



101748427

SHEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

# TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Warnaco U.S., Inc.  
Authentic Fitness Products Inc.  
CCC Acquisition Corp.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: **State Street Bank and Trust Company**

Internal

Address: \_\_\_\_\_

Street Address: **2 Avenue De Lafayette**

City: **Boston** State: **MA** Zip: **02111**

Individual(s) citizenship \_\_\_\_\_

Association **Banking Association - MA**

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

3. Nature of conveyance:

**6-4-2001**

- Assignment
- Merger
- Security Agreement **supplement**
- Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

**Please see attached entitled "Marks to be Recorded"**

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Simon Bock, Esq.**

Internal Address: **Rosenman & Colin LLP**

Street Address: **575 Madison Avenue**

City: **New York**

State: **NY**

Zip: **10022-2585**

6. Total number of applications and registrations involved: \_\_\_\_\_

**17**

7. Total fee (37 CFR 3.41).....\$ **440**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**501878**

**440**

**DO NOT USE THIS SPACE**

9. 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.

*Simon Bock*

Name of Person Signing

*Simon Bock*

Signature

**6-4-01**

Date

Total number of pages including cover sheet, attachments, and document: **7**

06/12/2001 TDIAZ1 00000083 501878 76217090

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481 40.00 CH  
02 FC:482 400.00 CH

**MARKS TO BE RECORDED**

**Warnaco U.S., Inc.**

**Appl./Reg. No.**

ALL THE BEST	76/217,090
EGO BOOSTER	76/213,677
FEEL SENSATIONAL	76/215,031
KISS OF LACE	76/226,966
LACE KISSES	76/226,965
NAKED CHARMS WARNER'S	76/225,451
OLGA TOTALLY COMFORTABLE COTTON	76/223,944
PURE FLATTERY	76/232,665
PURE HEAVEN	76/226,964
ULTIMATELY SENSUAL	76/215,033
UNDER IT ALL	76/212,901
WARNER'S ALL ABOUT COMFORT	76/215,543
WARNER'S ANIMAL SKINS	76/218,288
WARNER'S EASY FITTING	76/238,570
WARNER'S SATIN STRIPES	76/231,601
WARNER'S TOTALLY SENSUAL	76/215,541

**Authentic Fitness Products Inc.**

**Appl./Reg. No.**

SUNGLES	76/228,308
---------	------------

**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 May 25, 2001)**

---

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

**I. Warnaco U.S., Inc.**

**Appl./Reg. No.**

ALL THE BEST	76/217,090
EGO BOOSTER	76/213,677
FEEL SENSATIONAL	76/215,031
KISS OF LACE	76/226,966
LACE KISSES	76/226,965
NAKED CHARMS WARNER'S	76/225,451
OLGA TOTALLY COMFORTABLE COTTON	76/223,944
PURE FLATTERY	76/232,665
PURE HEAVEN	76/226,964
ULTIMATELY SENSUAL	76/215,033
UNDER IT ALL	76/212,901
WARNER'S ALL ABOUT COMFORT	76/215,543
WARNER'S ANIMAL SKINS	76/218,288
WARNER'S EASY FITTING	76/238,570
WARNER'S SATIN STRIPES	76/231,601
WARNER'S TOTALLY SENSUAL	76/215,541

**II. Authentic Fitness Products Inc.**

**Appl./Reg. No.**

SUNGLES	76/228,308
---------	------------