10016 ("Warnaco"), and Wal-Mart Stores, Inc., a Delaware corporation with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas ("Wal-Mart"), which Purchase and Security Agreement was recorded in the records of the United States Patent and Trademark Office at Reel 1140 Frames 400-422 and as to which recordation a corrected cover sheet was recorded in the records of the United States Patent and Trademark Office on March 4, 1996; and

WHEREAS the Purchase and Security Agreement pertained to certain Trademarks (as defined in the Purchase and Security Agreement and described on Schedule A thereto), namely:

PURITAN KNITTING MILLS CO.	A74-102616 filed 10/02/90
PURITAN	R0878710 of 10/14/69
PURITAN & DESIGN	R1273647 of 4/10/84
PURITAN SPORTSWEAR	R0587494 of 3/30/54; and

WHEREAS, in the Purchase and Security Agreement, Wal-Mart granted to Warnaco a first priority security interest and lien in all of Wal-Mart's right, title, and interest in the Trademarks and the proceeds thereof including the goodwill associated therewith, as and to the extent set forth in paragraphs 3(b), 3(c), 3(d), 3(e) and 3(f) of the Purchase and Security Agreement (the "Security Interest"); and

WHEREAS, in connection with the Purchase and Security Agreement, Wal-Mart executed and granted Warnaco a Special Power-of-Attorney (the "Power of Attorney") pertaining to the Trademarks, which, in accordance with the terms of the Purchase and Security Agreement has been held in escrow by Warnaco's counsel; and

WHEREAS, Warnaco hereby intends to release and relinquish all rights relating to the Trademarks and proceeds thereof including the goodwill associated therewith, including but not limited to the Security Interest and the Power of Attorney;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Warnaco hereby relinquishes, releases and terminates its Security Interest granted by Wal-Mart pursuant to the Purchase and Security Agreement, including but not limited to its Security Interest in and to the Trademarks listed above, which Trademarks were identified in the Purchase and Security Agreement, and the Power of Attorney granted by Wal-Mart pursuant to the Purchase and Security Agreement.

WARNACO INC.

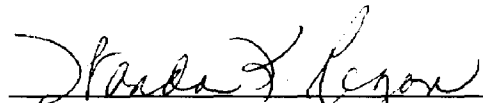
By: 

Name: Stanley P. Silverstein

Title: Vice President, Secretary


STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

BEFORE ME, personally appeared the undersigned, namely, Stanley P. Silverstein, Vice President and Secretary of Warnaco Inc., who, being by me first duly sworn, on oath, deposes and says that he executed the foregoing and has proven to me the he is the person executing this document.



Wanda K. Regan

SWORN TO AND SUBSCRIBED before me, this 13th day of April 1999.



Notary Public

My Commission Expires:

September 30, 1999

WANDA K. REGAN
Notary Public, State of New York
No. 4814449
Qualified in Westchester County
Certificate filed in New York County
Commission Expires Sept. 30, 2000