

12-10-2001



12-10-2001

TO: The Commissioner of Patents and
Submission Type

101913035
Conveyance Type

Original document(s) or copy(ies).

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
 11 30 2001
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date		
Month	Day	Year
11	30	2001

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- State of Incorporation

Receiving Party

Mark if additional names of conveying 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
- State of Incorporation

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

12/10/2001 GT0N11 00000094 1214089

01 FC:481 40.00 OP
02 FC:482 1150.00 OP

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 nation 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 Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Susan A. Joyce, Esq.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Joseph T. Makseyn

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

21

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s) See Attached

Registration Number(s) See Attached

Three empty boxes for Trademark Application Number(s).

Three empty boxes for Registration Number(s).

Number of Properties

Enter the total number of properties involved. #

47

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$1,190.00

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: #

Empty box for 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.

Joseph T. Makseyn

12/7/01

Name of Person Signing

Signature

Date

SALANT CORPORATION TRADEMARK PORTFOLIO*Status as of: November 30, 2001***I. Marks Owned By Salant Corporation**

Mark	County	Appl./Reg. Number	Appl. Filing/Reg. Date
AMORELLA	United States	Reg. No. 1,214,089	Registered: 10/26/82
ANTHEM	United States	Reg. No. 762,051	Registered: 12/24/63
ANYTHING GOES	United States	Reg. No. 1,280,782	Registered: 6/5/84
AXXA	United States	Reg. No. 1,865,303	Registered: 11/29/94
AXXA	United States	Reg. No. 2,398,164	Registered: 10/24/00
AXXA	United States	Appl. No. 75/922,099	Filed: 2/17/00
CRICKET	United States	Reg. No. 1,344,709	Registered: 6/25/85
CUSTOM LIMITED	United States	Reg. No. 861,420	Registered: 12/3/68
CYPRESS PARK	United States	Reg. No. 762,052	Registered: 12/24/63
DURA-SMOOH	United States	Reg. No. 819,135	Registered: 11/22/66
EDITION II	United States	Reg. No. 1,183,042	Registered: 12/22/81
FEATHER FAILE	United States	Reg. No. 1,239,527	Registered: 5/24/83
FREE TIME	United States	Reg. No. 1,055,640	Registered: 1/4/77
GRAND CANYON	United States	Reg. No. 732,521	Registered: 6/5/62
GRAND CANYON (<i>Stylized</i>)	United States	Reg. No. 545,955	Registered: 7/31/51
HARNESS HOUSE	United States	Reg. No. 766,135	Registered: 3/10/64
J. SETH	United States	Reg. No. 1,302,621	Registered: 10/30/84
J.H. BREAKERS	United States	Reg. No. 1,566,065	Registered: 11/14/89
J.J. FARMER	United States	Reg. No. 1,545,894	Registered: 6/27/89
KEY LARGO (<i>Stylized</i>)	United States	Reg. No. 822,418	Registered: 1/17/67

Mark	County	Appl./Reg. Number	Appl. Filing/Reg. Date
KEY LARGO (Stylized)	United States	Reg. No. 731,212	Registered: 5/8/62
KIPPER	United States	Reg. No. 862,455	Registered: 12/24/68
LADY BAYARD (Stylized)	United States	Reg. No. 822,913	Registered: 1/24/67
LAWFORD	United States	Reg. No. 763,998	Registered: 1/28/64
LEJOUR	United States	Reg. No. 415,049	Registered: 7/10/45
MADE IN SHADE	United States	Appl. No. 75/487,200	Filed: 5/18/98
MANSIZE	United States	Reg. No. 508,038	Registered: 3/29/49
MAYWOOD	United States	Reg. No. 763,578	Registered: 1/21/64
METEOR WASH	United States	Reg. No. 2,016,294	Registered: 11/12/96
OBION	United States	Reg. No. 1,378,238	Registered: 1/14/86
PALMER SQUARE	United States	Reg. No. 1,276,260	Registered: 5/1/84
PRIME TIME	United States	Reg. No. 955,217	Registered: 3/13/73
RAINY DAY WOOLS	United States	Reg. No. 1,364,597	Registered: 10/8/85
S and Design	United States	Reg. No. 1,302,744	Registered: 10/30/84
S AND S	United States	Reg. No. 786,078	Registered: 3/2/65
SILKESENCE	United States	Reg. No. 1,192,900	Registered: 3/30/82
SILKY WAY (Stylized)	United States	Reg. No. 1,241,253	Registered: 6/7/83
SKYWAY	United States	Reg. No. 763,576	Registered: 1/21/64
SLATS	United States	Reg. No. 759,740	Registered: 11/5/63
SOLARWEAR	United States	Reg. No. 1,244,609	Registered: 7/5/83
SOUR DOUGH	United States	Reg. No. 786,464	Registered: 3/9/65
SUN MATES and DESIGN	United States	Reg. No. 393,508	Registered: 2/17/42
TAKE FLIGHT	United States	Reg. No. 1,258,631	Registered: 11/22/83

