

03-04-2002

Form PTO-1594
(Rev. 03/01)

RE



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

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

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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)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 6, 2002

2. Name and address of receiving party(ies)

Name: Warnaco U.S., Inc.

Internal

Address: _____

Street Address: 470 Wheelers Farm Road

City: Milford State: CT Zip: 06460

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

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 & TMO/TM Mail Rpt Dt. #66

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2157041

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: 1

7. Total fee (37 CFR 3.41) \$ 40.00

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 14, 2002

Date

6

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

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 00000226 501290 2157041

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TRADEMARK
REEL: 002452 FRAME: 0536

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

GJM

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., Warnaco U.S. Inc. and the other grantors party thereto and defined therein (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, the Grantors entered into the Security Agreement, an Intellectual Property Security Agreement, dated October 6, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") and an Industrial Property Pledge Agreement, dated May 16, 2001 (the "Pledge Agreement") with the Collateral Trustee in order to confirm the grant of a continuing security interest to the Collateral Trustee, for the ratable benefit of the Secured Parties, in all of Grantors 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 IP Security Agreement was recorded in favor of the Collateral Trustee with the United States Patent and Trademark Office on Reel 2172, Frame 0067, 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 "Consent Amendment"), the Lender Parties and Debt Coordinators agreed to permit the GJM Sale (as defined therein), and the Grantors and related subsidiaries have entered into that certain Stock and Asset Sale, dated as of December 21, 2001 (the "Stock and Asset Sale Agreement"), with Luen Thai Overseas Limited ("Purchaser"), pursuant to which the Grantors have 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 the Grantors the continuing security interest in all of the Grantors' 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 Warnaco Inc. 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 Warnaco Inc.'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 the obligations of Warnaco Inc. 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 Warnaco Inc., upon instruction from the Debt Coordinators and at the sole expense of the Grantors, such documents as the Warnaco Inc. shall reasonably request as evidence of the release of security interest pursuant to this Release.

4. 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 Warnaco Inc.'s right, title and interest in and to solely the Trademarks listed in Schedule A & B, 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**

WARNACO INC
as Grantor

By: 

Name: **Stanley P. Silverstein**

Title: **Vice President and Secretary**

SCHEDULE A

U.S. Trademarks

GJM

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GJM THE LINGERIE COLLECTION	2,157,041	May 12, 1998

SCHEDULE B

Non-United States Trademarks

GJM

Benelux Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GJM THE LINGERIE COLLECTION	535,430	July 30, 1993

Canada Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GJM THE LINGERIE COLLECTION	487, 215	December 17, 1997

France Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GJM THE LINGERIE COLLECTION	93,476,005	July 12, 1993

Germany Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GJM THE LINGERIE COLLECTION	2,078,704	September 22, 1994

United Kingdom Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GJM THE LINGERIE COLLECTION	1,542,923	October 31, 1994