

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

02-28-2001



101623052

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

2-16-01

- 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
- Change of Name
- Other

Effective Date
Month Day Year
02 16 01

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)

- 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.)

02/27/2001 DBYRNE 00000198 76075111

FOR OFFICE USE ONLY

990E

01 FC:481 40.00 DP
02 FC:482 250.00 DP

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: 002241 FRAME: 0360

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)

FEB 16 2001

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)

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| <input type="text" value="76075111"/> | <input type="text" value="76096265"/> | <input type="text" value="76184130"/> | <input type="text" value="1140879"/> | <input type="text" value="2411460"/> | <input type="text" value="2363826"/> |
| <input type="text" value="76096246"/> | <input type="text" value="76096268"/> | <input type="text" value="74553784"/> | <input type="text" value="2394293"/> | <input type="text" value="1417457"/> | <input type="text"/> |
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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.

CHESTER ROTHSTEIN

Name of Person Signing

Signature

02/16/01 [94500/6230]

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Formerly

Individual General Partnership Limited Partnership Corporation Association

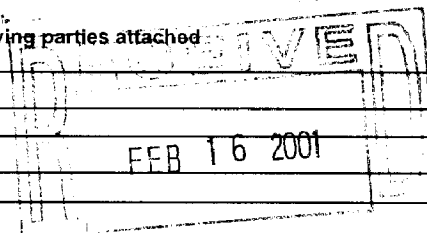
Other

Citizenship State of Incorporation/Organization

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)

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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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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **CCC ACQUISITION CORP.**

02 16 01

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization **DELAWARE**

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

FEB 16 2001

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)

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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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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**IP Security Agreement Supplement**") dated February 16, 2001, is made by the Persons listed on the signature pages hereof (the "**Grantor**") in favor of State Street Bank and Trust Company, as collateral trustee (the "**Collateral Trustee**") for the Secured Parties (as defined in Annex A to the Facility Agreement referred to below).

WHEREAS, The Warnaco Group, Inc. and certain of its subsidiaries have entered into the

- (i) 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 Bank of Nova Scotia ("**Scotiabank**"), as Administrative Agent (the "**Administrative Agent**"), Scotiabank and Salomon Smith Barney Inc. ("**SSBI**"), as Lead Arrangers, Scotiabank and Citibank, N.A., as Debt Coordinators (the "**Debt Coordinators**"), Scotiabank, SSBI, Morgan Guaranty Trust Company of New York, Commerzbank A.G. and Société Générale, as Arrangers, the other financial institutions under the Covered Facilities specified therein from time to time parties thereto and the Collateral Trustee; and
- (ii) Facility Agreement dated as of October 6, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") with The Warnaco Group, Inc. and its Subsidiaries party thereto, the Administrative Agent, the Debt Coordinators and the Collateral Trustee.

Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in Annex A to the Facility Agreement.

WHEREAS, pursuant to the Facility Agreement, the Grantor (and each other grantor referred to therein) has executed and delivered that certain Security Agreement dated October 6, 2000 to the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities, the Grantor and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Collateral

Trustee dated October 6, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Collateral Trustee for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security

The Grantor hereby acknowledges and confirms the grant of a security interest to the Collateral Trustee for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "**Additional Collateral**"):

- (i) The United States patents and patent applications set forth in Schedule I hereto, 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**");
- (ii) The United States trademark and service mark registrations and applications set forth in Schedule I hereto (the "**Trademarks**"); and
- (iii) The United States copyright registrations and applications set forth in Schedule I hereto (the "**Copyrights**").

SECTION 2. Supplement to Security Agreement and IP Security Agreement

Schedule IV to the Security Agreement and Schedule I to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation

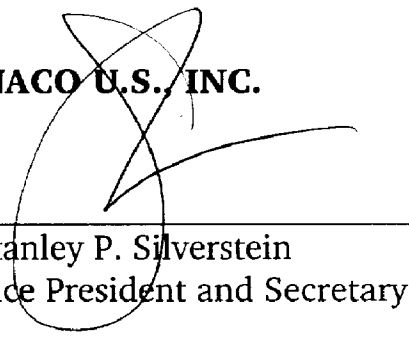
The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable United States government officer to record this IP Security Agreement Supplement.