Mark	County	Appl./Reg. Number	Appl. Filing/Reg. Date
TRENDLEY	United States	Reg. No. 740,046	Registered: 10/30/62
TWO TRIANGLES LOGO	United States	Reg. No. 1,244,479	Registered: 7/5/83
UNCLE SAM	United States	Reg. No. 1,189,422	Registered: 2/9/82
WATCH HILL	United States	Reg. No. 1,190,066	Registered: 2/16/82

SECOND AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

AGREEMENT made as of this 30th day of November, 2001 by and between SALANT CORPORATION, a Delaware corporation ("Debtor"), with its principal place of business at 1114 Avenue of the Americas, New York, New York 10036 and THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT"), having an office at 1211 Avenue of the Americas, New York, New York 10036, in its capacity as "Agent" (as defined in the Credit Agreement referred to below) for the financial institutions now or hereafter party to the Credit Agreement as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Debtor previously entered into financing arrangements with CIT pursuant to the Existing Credit Agreement (as defined in the Credit Agreement) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (collectively, together with the Existing Credit Agreement, the "Existing Financing Agreements"); and

WHEREAS, all obligations, liabilities and indebtedness of Debtor to CIT arising under the Existing Financing Agreements (the "Existing Obligations") are secured by, among other collateral, all of the "Trademarks" and other "Collateral" to the extent, on the terms and condition, and as such quoted terms are defined in the Amended and Restated Trademark and Collateral Assignment and Security Agreement, dated May 11, 1999, executed between Debtor and CIT and recorded by the Assignment Division of the U.S. Patent and Trademark Office on June 10, 1999 at Reel 1911, Frame 0249 (the "Existing Trademark Assignment; and

WHEREAS, Debtor and CIT have agreed to amend and restate their existing financing arrangement under the Existing Financing Agreements as set forth in the Second Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, among Debtor, Salant Holding Corporation, Lenders and Secured Party (the "Credit Agreement"), together with various other agreements, documents and instruments referred to therein or at any time executed

and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lenders to enter into the Financing Agreements and make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party, for the ratable benefit of Lenders, and to confirm and supplement its prior grant to CIT under the Existing Trademark Assignment, which shall be held by Secured Party for the ratable benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINITIONS

(a) "Existing Credit Agreement" shall have the meaning set forth in the Recitals hereto.

(b) "Existing Obligations" shall have the meaning set forth in the Recitals hereto.

(c) "Existing Trademark Assignment" shall have the meaning set forth in the Recitals hereto.

(d) "Obligations" shall mean any and all obligations, liabilities and indebtedness of Debtor to Lenders, including Secured Party, of every kind and description now existing and hereafter arising under this Agreement and the other Financing Agreements, however evidenced, whether direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, whether arising before, during or after the initial or any renewal term of the Credit Agreement, or after the commencement of any case with respect to Debtor under the Bankruptcy Code or any similar statute, including, without limitation, all principal, interest, financing charges, early termination and other fees, commissions and expenses payable to Lenders, including Secured Party, including, but not limited to, reasonable attorneys' fees and disbursements, chargeable to Debtor and due from Debtor under this Agreement and the other Financing Agreements.

(e) All initially capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Credit Agreement.

(f) All terms used herein which are defined in the Uniform Commercial Code ("UCC") as in effect as of the date hereof in the State of New York, unless otherwise defined herein or in the Credit Agreement, shall have the meaning as defined in the UCC.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of the Obligations, and confirming and supplementing Debtor's prior grants of security interests in and liens upon the Trademarks and other Collateral pursuant to the Existing Trademark Assignment, Debtor hereby grants to Secured Party, for the ratable benefit of Lenders, a continuing security interest in and a general lien upon, and hereby pledges, assigns and transfers to Secured Party, for the ratable benefit of Lenders, (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to all of Debtor's trademarks, trade names, tradestyles and service marks, all prints and labels on which said trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by and connected with each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party, for the ratable benefit of Lenders, that (all of such covenants, representations and warranties being continuing so long as any of the Obligations are outstanding):

(a) Debtor will pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral that is material to the Debtor's business as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal declarations and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, security interests, or encumbrances of any nature whatsoever,

except the security interests granted hereunder and pursuant to the Credit Agreement, those otherwise permitted under the Credit Agreement, and those set forth on Schedule B hereto.

