

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 Effective Date
Month Day Year
- Change of Name
- Other Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

~~DEVIATION~~

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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: 002140 FRAME: 0768

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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)		
<input type="text" value="76134751"/>	<input type="text" value="76134776"/>	<input type="text" value="76097326"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Diane Kasselman

October 30, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, VF BRANDS, INC., a Delaware corporation (herein referred to as the "**Company**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Company, the Banks party thereto, The Chase Manhattan Bank, as Syndication Agent, and Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent, are parties to an Amended and Restated Credit Agreement dated as of September 30, 1998 (as amended from time to time, including by Amendment No. 1 to Amended and Restated Credit Agreement dated as of June 9, 1999 and Amendment No. 2 and Waiver No. 5 thereunder dated as of June 28, 2000, the "**Credit Agreement**") (capitalized terms used but not defined or otherwise identified herein shall have the meanings assigned thereto in the Credit Agreement);

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 1998 (as such agreement may be amended, modified and/or supplemented from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Company has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (except certain excluded assets) of the Company, including all right, title and interest of Company in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Company's Secured Obligations (as defined in the Security Agreement);

WHEREAS, certain individuals (the "**Family Participating Lenders**") have entered into a Master Loan Participation Agreement dated as of August 2, 2000 (the "**Participation Agreement**"), pursuant to which they have agreed to purchase participations in certain loans made under the Credit Agreement;

WHEREAS, in connection with the Participation Agreement, the Company, the Family Participating Lenders, Morgan Guaranty Trust Company of New York, as Administrative Agent under the Credit Agreement and Wells Fargo Bank Minnesota, National Association, as escrow agent (the "Escrow Agent") are parties to an Escrow Agreement dated as of August 2, 2000 (the "Escrow Agreement");

WHEREAS, the Company entered into a Fee Letter, dated July 24, 2000, in favor of the Family Participating Lenders (the "Fee Letter"), pursuant to which the Company acknowledged and agreed that its obligations under the Fee Letter shall be junior and subordinate in priority to all other Secured Obligations owing to the Banks and its Agents ("Junior Basis");

WHEREAS, pursuant to the terms of the Escrow Agreement, in order to secure the Company's obligations to the Family Participating Lenders under the Fee Letter, the Company has granted to the Collateral Agent, for the benefit of the Secured Parties, as defined in the Security Agreement (including the Family Participating Lenders), as further provided pursuant to Section 2.20(c) of the Credit Agreement, a continuing security interest in and to all collateral, whether now owned or existing or hereafter acquired or arising and regardless of where located, described in the Credit Agreement and the Collateral Documents, including the Trademark Collateral (as defined below), on a Junior Basis.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the Company's obligations to the Family Participating Lenders under the Fee Letter, the Company hereby grants to the Collateral Agent, for the benefit of the Secured Parties (including the Family Participating Lenders), as further provided pursuant to Section 2.20(c) of the Credit Agreement, a continuing security interest in and to all the Company's right, title and interest in, to and under the following collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and regardless of where located, on a Junior Basis.

(i) each Trademark (as defined in the Security Agreement) owned by Company, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Company is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the good will of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Company against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Company, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Company under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.


The Company hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Company or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Company might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent permitted in the Security Agreement or the Credit Agreement, the Company agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Company to the Family Participating Lenders pursuant to the Escrow Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Family Participating Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Escrow Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of August, 2000.


VF BRANDS, INC.

By: 
Name: Nancy B. Carter
Title: VP President

By: 
Name: Joseph Allen
Title: Vice President

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: 
Name:
Title:

STATE OF New Jersey)
COUNTY OF Camden)SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Norma B. Corder and Joseph Adler personally known to me to be the Vice Presidents of VF Brands, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9th day of August, 2000.

Joy A. Kelly
Notary Public

My commission expires: May 1, 2003

JOY A. KELLY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 1, 2003

Trademarks

TRADEMARK	COUNTRY	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER	STATUS/ COMMENTS
Design Only	United States	(76/134,751)	(9/25/2000)	VF Brands, Inc.	Pending
Design Only	United States	(76/134,776)	(9/25/2000)	VF Brands, Inc.	Pending
SUPER STACKERS	United States	(76/097,326)	(7/26/2000)	VF Brands, Inc.	Pending