

11-09-2000

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



101512161

24

OCT 2000

MRO
10-24-00

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

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/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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: 002164 FRAME: 0348

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 **212-697-5995**

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.

19

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)

75774883

75777208

75777209

1698685

1698683

1774848

75777211

75777210

75777213

1695706

1701312

1701320

75784299

75784298

75777214

970369

1866165

1857431

Number of Properties

Enter the total number of properties involved.

62

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **1565.00**

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:

01-1785

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.

CHESTER ROTHSTEIN

Name of Person Signing



Signature

10/24/00 [94500/6230]

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name IZKA, S.C.

10 06 00

Formerly

☐ Individual ☒ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization FRANCE

Receiving Party

Enter Additional 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

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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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)

75777212

75777207

75784841

1812639

1984580

1285720

75757287

75795837

75795836

1877351

1724886

1762290

75757290

75774475

75795834

1698684

1845677

1907411

75757289

75757288

75795835

1795074

724527

2262288

75757291

75813200

75784020

2262289

2342431

2337521

75784021

75777227

75785963

2041565

1913422

1446518

75831409

75784023

75784024

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name EURALIS

10 06 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization FRANCE

Receiving Party

Enter Additional 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

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☐ Corporation ☐ Association

☐ Other

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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)

75831410	75784022	75777226
75773231	75833961	

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name LEJABY S.A.

10 06 00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization FRANCE

Receiving Party

Enter Additional 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

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☐ Corporation ☐ Association

☐ Other

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

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☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

SHORT-FORM U.S. IP SECURITY AGREEMENT FOR FOREIGN SUBSIDIARIES

This SHORT-FORM U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR FOREIGN SUBSIDIARIES (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Short-Form U.S. IP Security Agreement for Foreign Subsidiaries") dated October 6, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of State Street Bank and Trust Company as collateral trustee (the "Collateral Trustee") for the Secured Parties (as defined in the Intercreditor Agreement referred to below).

WHEREAS, the Grantors have entered into an Intercreditor Agreement dated as of October 6, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), with The Warnaco Group, Inc. and certain of its other subsidiaries, State Street Bank and Trust Company, as Collateral Trustee, the Agents and the Lender Parties party thereto. Terms defined in the Intercreditor Agreement or the Facility Agreement (as defined in the Intercreditor Agreement) and not otherwise defined in this Agreement are used in this Agreement as defined in the Intercreditor Agreement or the Facility Agreement, as applicable.

WHEREAS, pursuant to the Intercreditor Agreement, each Grantor has executed and delivered that certain U.S. Intellectual Property Security Agreement for Foreign Subsidiaries dated as of October 6, 2000 made by the Grantors to the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. IP Security Agreement for Foreign Subsidiaries").

WHEREAS, under the terms of the U.S. IP Security Agreement for Foreign Subsidiaries, the Grantors have granted a security interest in certain intellectual property of the Grantors to the Collateral Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Short-Form U.S. IP Security Agreement for Foreign Subsidiaries covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "IP Collateral"):

(a) the United States, patents and patent applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by supplements to the U.S. IP Security Agreement for Foreign Subsidiaries and this Short-Form U.S. IP Security Agreement for Foreign Subsidiaries, each such supplement being in substantially the form of Exhibit B to the U.S. IP Security Agreement for Foreign Subsidiaries (a "U.S. IP Security Agreement Supplement for Foreign Subsidiaries"), executed and delivered by such Grantor to the Collateral Trustee from

time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States trademark and service mark registrations and applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by U.S. IP Security Agreement Supplements for Foreign Subsidiaries executed and delivered by such Grantor to the Collateral Trustee from time to time) (the "Trademarks"); and

(c) the United States copyright registrations and applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by U.S. IP Security Agreement Supplements for Foreign Subsidiaries executed and delivered by such Grantor to the Collateral Trustee from time to time) (the "Copyrights").

