FC9M PTD-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) REC(08 - 09 -	-1999 HEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Tab settings □ □ □ ▼ 5 4 5 3 ▼	# XBA NAA WA AW AB
To the Honorable Commissioner of Pate 10111	100 (411) 158
	Name and address of receiving party(ies)
1. Name of conveying party(ies): Donnkenny Apparel, Inc. 8-9-99	Name: The CIT Group/Commercial Services, Inc., as Agent Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State of Delaware ☐ Other Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No	Street Address: 1211 Avenue of the Americas City: New York State: NY ZIP: 10036 Individual(s) citizenship
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: June 30, 1999	□ Association □ General Partnership □ Limited Partnership □ Corporation-State □ Other 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
Application number(s) or patent number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) See seventeen (17) Trademark Registrations described on Schedule I-A attached hereto.
Additional numbers at	lached? X Yes D No
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and registrations involved: 17
Name: Stephen H. Alpert, Esq. Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.	7. Total fee (37 CFR 3.41)
Street Address: 230 Park AVenue City: New YOrk State: NY ZIP: 10169	8. Deposit account number: 50 - 0520 FDR Peter Harris Ptt (Attach duplicate copy of this page if paying by deposit account)
To the best of my knowledge and belief, the foregoing informathe original document. Stephen H. Alpert Name of Person Signing	ation is true and correct and any attached copy is a true copy of 8/3/99 Signature Date Date
Mail documents to be recorded with re — Commissioner of Patents & Tra Washington,	demarks, Box Assignments TRADEMARK

SCHEDULE I-A to Donnkenny Security Agreement

<u>Trademark</u>	Registration No.
CALNEVA BY R.B.K. (STYLIZED)	1,154,012
CASEY & MAX	1,822,843
DONNKENNY	1,754,383
DONNKENNY	784,509
DONNKENNY	417,198
DONNKENNY (STYLIZED)	1,346,304
DONNY-PRESS (STYLIZED)	842,484
FLIRTS & DESIGN	1,887,210
LADY KENNY	1,320,874
LIBERTY JONES	1,846,785
NEXT STOP & DESIGN	1,154,027
OHI	1,784,207
P.J. SLEEPYHEAD	1,558,029
ROBICO (STYLIZED)	1,179,297
SLEEPY HEADS	1,935,674
VICTORIA JONES	1,634,193
XTROVERT & DESIGN	1,882,277

 Γ

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Donnkenny Apparel, Inc., a Delaware corporation (herein referred to as "Assignor"), has adopted and is maintaining the trademarks listed on the annexed Schedule 1-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in Schedules 2.01(a) and (b) of the Credit Agreement dated as of the date hereof, among the Assignor, the other Loan Parties, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the

S42\CIT\DONKENNY\EXHF.621:t

terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 29 day of June, 1999.

DONNKENNY APPAREL, INC.

 Ω

By: Kliver	ruchel ,	
Name:	Berch Early	
Title:	Tru UP	

\$42\CIT\DONKENNY\EXHF.621:t