

03-04-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼



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

102001317, ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 2-14-02

State Street Bank and Trust Company

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest Agreement
- Merger
- Change of Name

Execution Date: February 6, 2002

2. Name and address of receiving party(ies)

Name: IZKA Societe Civile

Internal Address: _____

Street Address: 202 Route de Charlieu

City: Roanne State: _____ Zip: FRANCE 42300

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State French Republic
- 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



02-14-2002

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #66

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

A. Trademark Application No.(s) 76/091066

B. Trademark Registration No.(s) 2408447; 2433045

Additional number(s) attached Yes No

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

Name: Jan Tamulewicz, 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: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Rosenman & Colin LLP #50-1290

DO NOT USE THIS SPACE

9. Signature.

Jan Tamulewicz
Name of Person Signing

Signature

February 13, 2002
Date

Total number of pages including cover sheet, attachments, and document: 10

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

03/01/2002 6TOM11 00000225 501290 76091066

01 FC:481 40.00 CH
02 FC:482 50.00 CH

TRADEMARK
REEL: 002452 FRAME: 0486

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, on behalf of IZKA Soci t  Civile, hereby designates Rosenman & Colin LLP, whose postal address is 575 Madison Avenue, New York, New York 10022-2585, as its representative upon whom notices or proceedings may be served affecting the following marks:

- U.S. Trademark Application Serial No. 76/091,066
- U.S. Registration No. 2,408,447
- U.S. Registration No. 2,433,045

IZKA SOCIET  CIVILE

Date: February 13, 2002

By: 
Name: Stanley P Silverstein,
Title Director

11123031.01

Received Feb-13-2002 07:21pm

From-

To-CENTER 4

TRADEMARK

REEL: 002452 FRAME: 0487

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

IZKA

WHEREAS, reference is made to that certain Amendment, Modification, Restatement and General Provisions Agreement, dated as of October 6, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"; all capitalized terms not otherwise defined herein shall have their meanings set forth in the Facility Agreement), by and among The Warnaco Group, Inc., Warnaco Inc., the other direct and indirect subsidiaries of The Warnaco Group, Inc. (collectively, the "Borrowers"), The Bank of Nova Scotia ("Scotiabank") as Administrative Agent, Scotiabank and Citibank, N.A., as Debt Coordinators, for themselves and as representative of each of the Lender Parties, and State Street Bank and Trust Company as Collateral Trustee (the "Collateral Trustee").

WHEREAS, as a condition to the Facility Agreement, The Warnaco Group Inc., Warnaco Inc., and the other grantors party thereto including IZKA, Société Civile ("IZKA") (collectively, "Grantors"), entered into a Security Agreement, dated as of October 6, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Collateral Trustee, pursuant to which the Grantors granted to the Collateral Trustee, for the ratable benefit of the Secured Parties (as defined therein), a continuing security interest in all of the Grantors' right, title and interest in and to the Intellectual Property Collateral (as defined therein);

WHEREAS, IZKA, as a Grantor, entered into a U.S. Intellectual Property Security Agreement for Foreign Subsidiaries, dated October 6, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Foreign Subsidiary IP Security Agreement"), an Act de Nantissement de Marques, dated November 13, 2000 and an Industrial Property Pledge Agreement, dated May 16, 2001 with the Collateral Trustee in order to confirm the grant by IZKA of a continuing security interest to the Collateral Trustee, for the ratable benefit of the Secured Parties, in all of IZKA's right, title and interest in and to the trademark registrations and applications therefor listed on Schedules A and B hereto, together with the goodwill associated therewith (Schedule A the "United States Trademarks"; Schedule B the "non-United States Trademarks"; collectively the "Trademarks");

WHEREAS, the Foreign Subsidiary IP Security Agreement was recorded in favor of the Collateral Trustee with the United States Patent and Trademark Office on Reel 2164, Frame 0348, with respect to the United States Trademarks, and the Borrowers have taken the necessary steps in all Included Foreign Jurisdictions to perfect the above mentioned security interests in non-United States Trademarks;

WHEREAS, pursuant to the Consent and Amendment No. 1 to the Facility Agreement, dated as of February 6, 2002, the Lender Parties and Debt Coordinators agreed to permit the IZKA Sale (as defined therein), and IZKA has entered into that certain Settlement Agreement, dated November 14, 2001 (the "Settlement Agreement"), with Gérard Petit and

Patrick James-Pallade (“Purchaser”), pursuant to which IZKA has agreed to assign to Purchaser the Trademarks; and

