

10-31-2000



101500195

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9-15-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

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

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

212-310-8116

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.

2

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)

See Exhibit A

See Exhibit B

Number of Properties

Enter the total number of properties involved

251

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 6,290.00

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

23-0800

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.

Dawn Harrington

Name of Person Signing



Signature

September 15, 2000

Dated Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)
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

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)

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EXHIBIT A

BOTTOM LINE	75/229,304
FLEXEES	75/606,118

EXHIBIT B

1 MINUTE DIET	1,567,295
AFTER 10	740,948
ARABESQUE	1,228,569
ARIETTE	854,695
B THIN	1,072,271
B-COMFORTABLE	1,354,360
B.LITTLER Stylized	1,082,678
BACK UP	1,063,374
BARE DEVIL	784,480
BARELY ME	899,726
BAROQUE	787,219
BAUBLES	743,041
BE BRIEF	1,342,803
BE SLIM	1,050,123
BEGUILEMENT	854,698
BI-LINE	689,554
BIT OF BRIGHTNESS	995,640
BIT OF COLOR	995,641

BODY LUXURY	1,362,067
BODY TALK	916,765
BODY THING	919,017
BODYMATES	949,861
BRA TOPPER	1,577,876
BRAVA	1,746,453
BRAVO	1,358,147
BRIEF ENCOUNTER	924,754
BRIEFCLING	873,495
BRIEFLEE	824,482
BRIEFLING	819,563
CALORIE COUNTERS	1,052,480
CHANSONETTE	344,845
CHANTILLY	1,315,862
CHARADE	694,295
CHOREOGRAPHY	692,474
CLEARLY ME	917,279
CLEAVAGE WITH COMFORT	1,973,540
COLOR ME PRETTY	946,851
COMFORT WIRE	877,465
CONCERTINA	733,831
CONFECTION	838,885
CONTURA	696,809

COOLAIRE Stylized	529,603
COTTON UP	995,348
COUNTER-PART	826,929
COUNTERPARTS	1,132,754
COUNTERPOINT	437,024
CUSHION COMFORT	1,573,532
DAY DREAMS	717,213
DEC-LA-TAY Stylized	307,816
DEFINITION	854,697
DELECTABLES	836,341
DELICACY	848,720
DIALOGUE	766,435
DIAMOND TOUCH	816,653
DO IT IN STYLE	1,244,621
DREAM	1,129,002
DREAM BY MAIDENFORM	714,771
DREAM FLOWERS	767,908
DREAM-AIRE	743,826
DREAMETTES	734,220
DREAMFORM	1,062,316
DREAMLINER	739,405
DREAMTIME	769,991

DREAMWEAR	887,553
EASY TOUCH	811,754
EMPHASIS	700,601
EPISODE	686,686
EXCLUSIVELY YOURS	1,513,696
FANTASIA	565,728
FASHION TIME	913,882
FASHION TIME	867,223
FIGURAMA Stylized	625,905
FIRST INVENTIONS	737,199
FIRST STAR	700,602
FLEX-O-TONER	1,493,266
FLEXAIRE	387,227
FLEXEES Stylized	305,623
FLEXEES Stylized	684,480
FLEXEES Stylized	509,087
FLOWERETTE	659,392
FLOWERETTE	733,130
FRAME-UP	729,506
FRAPPE	723,645
FRENCH FANCY	1,081,155
FULL BUSTED AND BEAUTIFUL	1,973,988

FULL-BUSTED, NOT FULL-FIGURE	1,962,499
GOOD FIGURING	1,140,872
GOOD SENSE	968,705
HALF WAY	814,567
HI-WIRE	774,626
HIDDEN ADVANTAGE	1,610,621
HIP SLIMMER	1,722,059
HOLD ME LIGHTLY	968,697
I'M ON A DIET	1,024,730
I'M ON A DIET	1,041,841
IMPROVISATION	686,687
INNOVATION	686,688
INSTANT SLIMMER	1,665,894
INTRODUCTION	887,554
INTRODUCTION	681,533
IT'S AMAZING	1,981,549
KEEP ME IN STYLE	994,367
LA DIFFERENCE FITS- YOUR-MOOD	1,949,216
LACE CONFECTION	873,491
LACE L'IMAGE	1,515,519
LACERY	787,222
LETTER PERFECT	1,258,626