(c) Without the prior written consent of Secured Party, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral except as permitted herein or in the Credit Agreement, but in no event will the consent of Secured Party be required, provided no Event of Default shall have occurred and be continuing, to grant an exclusive or nonexclusive license relating to the Collateral.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file on behalf of Lenders one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto and has not granted any licenses with respect thereto other than as set forth on Schedule B hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Notwithstanding the execution and deliver of said Power of Attorney, Secured Party shall not exercise any rights or authority granted thereunder, except as provided in Section 8.2 of the Credit Agreement and in this Agreement.

(g) Secured Party may, in its discretion, for the ratable benefit of Lenders, pay any amount or perform any acts which Debtor fails to pay or perform as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and attorneys' fees. Debtor will be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Lenders to Debtor, shall be payable on demand together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

(h) Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party, for the ratable benefit of Lenders, in any Trademark that is registered after the date hereof.

(i) Debtor has not abandoned any of the Trademarks that is material to its business and Debtor will not do any act, nor omit to do any act, whereby any of such Trademarks may become abandoned, invalidated or unenforceable. During the continuance of an Event of Default, Debtor shall notify Secured Party immediately if Debtor knows of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, for the ratable benefit of Lenders, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) During the continuance of an Event of Default, Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. During the continuance of an Event of Default, if requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest, for the ratable benefit of Lenders, in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and the other Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(m) Debtor will promptly pay Secured Party for any and all expenditures reasonably made by Secured Party, for the ratable benefit of Lenders, in accordance with the provisions of this Agreement and the other Financing Agreements or for the defense, protection, or enforcement of the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees. Such expenditures shall be payable on demand, together with interest at the then

applicable rate set forth in the Financing Agreements with respect to loans and advances made by Lenders to Debtor and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence of any Event of Default under, and as defined in, the Credit Agreement shall constitute an "Event of Default" under this Agreement.

5. RIGHTS AND REMEDIES

Upon and at any time after the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised in accordance with Section 8.2 of the Credit Agreement, without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks to the extent required for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party, for the ratable benefit of Lenders, by Debtor or any subsidiary or affiliate of Debtor.

(b) Secured Party may assign, sell, license or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days notice in the manner set forth in subparagraph 6(b) hereof shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(c) In addition to the foregoing, in order to implement the assignment, sale, license or other disposition of any of the Collateral pursuant to Subparagraph 5(b) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(d) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, reasonable travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion, determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the applicable Interest Rate then payable on the Obligations as provided for under the Credit Agreement.

(e) Debtor shall supply to Secured Party or its designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

(a) Any failure or delay by Secured Party, on behalf of Lenders, to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other Financing Agreement shall not affect Secured Party or Lenders or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default approved by the Majority Lenders shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained in any Financing Agreement shall be deemed to have been waived by any act or knowledge of Secured Party or any Lender, or any of their respective agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be in writing and deemed to have been duly given or made (i) if by hand, immediately upon delivery, (ii) if by telecopy, telex or telegram, immediately upon sending, (iii) if by next-day delivery, by Federal Express, express mail or any other overnight delivery service, one (1) day after dispatch, and (iv) if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at

the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor:

Salant Corporation
1114 Avenue of the Americas
New York, New York 10036
Attn: _____

with a copy to:

Pryor Cashman Sherman & Flynn
410 Park Avenue
New York, New York 10022
Attn: _____

If to

Secured Party:

The CIT Group/Commercial Services, Inc., as Agent
1211 Avenue of the Americas
New York, New York 10036
Attn: Mr. Charles M. Carbone
Vice President

