

04-17-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

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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): 4-5-02
State Street Bank and Trust Company

- Individual(s)
- General Partnership
- Corporation-State
- Other Banking Association-Massachusetts
- 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
- Merger
- Change of Name

Execution Date: Feb 8, 2002

2. Name and address of receiving party(ies)

Name: Penhaligon's Limited

Internal Address: Unit 5-7

Street Address: Blenheim Court Brewery Rd

City: London State: England N7 9NY

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-~~State~~ United Kingdom
- 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

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

A. Trademark Application No.(s) _____

(See 14 attached)

B. Trademark Registration No.(s) _____

(See 35 attached)

Additional number(s) attached Yes No

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

Name: John P. Rynkiewicz, Esq.

Internal Address: Kaye Scholer LLP
Suite 1100

Street Address: 901 Fifteenth Street, N.W.

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41).....\$ 1,240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Name of Person Signing
John P. Rynkiewicz, Esq

JOHN P. RYNKIEWICZ
Signature

March 26, 2002
Date

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

04/16/2002 TBI A21 00000171 75784841

01 FC:481 40.00 OP

02 FC:482 1200.00 OP

TRADEMARK
REEL: 002482 FRAME: 0442

OFFICE OF RECORDS
2002 APR -5 AM 11:30
FINANCE SECTION

United States Trademarks

PENHALIGON'S**Federal Trademark Applications:**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Design of Bottle	75/784,841	August 25, 1999
PENHALIGON'S	75/757,290	July 21, 1999
PENHALIGON'S	75/757,289	July 21, 1999
PENHALIGON'S	75/757,287	July 21, 1989
PENHALIGON'S	75/757,291	July 21, 1999
PENHALIGON'S CASTILE	75/813,200	October 1, 1999
PENHALIGON'S ENGLISH CLASSIC	75/784,020	August 25, 1999
PENHALIGON'S ENGLISH CLASSIC	75/784,021	August 25, 1999
PENHALIGON'S LONDON & Spray Top Bottle Design	75/785,963	August 26, 1999
PENHALIGON'S LP N 9	75/784,023	August 25, 1999
PENHALIGON'S LP NO. 9	75/784,024	August 25, 1999
PENHALIGON'S LP NO. 9	75/831,409	October 25, 1999
PENHALIGON'S LP NO. 9	75/831,410	October 25, 1999
PENHALIGON'S THE LANGUAGE OF FLOWERS	75/784,022	August 25, 1999

Federal Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BLENHEIM BOUQUET	1,698,685	July 7, 1992
BLUEBELL	1,698,683	July 7, 1992
Bottle and "U" Shaped Bow Design	2,497,576	October 16, 2001
Bottle and Bow Design	2,497,577	October 16, 2001
Bottle and Coiled Cord Design	2,465,080	July 3, 2001
Bottle and Floppy Bow Design	2,477,247	August 14, 2001
Bottle and Tassel Design	2,463,356	June 26, 2001
Bottle Neck and Tassel Design	2,467,123	July 10, 2001
Bottle Neck, Cord and Pendent Design	2,497,584	October 16, 2001
Bottle Neck, Stopper and Bow Design	2,467,105	July 10, 2001
Bottle, Cord and Pendent Design	2,463,355	June 26, 2001
CORNUBA	1,774,848	June 8, 1993
ELISABETHAN ROSE	1,695,706	June 23, 1992
ENGLISH FERN	1,701,312	July 21, 1992
Flowered Bottle Design	2,467,104	July 10, 2001
HAMMAM BOUQUET	1,701,320	July 21, 1992
LANGUAGE OF FLOWERS	970,369	October 9, 1973
LANGUAGE OF FLOWERS	1,866,165	December 6, 1994
LORDS	1,857,431	October 11, 1994
ORMOLU	1,984,580	July 2, 1996

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PENHALIGON'S	1,285,720	July 17, 1984
PENHALIGON'S	1,877,351	February 7, 1995
PENHALIGON'S	2,460,988	June 19, 2001
PENHALIGON'S	2,481,478	August 28, 2001
PENHALIGON'S	2,465,110	July 3, 2001
PENHALIGON'S	2,481,479	August 28, 2001
PENHALIGON'S	2,460,990	June 19, 2001
PENHALIGON'S	2,463,392	June 26, 2001
PENHALIGON'S LONDON & Bottle Design	2,463,357	June 26, 2001
PENHALIGON'S THE LANGUAGE OF FLOWERS	1,724,886	October 20, 1992
QUERCUS	2,469,832	July 17, 2001
RACQUETS	1,762,290	April 6, 1993
Scalloped Bottle Design	2,497,578	October 16, 2001
VICTORIAN POSY	1,698,684	July 7, 1992
MORNING GLORY	1,812,639	December 21, 1993