Section 2. Security for Obligations. The grant of a security interest in, the IP Collateral by each Grantor under this Short-Form U.S. IP Security Agreement for Foreign Subsidiaries secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short-Form U.S. IP Security Agreement for Foreign Subsidiaries secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable United States government officer record this Short-Form U.S. IP Security Agreement for Foreign Subsidiaries.

Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Short-Form U.S. IP Security Agreement for Foreign Subsidiaries has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the IP Collateral are more fully set forth in the U.S. IP Security Agreement for Foreign Subsidiaries, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This Short-Form U.S. IP Security Agreement for Foreign Subsidiaries shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

PENHALIGON'S LTD.

By: _____

Title _____

IZKA, S.C.

By: _____

Title _____

EURALIS

By: _____

Title _____

LEJABY S.A.

By: _____

Title _____

U.S. IP Security Agreement
For Foreign Subsidiaries

NYDOCS03/548274.6

U.S. IP Security Agreement
For Foreign Subsidiaries

NYDOCS03/548274.6

TRADEMARK
REEL: 002164 FRAME: 0355

SCHEDULE I

FOREIGN ENTITIES OWNING U.S. INTELLECTUAL PROPERTY

Penhaligons Ltd. Registered Trademarks

<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Status</u>	<u>Comments</u>
BLENHEIM BOUQUET	1,698,685	7-July-1992	Reg	
BLUEBELL	1,698,683	7-July-1992	Reg	
CORNUBIA	1,774,848	08-Jun-1993	Reg	
ELISABETHAN ROSE	1,695,706	23-Jun-1992	Reg	
ENGLISH FERN	1,701,312	21-Jul-1992	Reg	
HAMMAM BOUQUET	1,701,320	21-Jul-1992	Reg	
LANGUAGE OF FLOWERS	970,369	09-Oct-1973	Reg	
LANGUAGE OF FLOWERS	1,866,165	06-Dec-1994	Reg	
LORDS	1,857,431	11-Oct-1994	Reg	
MORNING GLORY	1,812,639	21-Dec-1993	Reg	
ORMOLU	1,984,580	02-Jul-1996	Reg	
PENHALIGON'S	1,285,720	17-Jul-1984	Reg	
PENHALIGON'S	1,877,351	07-Feb-1995	Reg	
PENHALIGON'S THE LANGUAGE OF FLOWERS	1,724,886	20-Oct-1992	Reg	
RACQUETS	1,762,290	06-Apr-1993	Reg	
VICTORIAN POSY	1,698,684	07-Jul-1992	Reg	

Penhaligons Ltd. Pending Trademarks

<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Status</u>
PENHALIGON'S	75/774,883	12-Aug-1999	Pending
BOTTLE AND "U" SHAPED BOW DESIGN	75/777,208	17-Aug-1999	Pending
BOTTLE AND BOW DESIGN	75/777,209	17-Aug-1999	Pending
BOTTLE AND COILED CORD DESIGN	75/777,211	17-Aug-1999	Pending
BOTTLE AND FLOPPY BOW DESIGN	75/777,210	17-Aug-1999	Pending
BOTTLE AND TASSEL DESIGN	75/777,213	17-Aug-1999	Pending
BOTTLE NECK AND TASSEL DESIGN	75/784,299	25-Aug-1999	Pending
BOTTLE NECK, CORD AND PENDANT DESIGN	75/784,298	25-Aug-1999	Pending
BOTTLE NECK, STOPPER AND BOW DESIGN	75/777,214	17-Aug-1999	Pending
BOTTLE, CORD AND PENDANT DESIGN	75/777,212	17-Aug-1999	Pending
FLOWERED BOTTLE DESIGN	75/777,207	17-Aug-1999	Pending
PENDANT DESIGN	75/784,841	25-Aug-1999	Pending
PENHALIGON'S	75/757,287	21-Jul-1999	Pending
PENHALIGON'S	75/795,837	08-Sep-1999	Pending
PENHALIGON'S	75/795,836	08-Sep-1999	Pending
PENHALIGON'S	75/757,290	21-Jul-1999	Pending
PENHALIGON'S	75/774,475	12-Aug-1999	Pending
PENHALIGON'S	75/795,834	08-Sep-1999	Pending
PENHALIGON'S	75/757,289	21-Jul-1999	Pending