WHEREAS, in accordance with the Consent and Amendment No. 1 to the Facility Agreement, the Collateral Agent agrees to formally release and re-convey to IZKA the continuing security interest in all of IZKA right, title and interest in and to the Trademarks pursuant to the terms and conditions set forth in this Release of Security Interest in Intellectual Property (this “Release”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Trustee hereby releases, reconveys, terminates and discharges to IZKA, without covenant or warranty, express or implied, of any kind and without recourse to it, all of the Collateral Trustee’s security interest, adverse claims, charges, liens, assignments, collateral interests, encumbrances or other claims or interests (collectively “Security Interests”) in all of IZKA’s right, title and interest in and to the Trademarks.

2. The Collateral Trustee acknowledges and affirms that all of the rights and remedies of the Collateral Trustee concerning the Trademarks are hereby terminated, and that all of IZKA’s obligations under the Security Agreement concerning the Trademarks are hereby discharged and that the Collateral Trustee does not have any right to or have any Security Interest ownership, interest or adverse claim in any of the Trademarks.

3. The Collateral Trustee hereby agrees to execute and deliver to IZKA, upon instruction from the Debt Coordinators and at the sole expense of Seller, such documents as IZKA shall reasonably request as evidence of the release of security interest pursuant to this Release.

4. The Collateral Trustee agrees that to the extent that it is demonstrated that Collateral Trustee holds a Security Interest in additional trademarks related to IZKA’s business that were omitted from Schedules A and B, Collateral Trustee shall provide, upon instruction from the debt coordinators and at the sole cost of the Seller, IZKA and its successors and assignees with whatever reasonable assistance is required to effect the termination and removal of all notices, filings, publications and other evidence of any and all Security Interests in the trademarks in any jurisdiction.

5. This Release does not release the Collateral Trustee’s security interest in and to the Intellectual Property Collateral pursuant to the Security Agreement other than IZKA’s right, title and interest in and to solely the Trademarks, nor does it release the Obligations of the Borrowers under the Loan Documents.

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be executed by its duly authorized representative on this 6th day of February, 2002.

STATE STREET BANK AND TRUST COMPANY
as Collateral Trustee

By: 

Name: Donald E. Smith

Title: Vice President

IZKA, SOCIÉTÉ CIVILE
as Grantor

By: 

Name: Stanley P. Silverstein

Title: Director

SCHEDULE A

U.S. Trademarks

1. **IZKA**

2. **Federal Trademark Applications**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
IZKA	76/091,066	7/18/00

3. **Federal Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
IZKA LINGERIE WEAR	2,408,447	11/28/00
IZKA	2,433,045	3/6/01

SCHEDULE B

Non-United States Trademarks

IZKA

Canada Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
IZKA	1046764	2/16/00
IZKA	1024011	7/27/99
IZKA LINGERIE WEAR	1027088	8/26/99
IZKO	1046763	2/16/00

Germany Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IZKA	30011862	7/12/00
IZKA LINGERIE WEAR	30052011	10/19/99

France Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IZKA	99774905	2/12/99
IZKA LINGERIE WEAR	99774906	2/12/99
IZKA	003018543	3/31/00
IZKO	003018544	3/31/00

United Kingdom Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
IZKO	2221673	4/20/00

United Kingdom Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IZKA LINGERIE WEAR	2207164	8/27/99
IZKA	2221672	8/21/01

Benelux Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
IZKO	956243	2/3/00

Benelux Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IZKA	675689	2/1/00
IZKA LINGERIE WEAR	669181	8/25/99

Mexico Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
IZKA	409860	2/9/00
IZKA	409854	2/9/00
IZKA	409856	2/9/00
IZKA	385072	2/9/00
IZKA	385070	2/9/00

IZKO	409851	2/9/00
IZKO	409852	2/9/00
IZKO	409858	2/9/00
IZKO	409853	2/9/00
IZKO	409857	2/9/00
IZKO	409859	2/9/00

Mexico Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IZKA LINGERIE WEAR	640573	1/31/00
IZKA	673102	9/29/00

Hong Kong Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
IZKA	200002978	2/15/00
IZKA	200002985	2/15/00
IZKA	200002986	2/15/00
IZKA	200002987	2/15/00
IZKA	99/10172	8/2/99
IZKA	99/10173	8/2/99
IZKO	200002979	2/15/00
IZKO	200002980	2/15/00
IZKO	200002981	2/15/00
IZKO	200002982	2/15/00

IZKO 200002983 2/15/00

IZKO 2000002984 2/15/00