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Debtor, Secured Party and Lenders herein shall include their respective successors and assigns. All references to the term "person" herein shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture, or other entity or a government or any agency, instrumentality or political subdivision thereof. This Agreement shall be binding upon and for the benefit of the parties hereto and Lenders and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(e) THE VALIDITY, INTERPRETATION, AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES OF SAID STATE). DEBTOR HEREBY WAIVES ALL RIGHTS OF SETOFF AND RIGHTS TO IMPOSE COUNTERCLAIMS (OTHER THEN COMPULSORY COUNTERCLAIMS) IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT AND IRREVOCABLY SUBMITS AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW


YORK IN NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND DEBTOR WAIVES TRIAL BY JURY IN ANY ACTION IN CONNECTION WITH THIS AGREEMENT. SERVICE OF PROCESS OR NOTICE IN CONNECTION WITH ANY PROCEEDINGS MAY BE SERVED (I) INSIDE OR OUTSIDE THE STATE OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE DEBTOR AT THE ADDRESS SET FORTH ABOVE OR AS OTHERWISE INDICATED IN THE RECORDS OF SECURED PARTY, AND SERVICE OR NOTICE SO SERVED SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED, OR (II) IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS.

(f) This Agreement amends and restates in their entirety and supersedes and replaces each of the Existing Trademark Assignment. The amendment and restatement contained herein shall not, however, in any manner, (a) be construed to constitute the payment of, or impair, limit, cancel or extinguish, or constitute a novation of, the Existing Obligations, or (b) impair, limit, terminate, waive or release any of the liens and security interests originally granted to CIT in the Collateral pursuant to the Existing Trademark Assignment, all of which liens and security interests are hereby ratified and confirmed by Debtor in favor of Secured Party, for the ratable benefit of Lenders, in addition to, and not in limitation of, the security interests and liens granted in the Collateral to Secured Party, for the ratable benefit of Lenders, pursuant to this Agreement.

(g) In the event that any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SALANT CORPORATION

By: 

Title: COO, CFO, Secretary

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
in its capacity as Agent for Lenders

By: 

Title: VP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

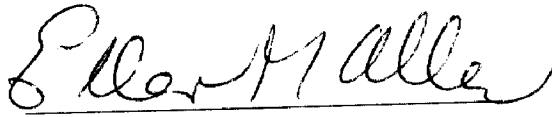
On this 30 day of November, 2001 before me personally came
Aradhesh K. Sinha, to me known, who being duly sworn, did depose and say,
that he is the CEO, CFO, Secretary of SALANT CORPORATION, the corporation
described in and which executed the foregoing instrument; and that he signed his name thereto
by order or the Board of Directors of said corporation.


Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2002
Commission Expires March 18, 2002

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30 day of November, 2001 before me personally came
Charles Carbone, to me known, who, being duly sworn, did depose and say,
that he is the VP of THE CIT GROUP/COMMERCIAL SERVICES,
INC., the corporation described in and which executed the foregoing instrument; and that he
signed his name thereto by order or the Board of Directors of said corporation.


Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2002
Commission Expires March 18, 2002

SALANT CORPORATION TRADEMARK PORTFOLIO*Status as of: November 30, 2001***I. Marks Owned By Salant Corporation.**

Mark	Country	Appl./Reg. Number	Appl. Filing/Reg. Date
AMANDA	Canada	Reg. No. 222,828	Registered: 9/2/77
AMORELLA	United States	Reg. No. 1,214,089	Registered: 10/26/82
ANTHEM	United States	Reg. No. 762,051	Registered: 12/24/63
ANYTHING GOES	United States	Reg. No. 1,280,782	Registered: 6/5/84
AXXA	United States	Reg. No. 1,865,303	Registered: 11/29/94
AXXA	United States	Reg. No. 2,398,164	Registered: 10/24/00
AXXA	United States	Appl. No. 75/922,099	Filed: 2/17/00
AXXA	Uruguay	Reg. No. 271,936	Registered: 9/25/97
CRICKET	United States	Reg. No. 1,344,709	Registered: 6/25/85
CUSTOM LIMITED	United States	Reg. No. 861,420	Registered: 12/3/68
CUSTOM LIMITED and Korean Characters	South Korea	Reg. No. 89,160	Registered: 2/24/83
CYPRESS PARK	United States	Reg. No. 762,052	Registered: 12/24/63
D.Q. (<i>Stylized</i>)	South Africa	Reg. No. 1982/7622	Registered: 9/29/82
D.Q.	South Africa	Reg. No. 1976/1681	Registered: 3/31/76
DELCOT	Venezuela	Reg. No. 46,536	Registered: 1/28/64
DOS TRIANGULOS ¹	Venezuela	Reg. No. 213,090-P	Registered: (reg. date not available)
DRESS & PLAY	Costa Rica	Reg. No. 28,397	Registered: 10/9/63
DURA-SMOOH	United States	Reg. No. 819,135	Registered: 11/22/66
EDITION II	United States	Reg. No. 1,183,042	Registered: 12/22/81
FEATHER FAILE	United States	Reg. No. 1,239,527	Registered: 5/24/83
FREE TIME	United States	Reg. No. 1,055,640	Registered: 1/4/77
GENTRY BY JJ. FARMER ²	Canada	Reg. No. 437,165	Registered: 12/23/94