PENHALIGON'S	75/757,288	21-Jul-1999	Pending	ITU
PENHALIGON'S	75/795,835	08-Sep-1999	Pending	
PENHALIGON'S	75/757,291	21-Jul-1999	Pending	ITU
PENHALIGON'S CASTILE	75/813,200	01-Oct-1999	Pending	ITU
PENHALIGON'S ENGLISH CLASSIC	75/784,020	25-Aug-1999	Pending	ITU
PENHALIGON'S ENGLISH CLASSICS	75/784,021	25-Aug-1999	Pending	ITU
PENHALIGON'S LONDON & BOTTLE DESIGN	75/777,227	17-Aug-1999	Pending	
PENHALIGON'S LONDON & SPRAY TOP BOTTLE DESIGN	75/785,963	26-Aug-1999	Pending	
PENHALIGON'S LP NO. 9	75/831,409	25-Oct-1999	Pending	
PENHALIGON'S LP NO. 9	75/784,023	25-Aug-1999	Pending	ITU
PENHALIGON'S LP NO. 9	75/784,024	25-Aug-1999	Pending	ITU
PENHALIGON'S NO. 9	75/831,410	25-Oct-1999	Pending	ITU
PENHALIGON'S THE LANGUAGE OF FLOWERS	75/784,022	25-Aug-1999	Pending	ITU
SCALLOPED BOTTLE DESIGN	75/777,226	17-Aug-1999	Pending	

Lejaby S.A. Registered Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Comments</u>
L DE LEJABY (STYLIZED)	1,845,677	19-Jul-1994	Reg	
POUR L'AMOUR DE LA FEMME	1,907,411	25-Jul-1995	Reg	
AMANCE	1,795,074	28-Sept-1993	Reg	
LEJABY	724,527	28-Nov-1981	Renewed	

IZKA Pending Trademarks

<u>Trademark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Comments</u>
IZKA	75/773,231	11-Aug-1999	Pending	ITU
IZKA Lingerie Wear	75/833,961	28-Oct-1999	Pending	ITU

Euralis Registered Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Comments</u>
DAPHNE	2,262,288	20-Jul-1999	Reg	
ASTRID	2,262,289	20-Jul-1999	Reg	
CHERYL	2,342,431	18-Apr-2000	Reg	
MY TOP	2,337,521	04-Apr-2000	Reg	
WANOIS	2,041,565	04-Mar-1997	Reg	
CANOKI	1,913,422	22-Aug-1995	Reg	
RASUREL (SPECIAL WRITING)	1,446,518	07-Jul-1987	Reg	Change of Name

SCHEDULE IV, PART A
(1 of 7)

1. Calvin Klein, Inc. Trust Agreement

Dated: March 14, 1994

- A. Worldwide Transfer Agreement among Calvin Klein, Inc., Calvin Klein Trademark Trust and Warnaco Inc.
Dated: March 14, 1994
- B. Trademark Assignment between Calvin Klein, Inc. and Calvin Klein Trademark Trust
Dated: March 14, 1994
- C. Acquisition Agreement among Calvin Klein, Inc., The Warnaco Group, Inc. and Warnaco Inc.
Dated: March 14, 1994
- D. Servicing Agreement between Calvin Klein, Inc. and Calvin Klein Trademark Trust
Dated: March 14, 1994
- E. Administration Agreement between Calvin Klein, Inc. and Warnaco Inc.
Dated: March 14, 1994
- F. Quality Assurance Agreement among Calvin Klein, Inc., Calvin Klein Trademark Trust and Warnaco Inc.
Dated: March 14, 1994
- G. Class A Owner Certificate to the Calvin Klein Trademark Trust (issued by the Calvin Klein, Inc. Trust Agreement)
Dated: March 14, 1994
- H. Class B Owner Certificate to the Calvin Klein Trademark Trust (issued by the Calvin Klein, Inc. Trust Agreement)
Dated: March 14, 1994
- I. Class C Owner Certificate to the Calvin Klein Trademark Trust (issued by the Calvin Klein, Inc. Trust Agreement)
Dated: March 14, 1994
- J. CKI Products License Agreement between Calvin Klein Trademark Trust and Calvin Klein, Inc.
(Exhibits B to the Worldwide Transfer Agreement)
Dated: March 14, 1994
- K. Women's Intimate Apparel License Agreement between Calvin Klein Trademark Trust and Calvin Klein, Inc.