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

PENHALIGON'S

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 ("Grantors") including Penhaligon's Limited, a company formed under the laws of England and Wales ("Penhaligon's") (collectively Penhaligon's and all of its affiliates and subsidiaries, including LMK Limited, Penhaligon's & Jeavons Investment Co Limited, Mulmkion B.V. and Penhaligon's Pacific Limited are referred to herein as "the Penhaligon's Group"), 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 in the Security Agreement);

WHEREAS, Penhaligon's, as a Grantor, entered into the Security Agreement, 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"), the Short-Form U.S. IP Security Agreement for Foreign Subsidiaries (the "Short Form IP Security Agreement"), a Debenture, dated as of October 6, 2000 (the "Debenture"), and an Industrial Property Pledge Agreement (the "Property Pledge") with the Collateral Trustee in order to grant or confirm the grant by Penhaligon's of a continuing security interest to the Collateral Trustee, for the ratable benefit of the Secured Parties, in all of the Penhaligon's Group's right, title and interest in and to the trademark registrations and applications therefor listed on Schedule 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 and the Short Form IP Security Agreement were recorded in favor of the Collateral Trustee with the United States Patent and Trademark Office on Reel 2164, Frame 0348 and Reel 2164, Frame 0353 respectively, 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 5, 2002, (the "Consent Amendment"), the Lender Parties and Debt Coordinators agreed to permit the Penhaligons Sale (as defined therein), and Royal Holdings Inc. ("Purchaser") and Mullion Limited ("Seller") have entered into that certain Agreement Relating to the Sale and Purchase of the Entire Issued Share Capital of LMK Limited and Shares in the Capital of Penhaligon's & Jeavons Investment Co. Limited, Mulmkion BV and Penhaligon's Pacific Limited, dated December 18, 2001 (the "Purchase Agreement"); 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 Penhaligon's Group the continuing security interest in all of the Penhaligon's Group's 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 the Penhaligon's Groups, 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 the Penhaligon's Group'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 Penhaligon's Group'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 the Penhaligon's Groups, upon instruction from the Debt Coordinators and at the sole expense of the Seller, such documents as the Penhaligon's Group 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 the Penhaligon's Group'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, the Penhaligon's Group 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 Penhaligon's

Group's right, title and interest in and to 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 8 day of February 2002.

STATE STREET BANK AND TRUST COMPANY
as Collateral Trustee

By: _____
Name:
Title:

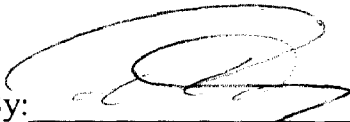
PENHALIGON'S LIMITED
as Grantor

By: Jm Banger
Name:
Title:

Group's right, title and interest in and to 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 8 day of February, 2002.

STATE STREET BANK AND TRUST COMPANY
as Collateral Trustee

By: 
Name: Donald E. Smith
Title: Vice President

PENHALIGON'S LIMITED
as Grantor

By: _____
Name:
Title:

SCHEDULE A

United States Trademarks

PENHALIGON'S

Federal Trademark Applications:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Design of Bottle	75/784,841	August 25, 1999
PENHALIGON'S	75/757,290	July 21, 1999
PENHALIGON'S	75/757,289	July 21, 1999
PENHALIGON'S	75/757,287	July 21, 1989
PENHALIGON'S	75/757,291	July 21, 1999
PENHALIGON'S CASTILE	75/813,200	October 1, 1999
PENHALIGON'S ENGLISH CLASSIC	75/784,020	August 25, 1999
PENHALIGON'S ENGLISH CLASSIC	75/784,021	August 25, 1999
PENHALIGON'S LONDON & Spray Top Bottle Design	75/785,963	August 26, 1999
PENHALIGON'S LP N 9	75/784,023	August 25, 1999
PENHALIGON'S LP NO. 9	75/784,024	August 25, 1999
PENHALIGON'S LP NO. 9	75/831,409	October 25, 1999
PENHALIGON'S LP NO. 9	75/831,410	October 25, 1999
PENHALIGON'S THE LANGUAGE OF FLOWERS	75/784,022	August 25, 1999