¹ Pursuant to a *recent* facsimile transmitted from foreign counsel on 11/15/01, this firm was apprised, for the first time, of the existence of the foregoing registration. Accordingly, the details provided above are based solely on this communication.

² Registration has been challenged pursuant to a Notice issued by the Canadian Registry on behalf of a Canadian company known as "97060 Canada Inc." Essentially, the Notice requires Salant Corporation ("Salant") to demonstrate use of the foregoing mark in connection with the goods covered by the subject registration. Such use must be within the "notice period" which, in this case, runs from 8/24/98 through 8/24/01. The deadline within which to respond to the Notice fell on 11/26/01. Despite this firm's numerous advisories and reminders to Salant, no instructions and/or information have been provided forthwith. Accordingly, while the registration is still valid and subsisting as of the date of this schedule, the registration is "at risk" of being "expunged" or "amended, as required".

GENTRY BY JJ. FARMER	Italy	Reg. No. 600,519	Registered: 7/12/93
GRAND CANYON	Benelux	Reg. No. 379,282	Registered: 12/9/71
GRAND CANYON SPORTSWEAR	Denmark	Reg. No. VR1962/369	Registered: 2/24/62
GRAND CANYON	France	Reg. No. 1,370,431	Registered: 8/2/96
GRAND CANYON	Germany	Reg. No. 764,977	Registered: 8/31/62
GRAND CANYON	Italy	Reg. No. 441,824	Registered: 8/17/61
GRAND CANYON	Norway	Reg. No. 58,824	Registered: 2/22/62
GRAND CANYON	Sweden	Reg. No. 106,203	Registered: 5/17/63
GRAND CANYON SPORTSWEAR	Switzerland	Reg. No. 316,723	Registered: 8/2/61
GRAND CANYON	United States	Reg. No. 732,521	Registered: 6/5/62
GRAND CANYON (Stylized)	United States	Reg. No. 545,955	Registered: 7/31/51
HARNESS HOUSE	Sweden	Reg. No. 132,412	Registered: 8/14/70
HARNESS HOUSE	United Kingdom	Reg. No. B994237	Registered: 6/26/72
HARNESS HOUSE	United States	Reg. No. 766,135	Registered: 3/10/64
IMPERIAL EDITION	Venezuela	Appl. No. 12039-1987	Filed: 8/21/87
INTREPID	Kenya	Reg. No. B23966	Registered: 6/20/77
J. SETH	United States	Reg. No. 1,302,621	Registered: 10/30/84
J.H. BREAKERS	United States	Reg. No. 1,566,065	Registered: 11/14/89
JJ. & Design ³	Canada	Reg. No. 332,215	Registered: 9/25/87
JJ. FARMER ⁴	Canada	Reg. No. 352,669	Registered: 3/3/89
JJ. FARMER and Design ⁵	Canada	Reg. No. 421,299	Registered: 12/24/93

³ Registration has been challenged pursuant to a Notice issued by the Canadian Registry on behalf of a Canadian company known as "97060 Canada Inc." Similar to the above-referenced Notice issued in connection with GENTRY BY JJ. FARMER, the Notice in this instance requires Salant to demonstrate use of the foregoing mark in connection with the goods covered by the subject registration. Such use must be within the "notice period" which, in this case, runs from 9/26/98 through 9/26/01. The deadline within which to respond to the Notice is 12/26/01. Despite this firm's numerous advisories and reminders to Salant, no instructions and/or information have been provided as of yet. Accordingly, the registration will be "at risk" of being "expunged" or "amended, as required" if no response (or extension request) is filed before this deadline.