SECTION 4. Governing Law

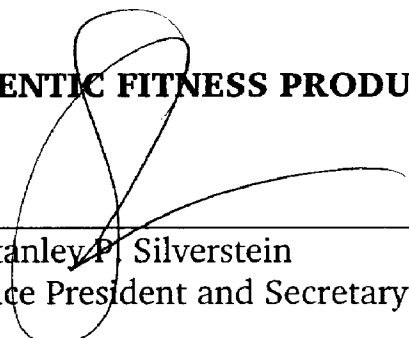
This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

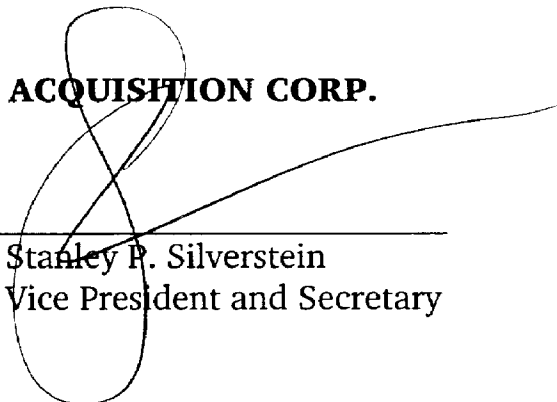
WARNACO U.S., INC.

By 
Stanley P. Silverstein
Vice President and Secretary

AUTHENTIC FITNESS PRODUCTS INC.

By 
Stanley P. Silverstein
Vice President and Secretary

CCC ACQUISITION CORP.

By 
Stanley P. Silverstein
Vice President and Secretary

Address for Notices:

90 Park Avenue
New York, NY 10016

**SCHEDULE I TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT
(dated February 16, 2001)**

**AFTER-ACQUIRED INTELLECTUAL PROPERTY - (TRADEMARKS)
United States**

I. Warnaco U.S., Inc.

| | <u>Appl./Reg. No.</u> |
|-----------------------------|------------------------------|
| BODY COSMETICS | 1,140,879 |
| OLGA FEATHERS | 2,411,460 |
| WOMANUNDERCOVER | 76/075,111 |
| BODYSLIMMERS LACE WORK | 76/096,265 |
| ABFAB | 76/184,130 |
| IN PERFECT CONTROL | 76/096,246 |
| SURPRISING LACE | 76/096,268 |
| WARNER'S DOUBLE TAKE COTTON | 2,363,826 |

II. Authentic Fitness Products Inc.

| | <u>Appl./Reg. No.</u> |
|----------------------|------------------------------|
| AOUANETICS | 2,394,293 |
| AUTHENTIC BASKETBALL | 74/553,784 |

III. CCC Acquisition Corp.

| | |
|-------------------|-----------|
| CATALINA & DESIGN | 1,417,457 |
|-------------------|-----------|

AFTER-ACQUIRED INTELLECTUAL PROPERTY - (TRADEMARKS)
International

I. Warnaco U.S., Inc.

| <u>Canada:</u> | <u>Appl./Reg. No.</u> |
|-----------------------|------------------------------|
| MY SKIN | 1,067,857 |
| SHADOW PLAY | 1,607,873 |
| SILK PETALS | 1,067,872 |
| TOUCH OF FASHION | 1,067,856 |
| ULTIMATE SLEEK | 1,067,871 |
| WHAT A BODY | 1,067,874 |

| <u>Mexico:</u> | <u>Appl./Reg. No.</u> |
|----------------------------------|------------------------------|
| BECAUSE YOU LOVE NICE THINGS | 437732 |
| FRIDAY'S BRA BY WARNER'S | 442145 |
| PARA UD QUE AMA LAS COSAS BELLAS | 437733 |

| <u>United Kingdom:</u> | <u>Appl./Reg. No.</u> |
|-------------------------------|------------------------------|
| BODYSLIMMERS | 2202567 |
| BODYSLIMMERS NANCY GANZ | 2202570 |
| NANCY GANZ | 2202569 |