Federal Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BLENHEIM BOUQUET	1,698,685	July 7, 1992
BLUEBELL	1,698,683	July 7, 1992
Bottle and "U" Shaped Bow Design	2,497,576	October 16, 2001
Bottle and Bow Design	2,497,577	October 16, 2001
Bottle and Coiled Cord Design	2,465,080	July 3, 2001
Bottle and Floppy Bow Design	2,477,247	August 14, 2001
Bottle and Tassel Design	2,463,356	June 26, 2001
Bottle Neck and Tassel Design	2,467,123	July 10, 2001
Bottle Neck, Cord and Pendent Design	2,497,584	October 16, 2001
Bottle Neck, Stopper and Bow Design	2,467,105	July 10, 2001
Bottle, Cord and Pendent Design	2,463,355	June 26, 2001
CORNUBA	1,774,848	June 8, 1993
ELISABETHAN ROSE	1,695,706	June 23, 1992
ENGLISH FERN	1,701,312	July 21, 1992
Flowered Bottle Design	2,467,104	July 10, 2001
HAMMAM BOUQUET	1,701,320	July 21, 1992
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LORDS	1,857,431	October 11, 1994
ORMOLU	1,984,580	July 2, 1996

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PENHALIGON'S	1,285,720	July 17, 1984
PENHALIGON'S	1,877,351	February 7, 1995
PENHALIGON'S	2,460,988	June 19, 2001
PENHALIGON'S	2,481,478	August 28, 2001
PENHALIGON'S	2,465,110	July 3, 2001
PENHALIGON'S	2,481,479	August 28, 2001
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PENHALIGON'S THE LANGUAGE OF FLOWERS	1,724,886	October 20, 1992
QUERCUS	2,469,832	July 17, 2001
RACQUETS	1,762,290	April 6, 1993
Scalloped Bottle Design	2,497,578	October 16, 2001
VICTORIAN POSY	1,698,684	July 7, 1992
MORNING GLORY	1,812,639	December 21, 1993

SCHEDULE B

Non-United States Trademarks

PENHALIGON'S

Benelux Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
HAMMAM BOUQUET	958,918	March 3, 2000
PENHALIGON'S LP NO 9	956,373	February 4, 2000

Benelux Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PENHALIGON'S	151,986	February 27, 1987
PENHALIGON'S	377,412	November 6, 1981
PENHALIGON'S CASTILE	664,276	September 24, 1999
PENHALIGON'S ENGLISH CLASSICS	660,225	August 24, 1999

Canada Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
PENHALIGON'S CASTLE	1,030,118	September 24, 1999
PENHALIGON'S ENGLISH CLASSIC	1,026,778	August 24, 1999
PENHALIGON'S LP NO 9	1,044,508	January 28, 2000

Canada Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PENHALIGON'S	425,878	April 8, 1999

France Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
LOVE POTION NO 9	99/806,446	August 3, 1999
PENHALIGON'S CASTILE	99/814,066	September 24, 1999
PENHALIGON'S ENGLISH CLASSIC	99/823,831	November 17, 1999
PENHALIGON'S ENGLISH CLASSICS	99/809,446	August 26, 1999
PENHALIGON'S LP NO. 9	00/3,004,396	January 31, 2000

France Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BLENHEIM BOUQUET	1,637,752	January 10, 1991
BLUEBELL	1,637,749	January 10, 1991
CORNUBIA	1,640,381	January 24, 1991
ELISABETHAN ROSE	1,637,753	January 10, 1991
ENGLISH CLASSICS	92/419,287	May 18, 1992
ENGLISH FERN	1,748,517	January 10, 1991
HAMMAM BOUQUET	1,637,745	January 10, 1991
JUBILEE BOUQUET	1,637,747	January 10, 1991
LANGUAGE OF FLOWERS	1,637,748	January 10, 1991
LANGUAGE OF FLOWERS	1,651,720	February 4, 1991
MORNING GLORY	1,649,345	March 11, 1991
LORDS	1,637,751	January 10, 1991

ORMOLU	94/523,072	June 3, 1994
PENHALIGON'S	1,383,860	December 11, 1986
PENHALIGON'S	1,641,072	January 28, 1991
QUERCUS	96/628,696	June 6, 1996
RACQUETS	1,637,750	January 10, 1991
VICTORIAN POSY	1,637,746	January 10, 1991

Germany Trademark Applications

<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>
QUERCUS	396 25 798.4	June 11, 1996
QUERCUS	396 09 902.5	October 23, 1998