SCHEDULE IV, PART A
(2 of 7)

(Exhibit C to the Worldwide Transfer Agreement)
Dated: March 14, 1994

L. Men's Underwear License Agreement between Calvin Klein Trademark Trust and Calvin Klein, Inc.
(Exhibits D to the Worldwide Transfer Agreement)
Dated: March 14, 1994

2. Store License Agreement between Calvin Klein, Inc. and Outlet Holdings, Inc.
Dated: October 24, 1996

3. Asset Purchase Agreement among Outlet Stores, Inc., Designer Holdings, Inc. and Calvin Klein, Inc.
Dated: October 31, 1996

4. Assignment and Assumption Agreement between Calvin Klein, Inc. and Calvin Klein Underwear, Inc.
Dated: January 2, 1995

Assignment and Acknowledgement among Calvin Klein Underwear, Inc. and Calvin Klein, Inc. and Calvin Klein Trademark Trust (Women's Intimate Apparel License)
Dated: January 2, 1995

Assignment of Rights between Calvin Klein, Inc. and Calvin Klein Underwear, Inc.
Dated: January 2, 1995

5. License Agreement between Calvin Klein, Inc. and Calvin Klein Jeanswear Company
Dated: August 4, 1994

A. Letter Amendment
Dated: April 22, 1996

6. Men's Accessories License Agreement between Calvin Klein, Inc. and Warnaco Inc.
Dated: March 14, 1994

7. License Agreement between Speedo International B.V. and Speedo International Limited and Waranco Inc. and Warnaco International Inc., (United States/Canada)
Dated: May 10, 1990

8. License Agreement among Speedo Knitting Mills Pty. Limited and Warnaco Inc. and Warnaco International Inc., (Mexico/Caribbean)
Dated: May 10, 1990

9. Agreement between Speedo Holdings B.V. and S Acquisition Corp. (parties herein have acquired the rights of the parties in "3." Above; S Acquisition Corp. changes its corporate

SCHEDULE IV, PART A
(3 of 7)

name to Speedo Authentic Fitness)
Dated: May 8, 1992

10. Sub-License Agreement between Authentic Fitness Products Inc. and Authentic Fitness Corporation
Dated: June 1, 1995
11. License Agreement between United States Swimming, Inc. and Speedo America (a division of Authentic Fitness Products Inc. and Authentic Fitness Corporation)
Dated: January 1, 1997
 - A. Letter confirming and summarizing License Agreement
Dated: June 11, 1999
12. License Agreement among Lifeguard Licensing Corp. and Authentic Fitness Products Inc. and Authentic Fitness Corporation
Dated: July 1, 1995
 - A. Letter exercising option to renew
Dated: July 1, 1995
13. License Agreement among Anne Cole Design Studio, Ltd. And Anne Cole and Authentic Fitness Corporation
Dated: October 26, 1993
 - A. Consulting and Design Services Agreement between Anne Cole and Authentic Fitness Corporation
Dated: October 26, 1993
14. Amended and Restated Trademark License Agreement between Polo Ralph Lauren, L.P. and Modes Alto-Regal
Dated: November 1, 1995
 - A. Amended and Restated Design Services and Copyright License Agreement between Polo Ralph Lauren, L.P. and Modes Alto-Regal
Dated: November 1, 1995
 - B. Letter re License Agreement and Warnaco Inc.'s acquisition of modes Alto-Regal
Dated: June 16, 1999
15. Chaps Sportswear Amended and Restated License Agreement between Polo Ralph Lauren, L.P. and Warnaco Inc.
Dated: January 1, 1996

SCHEDULE IV, PART A
(4 of 7)