LIASONS	1,244,620
LILYETTE	775,013
LILYETTE BRAS AND PANTIES YOUR UNDERNEATH Stylized	1,870,612
LILYETTE SOFTON	1,351,793
LITTLE DIFFERENCE	974,386
LITTLE LUXURIES	1,081,154
LITTLE NOTION	918,592
LUSTRE COMFORT SOFT PRETTY and Design	1,641,352
LUSTRE-WIRE	902,663
MAIDENETTE	252,399
MAIDENETTE	252,399
MAIDENFORM	547,558
MAIDENFORM	719,353
MAIDENFORM	971,400
MAIDENFORM Stylized	927,373
MASQUERADE	612,652
MEDLEY	694,294
MEMORY STRETCH	1,035,385
MEMORY STRETCH	1,073,676
MERELY ME	894,220
MINI-CLING	873,493

MINI-WIRE	902,660
MINIMIZER	1,071,869
MORE OR LESS	963,689
NEARLY YOU	901,842
NICE'N SPICY	1,153,209
NICE FEELING	974,040
NITE 'N DAY Stylized	502,626
NO-SHOW	902,657
NO-SHOW NATURALS	1,048,581
NON CHALANCE	1,349,565
ONCE OVER LIGHTLY	854,702
ONCE OVER Stylized	384,683
PANIX	384,670
PANTINO	680,841
PRE-LUDE	316,451
PRECIOUS LITTLE	926,480
PRETTY FOXY	1,181,197
PRETTY GIRL	864,584
PRETTY GIRL Stylized	551,120
PRETTY PRO	1,149,918
PRETTY SHAPELY	1,149,919
PRINTS CHARMING	872,632
PRIVATE AFFAIR	572,600

PRIZE POSSESSIONS	854,227
RATED X	924,326
REAL THING	974,640
REFLEXION Stylized	517,038
RENDEZVOUS	1,833,907
REVERIE	686,334
SAFI	628,759
SARONG	749,821
SARONG	622,358
SARONG Stylized	553,826
SARONG TWO	669,937
SATIN SEDUCTION	1,946,806
SEA DREAM	835,526
SECRET CENTER	982,013
SECRET CIRCLE	1,038,532
SECRET ROMANCE	1,883,647
SARONG	749,821
SARONG	622,358
SARONG Stylized	553,826
SARONG TWO	669,937
SATIN SEDUCTION	1,946,806
SEA DREAM	835,526

SECRET CENTER	982,013
SECRET CIRCLE	1,038,532
SECRET ROMANCE	1,883,647
SEEN-LESS	902,661
SELF-EXPRESSIONS	1,771,562
SHAPE ME	947,309
SHAPE ME PRETTY	989,353
SHAPE ME SWEETLY	989,352
SHAPE-MATES	870,953
SHEER EASE	826,916
SHEER MUSIC	811,734
SHEER-THING	917,283
SHEERLING	918,108
SHIMMER-SHEER	917,276
SHIMMERLING	917,280
SIMPLE SOLUTIONS	2,081,350
SIMPLY BETTER	1,559,070
SKIN WEAR	925,156
SLIGHT ADVANTAGE	947,308
SMALL TALK	975,057
SMOOTH OPERATOR	918,588
SMOOTH SENSATIONS	2,245,111
SOFTALURE	1,245,424

SOMETHING SHAPELY	1,081,860
SOMETHING SPECIAL	1,720,387
SPLITS Stylized	406,780
STAR FLOWER	688,030
STARGAZER	701,890
STARSTRUCK	688,031
STELLAR	701,889
STITCH-IN-TIME	687,997
STRATEGY	705,633
STRETCH-CONFECTION	873,494
STYLEMASTER	742,026
SUBTERFUGE	693,926
SUBTRACT	992,896
SUBTRACT	696,818
SUBTRACT	1,102,784
SUBTRACT ELITE	1,392,474
SWEET DREAMS	751,338
SWEET MISS	913,883
SWEET MS.	995,639
SWEET NOTHINGS	765,976
SWEET SECRET	898,362
SWEET SOMETHINGS	1,077,962

