

03-08-2002

FEB 1 2002

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(Rev. 03/01)
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TRADEMARK

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

MRD 2-13-02

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

1. Name of conveying party(ies):

Bestform, Inc.

- 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: Bestform Apparel Corp.

Internal Address: 201 Baynard Building

Street Address: 3411 Silverside Road

City: Wilmington State: DE Zip: 19810

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 2/8/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,272,830; 1,999,227; 0806,773

Additional number(s) attached Yes No

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

Name: Helen L. Winslow

Internal Address: The H.D. Lee Company, Inc.
201 Baynard Building

Street Address: 3411 Silverside Road

City: Wilmington State: DE Zip: 19810

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Jacquelyn A. Pellegrino
Name of Person Signing

Jacquelyn A. Pellegrino
Signature

2/8/02

Date

Total number of pages including cover sheet, attachments, and document: 8

03/07/2002 LNUELLER 00000047 1272830

01 FC:481
02 FC:482

40.00 DP
425.00 DP

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

TRADEMARK
REEL: 002456 FRAME: 0150

Assignment and Assumption Agreement between Bestform, Inc. ("Assignor") and Bestform Apparel Corp. ("Assignee") dated 02/08/2002

Continuation of Item #4

1,068,184

2,100,250

1,978,789

2,052,870

1,450,894

0818,303

0406,586

2,182,861

2,016,316

2,327,155

1,023,809

2,022,483

1,997,396

1,956,634

1,972,660

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 8TH day of February, 2002, between BESTFORM INC., a Delaware corporation ("Assignor"), with principal offices at 38-01 47th Avenue, Long Island City, New York 11101, and BESTFORM APPAREL CORP., a Delaware corporation, with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted (or acquired) and used in the United States and throughout the world the trademarks listed in Schedule A attached hereto and incorporated herein by reference (collectively, "the Trademarks") and is the beneficial owner of the applications therefor and the registrations thereof; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to all the Trademarks and to the applications and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Trademarks.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee full and complete ownership of each of the Trademarks.

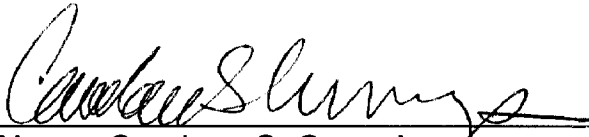
4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

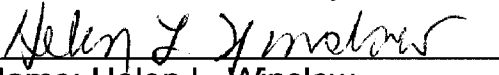
(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

BESTFORM INC.

By: 
Name: Candace S. Cummings
Title: Vice President and Secretary

BESTFORM APPAREL CORP.

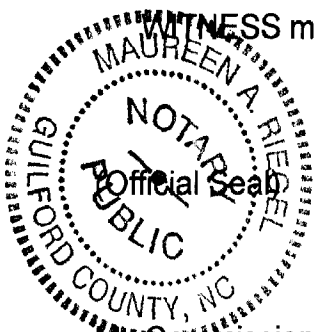
By: 
Name: Helen L. Winslow
Title: Secretary

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF *North Carolina* : ss.
COUNTY OF *Guilford* :

This ~~8th~~ day of February, 2002, came before me, MAUREEN A. RIEGEL, Notary Public for said County and State, Candace S. Cummings, who, being by me duly sworn, says that she is the Vice President and Secretary of BESTFORM INC., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Candace S. Cummings acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 8th day of February, 2002.



Maureen A. Riegel
NOTARY PUBLIC

My Commission Expires: 8-26-2003

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 12th day of February, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, Helen L. Winslow, who, being by me duly sworn, says that she is the Secretary and Authorized Signatory of BESTFORM APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Helen L. Winslow acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 12th day of February, 2002.

(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: 03-08-04

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar. 8, 2004

Schedule A

COTTON LILIES

Serial Number: 73399923
Registration Number: 1272830
Issued: April 3, 1984

DAZZLER

Serial Number: 74635290
Registration Number: 1999227
Issued: September 10, 1996

ENHANCE

Serial Number: 72216707
Registration Number: 0806773
Issued: April 5, 1966

GLOSSIES

Serial Number: 73100197
Registration Number: 1068184
Issued: June 21, 1977

INVISIBRA

Serial Number: 75068367
Registration Number: 2100250
Issued: September 23, 1997

LA LIFT

Serial Number: 74517105
Registration Number: 1978789
Issued: June 4, 1996

LACE AMOUR

Serial Number: 75129166
Registration Number: 2052870
Issued: April 15, 1997

LACE FANTASY

Serial Number: 73533376
Registration Number: 1450894
Issued: August 4, 1987

LILY OF FRANCE

Serial Number: 72216708
Registration Number: 0818303
Issued: November 8, 1966

POIRETTE

Serial Number: 71464271
Registration Number: 0406586
Issued: April 11, 1944

REVERSABRA

Serial Number: 75200801
Registration Number: 2182861
Issued: August 18, 1998

SATIN ROMANCE

Serial Number: 74619686
Registration Number: 2016316
Issued: November 12, 1996

SECRET COMFORT

Serial Number: 75365535
Registration Number: 2327155
Issued: March 7, 2000

SILVER SAVERS

Serial Number: 73036120
Registration Number: 1023809
Issued: October 28, 1975

STRIPED ELEGANCE

Serial Number: 74619685
Registration Number: 2022483
Issued: December 10, 1996

THE ULTIMATE BRA

Serial Number: 74524928
Registration Number: 1997396
Issued: August 27, 1996

ULTRABODY

Serial Number: 74673150
Registration Number: 1956634
Issued: February 13, 1996

VALUE IN STYLE

Serial Number: 74650477
Registration Number: 1972660
Issued: May 7, 1996