Germany Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BLENHEIM BOUQUET	2,005,181	October 17, 1991
BLUEBELL	2,087,105	December 13, 1994
CORNUBIA	2,011,071	March 19, 1992
ELISABETHAN ROSE	2,010,295	February 28, 1992
ENGLISH FERN	2,005,183	October 17, 1991
HAMMAM BOUQUET	2,010,294	February 28, 1992
LANGUAGE OF FLOWERS	2,005,701	October 30, 1991
LORDS	2,103,712	July 7, 1997
LOVE POTION NO 9	3,994,428	November 9, 1999
ORMOLU	2,095,788	May 9, 1995
PENHALIGON'S	DD 651,526	April 23, 1992
PENHALIGON'S	39,548,773	June 11, 1996
PENHALIGON'S	1,035,011	June 30, 1982
PENHALIGON'S CASTILE	39,906,346	January 25, 2000
PENHALIGON'S ENGLISH CLASSICS	39,951,842	February 25, 2000

PENHALIGON'S JUBILEE BOUQUET	2,091,545	February 8, 1995
PENHALIGON'S LP NO. 9	30,008,227	October 18, 2000
RACQUETS	2,018,085	July 31, 1992
VICTORIAN POSY	2,068,817	June 23, 1994

Hong Kong Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
HAMMAM BOUQUET	5147/2000	March 11, 2000
PENHALIGON'S CASTILE	13,865/99	October 4, 1999
PENHALIGON'S ENGLISH CLASSIC	13,866/99	October 4, 1999
PENHALIGON'S LP NO 9	13,867/99	October 4, 1999
PENHALIGON'S LP NO 9	13,868/99	October 4, 1999
PENHALIGON'S LP NO 9	11,812/2000	May 27, 2000

Hong Kong Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PENHALIGON'S	557/1992	September 22, 1990
PENHALIGON'S	4130/1995	May 21, 1993

Mexico Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
PENHALIGON'S	275,298	September 27, 1996

Mexico Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PENHALIGON'S CASTILE	6757781	October 1, 1999
PENHALIGON'S ENGLISH CLASSICS	694433	September 13, 1999
PENHALIGON'S LP NO 9	679766	February 2, 2000
PENHALIGON'S LP NO 9	716404	February 2, 2000
PENHALIGON'S	676507	August 7, 1998
PENHALIGON'S	676508	August 7, 1998
PENHALIGON'S	499880	January 16, 1995
PENHALIGON'S	502853	November 9, 1994

United Kingdom Trademark Applications

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
HAMMAM BOUQUET	2,225,025	March 8, 2000
PENHALIGON/PENHALIGON'S	2,210,108	September 30, 1999
PENHALIGON'S BOTTLE IN SERIES	2,223,595	February 25, 2000
PENHALIGON'S CASTILE	2,219,683	January 19, 2000
PENHALIGON'S LONDON & BOTTLE DEVICE	2,223,584	February 25, 2000

United Kingdom Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BLENHEIM BOUQUET	B1,450,665	December 17, 1990
BLENHEIM BOUQUET	2,141,170	August 6, 1997
CORNUBIA	1,444,228	March 6, 1992
ELISABETHAN ROSE	B1,219,599	January 15, 1986
FAIR OF FACE	B1,372,192	October 12, 1990
FLORIMELLE FOR THE HAIR and Design	99,852	August 15, 1980
LOVE POTION/LOVE POTION NO 9	1,177,490	June 26, 1982
ORMOLU	1,574,054	March 24, 1995
PENHALIGON'S	B1,063,847	September 28, 1977
PENHALIGON'S	B1,287,795	October 20, 1986
PENHALIGON'S	B1,291,081	September 1, 1989

PENHALIGON'S BLUEBELL	B1,560,191	January 25, 1994
PENHALIGON'S ENGLISH CLASSICS	B1,500,788	March 18, 1994
PENHALIGON'S ENGLISH FERN	1,450,661	July 14, 1995
PENHALIGON'S FENG SHUI	2,158,991	February 23, 1998
PENHALIGON'S LORDS	B1,255,490	November 29, 1985
QUERCUS	2,068,533	December 6, 1996
RACQUETS	1,372,115	June 22, 1990
THE HAMMAM BOUQUET	99,854	August 15, 1890
THE LANGUAGE OF FLOWERS	1,444,506	October 12, 1990
THE LANGUAGE OF FLOWERS	1,444,507	July 31, 1992
VICTORIAN POSY	B1,120,932	August 12, 1981