II. Lejaby S.A. or Euralis

| <u>France:</u> | <u>Appl./Reg. No.</u> |
|------------------------|------------------------------|
| SOUTIEN GORGE (DEVICE) | 1,459,927 |

III. Penhaligon's Limited

| <u>Mexico:</u> | <u>Appl./Reg. No.</u> |
|-----------------------|------------------------------|
| PENHALIGON'S | 676507 |
| PENHALIGON'S | 676508 |

United Kingdom:

Appl./Reg. No.

BLLENHEIM BOUQUET

2141170

PENHALIGON'S LONDON & BOTTLE DEVICE

2223584

ABANDONED INTELLECTUAL PROPERTY - (TRADEMARKS)
United States

I. Authentic Fitness Products Inc.

| | <u>Appl./Reg. No.</u> |
|-------------------------------|------------------------------|
| BANTAMCA | 361,448 |
| MOUNTAIN GOAT NSEW | 1,708,193 |
| COTE D'AZUR | 75/163,688 |
| AUTHENTIC ACTIVEWEAR | 75/408,619 |
| T-SWEATS BY AUTHENTIC FITNESS | 74/607,635 |
| TEE-SWEAT | 75/442,401 |
| TOUR DE FORCE | 75/212,675 |
| ABFAB | 75/032,024 |

II. CCC Acquisition Corp.

| | <u>Appl./Reg. No.</u> |
|---------------|------------------------------|
| FRENCH ACCENT | 1,085,569 |

III. Lejaby S.A.

| | <u>Appl./Reg. No.</u> |
|------------------------|------------------------------|
| L DE LEJABY (STYLIZED) | 1,845,677 |

IV. Penhaligons Limited

| | <u>Appl./Reg. No.</u> |
|---------------|------------------------------|
| MORNING GLORY | 1,812,639 |

V. Warnaco U.S., Inc. Trademarks

Appl./Reg. No.

| | |
|-----------------------|------------|
| OLGA.COM | 74/726,824 |
| SHAPEWEAR | 75/781,277 |
| SHAPEWEAR.COM | 75/749,948 |
| WARNER'S EASY FITTING | 75/211,188 |
| WOMANUNDERCOVER | 75/045,630 |

ABANDONED INTELLECTUAL PROPERTY - (TRADEMARKS)
International

I. Warnaco U.S., Inc.

| <u>Canada</u> | <u>Appl./Reg. No.</u> |
|----------------------|------------------------------|
| ABS USA ¹ | Z990833A |
| FRIDAY'S BRA | 835,147 |

| <u>Mexico:</u> | <u>Appl./Reg. No.</u> |
|-----------------------|------------------------------|
| FRIDAY'S BRA | 337737 |

II. Lejaby S.A. or Euralis

| <u>Canada:</u> | <u>Appl./Reg. No.</u> |
|-----------------------|------------------------------|
| RASUREL ² | 483782 |

| <u>France:</u> | <u>Appl./Reg. No.</u> |
|----------------------------------|------------------------------|
| SOUTIEN GORGE (VIGNETTE) (LABEL) | |

III. Penhaligon's Limited

| <u>France:</u> | <u>Appl./Reg. No.</u> |
|-----------------------|------------------------------|
| JUBILEE BOUQUET | 1,637,747 |
| MORNING GLORY | 1,649,345 |

| <u>Germany:</u> | <u>Appl./Reg. No.</u> |
|------------------------|------------------------------|
| MORNING GLORY | 40911/3 WZ |

¹ Should not have been on list. Croatian trademark.

² Duplicate entry. Deleted one of two.

AFTER-ACQUIRED INTELLECTUAL PROPERTY - (PATENTS)
United States

I. Warnaco U.S., Inc.

Appl./Reg. No.

PUSH-IN UNDERWIRE BRA
PUSH-IN UNDERWIRE BRA

09/598,118
09/693,718