⁴ Registration has been challenged pursuant to a Notice issued by the Canadian Registry on behalf of a Canadian company known as "97060 Canada Inc." As in the above two cases concerning GENTRY BY JJ. FARMER and JJ. & Design, the Notices in these two instances require Salant to demonstrate use of the foregoing marks in connection with the goods covered by the subject registrations. Such use must be within the "notice period" which, in both cases, runs from 9/20/98 through 9/20/01. The deadline within which to respond to the Notices is 12/20/01. Despite this firm's numerous advisories and reminders to Salant, no instructions and/or information have been provided as of yet. Accordingly, the registrations will be "at risk" of being "expunged" or "amended, as required" if no response (or extension request) is filed before this deadline.

⁵ See comments in fn. 4 above.

JJ. FARMER	China	Reg. No. 1,370,928	Registered: 3/7/00
JJ. FARMER	European Union	Reg. No. 241,406	Registered: 1/21/99
JJ. FARMER	Hong Kong	Reg. No. 7905/1997	Registered: 11/25/93
JJ. FARMER	Italy	Reg. No. 600,517	Registered: 7/12/93
JJ. FARMER	Japan	Reg. No. 2,711,008	Registered: 11/30/95
JJ. FARMER in Katakana	Japan	Reg. No. 2,474,584	Registered: 11/30/92
JJ. FARMER	South Korea	Reg. No. 319,607	Registered: 8/10/95
JJ. FARMER	Taiwan	Reg. No. 677,587	Registered: 4/16/95
J.J. FARMER	United States	Reg. No. 1,545,894	Registered: 6/27/89
KEY LARGO (Stylized)	United States	Reg. No. 822,418	Registered: 1/17/67
KEY LARGO (Stylized)	United States	Reg. No. 731,212	Registered: 5/8/62
KING KOLE	Canada	Reg. No. 50,539	Registered: 11/5/53
KIPPER	United States	Reg. No. 862,455	Registered: 12/24/68
LADY BAYARD (Stylized)	United States	Reg. No. 822,913	Registered: 1/24/67
LAWFORD	United States	Reg. No. 763,998	Registered: 1/28/64
LEGS and Design	Canada	Reg. No. 158,234	Registered: 9/13/68
LEJOUR	United States	Reg. No. 415,049	Registered: 7/10/45
LORD JOHN	Chile	Reg. No. 403,895	Registered: 3/26/93
MADACO	Venezuela	Reg. No. 51,809	Registered: 8/9/66
MADE IN THE SHADE	Canada	Reg. No. 265,245	Registered: 12/24/81
MADE IN THE SHADE	Mexico	Reg. No. 509,425	Registered: 10/31/95
MADE IN THE SHADE	South Korea	Reg. No. 375,556	Registered: 9/24/97
MADE IN THE SHADE	United States	Appl. No. 75/487,200	Filed: 5/18/98
MADOCO	Bolivia	Reg. No. 54582-A	Registered: 11/5/68
MAN-O-HATTAN	China	Reg. No. 739,397	Registered: 4/7/95
MAN-O-HATTAN	India	Reg. No. 202,283	Registered: 5/5/61
MAN-OF-HATTAN	United Kingdom	Reg. No. 876,810	Registered: 3/11/65
MANHATTAX	Ireland	Reg. No. 70,517	Registered: 12/24/65
MANKNIT	Dominican Republic	Reg. No. 21,515	Registered: 3/8/73
MANSIZE	United States	Reg. No. 508,038	Registered: 3/29/49
MANSPORT	Canada	Reg. No. 241,356	Registered: 3/21/80
MANSPORT	Dominican Republic	Reg. No. 21,514	Registered: 3/8/73
MAYWOOD	United States	Reg. No. 763,578	Registered: 1/21/64