SWEET TALK	740,668
SWEET THING	828,608
TAKE THE PLUNGE	974,042
TENDER LACE	947,636
THE AMAZING BRA	2,037,454
THE BRA FOR DIETERS	1,515,520
THE COTTON CONTINENTALS	1,224,348
THE GLOW-TOGETHERS	854,700
THE MAIDENFORM WOMAN, YOU NEVER KNOW WHERE SHE'LL TURN UP	1,162,031
THE RIGHT SUPPORT FOR YOUR	1,443,299
THE SHAPE MAKER	1,000,124
THE TOTALLY TERRIFICS	854,696
TRUE FORM Stylized	186,657
UNDER RIGHT	654,171
UNDER-COVER	855,157
UNDER-FLING	917,284
UNDER-SHEATH	829,138
UNDER-WONDER	877,027
UNDERCURRENT	862,030
UNDERLINE	628,766
UNDERMOST	799,139

UNDERSKINS	918,591
UNDERTONE	665,802
WANTED	718,982
WHITE FLOWERS	659,393
WISE GUISE	820,814
WISEGUYS	1,145,820
DESIGN ONLY	1,128,334
WOMAN POWER	917,275
YOUNG PERFORMERS	1,424,036
YOUR BODY	919,016

RELEASE

Reference is made to the Disclosure Statement Concerning Debtors' First Amended and Restated Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code of Maidenform Worldwide, Inc. ("MFWW"), Maidenform, Inc. ("Maidenform") and NCC Industries, Inc. ("NCC") (the "Disclosure Statement"), the Amended and Restated Loan Agreement dated December 20, 1996, as amended among MFWW and its Subsidiaries, the banks party thereto, and CoreStates Bank, N.A. as Collateral Agent (the "Pre-Petition Loan Agreement") and the Debtor-in-Possession Credit Agreement dated July 22, 1997 among MFWW, Maidenform, NCC and CoreStates Bank, N.A., as Agent (the "DIP Credit Agreement").

The undersigned, being the Agent under the Pre-Petition Loan Agreement and the DIP Credit Agreement (the "Facilities"), hereby agrees that upon the occurrence of the Effective Date (as defined in the Disclosure Statement) the payment of all principal, interest and other amounts outstanding under or in respect of the DIP Credit Agreement (including outstanding letters of credit) and the repayment or replacement of all outstanding standby letters of credit issued under the Institutional Lender Agreements (as defined in the Disclosure Statement) and related agreements and the DIP Credit Agreement, the undersigned hereby (i) releases each of MFWW, Maidenform and NCC and their respective affiliates from any and all obligations it may have under the Pre-Petition Loan Agreement or the DIP Credit Agreement or any of the Security Documents referred to below, (ii) hereby releases any and all liens, charges, encumbrances, mortgages, or security interests granted to it in connection with the Facilities, including without limitation those granted under the documents listed on Annex A hereto (the "Security Documents") and (iii) hereby acknowledges that any Tri-Party Agreement entered into among Maidenform, the undersigned and any bank in which Maidenform has a deposit account is terminated.

The undersigned also agrees to deliver to Maidenform any and all stock certificates, notes or instruments currently in its possession delivered pursuant to the Security Documents or otherwise.

The undersigned also agrees to execute and deliver to Maidenform any and all termination statements, mortgage releases or other documentation reflecting the releases contained herein that Maidenform may reasonably request.

IN WITNESS WHEREOF, the undersigned has executed this release as of the 2nd day of July, 1999.

FIRST UNION NATIONAL BANK,
SUCCESSOR BY MERGER TO
CORESTATES BANK, N.A.

By: [Signature]

Name: C. R. Cook
Title: Vice President

ANNEX A

1. Security Agreement dated as of April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto.
2. Pledge Agreement dated as of April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto.
3. Mortgage and Security Agreement dated April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto (Florida).
4. Collateral Assignment of Leases dated April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto (Florida).
5. Deed of Trust, Assignment of Rents and Security Agreement dated April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto (North Carolina).
6. Collateral Assignment of Leases dated April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto (North Carolina).
7. Trademark Security Agreement dated April 26, 1995 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto.
8. Second Trademark Security Agreement dated September 11, 1996 among Maidenform Worldwide, Inc. and its Subsidiaries, CoreStates Bank, N.A. as collateral agent, and the banks party thereto.
9. Debenture among Jamaica Needlecraft Limited, CoreStates Bank, N.A. as collateral agent, and the banks party thereto.
10. Chattel Mortgage Agreement dated December 20, 1996 among Elizabeth Needlecraft, Inc., CoreStates Bank, N.A. as collateral agent, and the banks party thereto.
11. Chattel Mortgage Agreement dated December 20, 1996 among Nicholas Needlecraft, Inc., CoreStates Bank, N.A. as collateral agent, and the banks party thereto.