- A. Chaps Sportswear Amended and Restated Design Services Agreement between Polo Ralph Lauren Enterprises, L.P. and Warnaco Inc.
(Chaps Sportswear)
Dated: January 1, 1996
- B. Letter re adding Mexico
Dated: June 2, 1998
- 16. Women's Swimwear License Agreement among PRL USA, Inc. and The Polo/Ralph Lauren Company, L.P. and Authentic Fitness Products, Inc.
Dated: February 1, 1998
 - A. Women's Swimwear Design Services Agreement between Polo Ralph Lauren Corporation and Authentic Fitness Products, Inc.
Dated: February 1, 1998
- 17. License Agreement between Weight Watchers International, Inc. and Warnaco Inc.
Dated: January 8, 1999
- 18. License Agreement between Oscar de la Renta Licensing Corp. and Authentic Fitness Corporation
Dated: September 9, 1993
 - A. Designer Agreement between Authentic Fitness Corporation and Oscar de la Renta
Dated: September 9, 1993
- 19. License Agreement between Fruit of the Loom, Inc. and Warnaco, Inc.
Dated: August 26, 1991
 - A. First Amendment of License Agreement
Dated: February 12, 1992
 - B. Restated First Amendment of License Agreement
Dated: June 12, 1992
 - C. Second Amendment of License Agreement
Dated: September, 1992
 - D. Letter re Second Amendment to License Agreement
Dated: September 29, 1992
 - E. Third Amendment to License Agreement
Dated: November, 1992

SCHEDULE IV, PART A
(5 of 7)

- F. Fourth Amendment to License Agreement
Dated: December 16, 1994
 - G. Fifth Amendment and Extension Agreement
Dated: May 30, 1997
 - H. Sixth Amendment and Extension Agreement
Dated: December 3, 1998
- 20. Sublicense Agreement among Authentic Fitness Products, Inc. and Warnaco Inc.
(SPEEDO BY WARNER'S)
Dated: June 1, 1995
 - 21. Transfer Agreement between Warnaco U.S., Inc. (formerly ML Inc.) and Warnaco
Netherlands B.V. (Canada and Europe) (WARNER'S and OLGA)
Dated: December 31, 1998
 - 22. License Agreement between Warnaco U.S., Inc. (formerly ML Inc.) and Warnaco Inc.
(WARNER'S and OLGA)
Dated: December 31, 1998
 - 23. License Agreement between Authentic Fitness Corporation and Wal-Mart Stores Inc.
(CATALINA)
Dated: December 29, 1993
 - 24. License Agreement between Authentic Fitness Corporation and Wal-Mart Stores Inc.
(WHITE STAG)
Dated: August 26, 1993
 - 25. License Agreement between Authentic Fitness Corporation and Warnaco Inc.
(CATALINA)
Dated: December 1, 1993
 - 26. License Agreement between Authentic Fitness Corporation and Warnaco Inc. (WHITE
STAG)
Dated: May 14, 1990
 - 27. Intercompany License Agreement between Warnaco International Inc. and Warnaco of
Canada Limited
Dated: January 1, 1988
 - 28. Intercompany License Agreement between Warnaco International Inc. and Warner's
(U.K.) Limited
Dated: January 1, 1994

SCHEDULE IV, PART A
(6 of 7)

29. Intercompany Sublicense Agreement between Warnaco Inc. and Warnaco B.V.
Dated: March 1, 1998
30. Intercompany License Agreement between Warnaco Inc. and Warner's de Mexico S.A.
de C.V. Dated: January 1, 1991.

SCHEDULE IV, PART B
(7 of 7)

1. Speedo International Ltd. v. Authentic Fitness Corp., Authentic Fitness Products Inc., Warnaco Inc., and The Warnaco Group, Inc. 00CIV6931 (DAB)(SDNY)
2. Calvin Klein Trademark Trust, et al. v. The Warnaco Group, Inc. et al., 00CIV4052 (JSR)(SDNY)
3. Kayne v. Authentic Fitness Corp., et al., Case No. 00-0256 MMM (Ex) (C.D. Cal.)