METEOR WASH	United States	Reg. No. 2,016,294	Registered: 11/12/96
OBION	United States	Reg. No. 1,378,238	Registered: 1/14/86
PALMER SQUARE	United States	Reg. No. 1,276,260	Registered: 5/1/84
PERMANENT PRESS	Bolivia	Reg. No. 54583-A	Registered: 11/5/68
PRIME TIME	United States	Reg. No. 955,217	Registered: 3/13/73
RAINY DAY WOOLS	United States	Reg. No. 1,364,597	Registered: 10/8/85
S and Design	United States	Reg. No. 1,302,744	Registered: 10/30/84
S AND S	United States	Reg. No. 786,078	Registered: 3/2/65
SALVATION	Canada	Reg. No. 278,563	Registered: 4/8/83
SALVATION	Mexico	Reg. No. 426,500	Registered: 11/26/92
SILKESENCE	Canada	Reg. No. 298,719	Registered: 1/4/85
SILKESENCE	United States	Reg. No. 1,192,900	Registered: 3/30/82
SILKY WAY (Stylized)	United States	Reg. No. 1,241,253	Registered: 6/7/83
SKYWAY	United States	Reg. No. 763,576	Registered: 1/21/64
SLATS	United States	Reg. No. 759,740	Registered: 11/5/63
SOLARWEAR	United States	Reg. No. 1,244,609	Registered: 7/5/83
SOUR DOUGH	United States	Reg. No. 786,464	Registered: 3/9/65
SUN MATES and Design	United States	Reg. No. 393,508	Registered: 2/17/42
TAKE FLIGHT	United States	Reg. No. 1,258,631	Registered: 11/22/83
TRENDLEY	United States	Reg. No. 740,046	Registered: 10/30/62
Two Triangles Logo Design Mark	China	Reg. No. 237,334	Registered: 11/15/85
Two Triangles Logo Design Mark	South Korea	Reg. No. 148,272	Registered: 3/19/97
Two Triangles Logo Design Mark	United States	Reg. No. 1,244,479	Registered: 7/5/83
UNCLE SAM	United States	Reg. No. 1,189,422	Registered: 2/9/82
WATCH HILL	United States	Reg. No. 1,190,066	Registered: 2/16/82

II. Mark Registered In The Name Of Manhattan Industries, Inc.

Mark	Country	Registration Number	Registration Date
HARNESSS HOUSE ⁶	Canada	Reg. No. 184,774	Registered: 1/28/64

⁶ The foregoing mark is currently registered in the name of "Manhattan Industries, Inc.," Salant's predecessor-in-interest. At Salant's request, foreign counsel may file the requisite papers to reflect "Salant Corporation" as the owner. Pursuant to this firm's letter dated 7/10/01, Salant was advised that unless instructed to the contrary, this firm would assume that the subject filings should not be affected. As Salant has not provided this firm with instructions to do so (as of the date of this schedule), *Manhattan Industries, Inc.* continues to be the current owner of the registration.

III. Foreign counsel has yet to confirm and/or provide additional information pertaining to the marks noted below. Accordingly, the information provided hereunder is based solely on files received from former counsel and/or "piecemeal" information initially provided by foreign counsel.

Mark	Country	Appl./Reg. Number	Appl. Filing/Reg. Date
CUSTOM LIMITED ⁷	Venezuela	Appl. No. 8368-1987	Not Available.
Double Ovals Design Mark	Venezuela	Reg. No. 55,472	Registered: 6/16/69
Two Triangles Logo Design Mark ⁸	Venezuela	Not Available.	Not Available.

⁷ Pursuant to a facsimile transmitted on 7/30/01, foreign counsel apprised this firm, for the first time, of the existence of the foregoing mark. The subject facsimile provided limited details regarding this mark. As of 11/15/01, this firm has yet to receive additional information.

⁸ Pursuant to a facsimile transmitted on 11/15/01 (earlier referenced), foreign counsel apprised this firm, for the first time, of the existence of the mark, DOS TRIANGULOS. While it would *appear* that the Two Triangles Logo Design Mark and DOS TRIANGULOS mark *may* be one and the same, foreign counsel has not suggested as such.

SCHEDULE B

Licenses, Security Interests and Other Encumbrances

None.

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

KNOW ALL MEN BY THESE PRESENTS, that SALANT CORPORATION (the "Debtor"), having an office at 1114 Avenue of the Americas, New York, New York 10036 hereby appoints and constitutes, THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as "Agent" pursuant to the Credit Agreement (as hereinafter defined) acting for or on the behalf of the financial institutions which now or thereafter are party thereto as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party"), as set forth in the Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, by and among Debtor, Salant Holding Corporation, Lenders and, Secured Party (the "Credit Agreement"), and each of Secured Party's officers, the Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the followings acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents or instruments of assignment that Secured Party, for the ratable benefit of Lenders, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, for the ratable benefit of Lenders, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

The Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Debtor and Secured Party, for the ratable benefit of Lenders, of even date herewith (the "Security Agreement"), may

not be revoked until the payment in full of all Debtor's "Obligations" (as such term is defined in the Security Agreement), and is subject to the terms and provisions thereof.

Dated: November __, 2001

SALANT CORPORATION

By: _____

Title: _____